

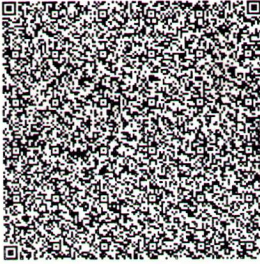


सत्यमेव जयते

INDIA NON JUDICIAL Government of Karnataka

e-Stamp

Certificate No. : IN-KA30523259758389Q
 Certificate Issued Date : 27-Mar-2018 02:45 PM
 Account Reference : NONACC (FI)/ kaksfcl08/ BANGALORE6/ KA-BA
 Unique Doc. Reference : SUBIN-KAKAKSFCL0807594084497770Q
 Purchased by : BELGAUM RENEWABLE ENERGY PVT LTD
 Description of Document : Article 12 Bond
 Description : WHEELING AND BANKING AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : BELGAUM RENEWABLE ENERGY PVT LTD
 Second Party : HESCOM MESCOM CESC BESCO M KPTCL
 Stamp Duty Paid By : BELGAUM RENEWABLE ENERGY PVT LTD
 Stamp Duty Amount(Rs.) : 200
 (Two Hundred only)



AUTHORISED SIGNATORY
UNIVERSAL CREDIT SOUHARDA SAHAKARI (N)

Please write or type below this line

NON-REC ROUTE SOLAR POWER WHEELING AND BANKING AGREEMENT

This Wheeling and Banking Agreement is made at Hubballi on this 28th (Twenty-Eighth) day of MARCH 2018 between Karnataka Power Transmission Corporation Limited, (CIN: U40109KA1999SGC025521) a Company formed and incorporated in India under the Companies Act, 1956, with its registered office located at Kaveri Bhavan, Kempegowda-Road,

For Belgaum Renewable Energy Private Limited

K. Mehta
Authorized Signatory

[Signature]
Superintending Engineer (Ele.) Commercial
MESCOM, Corporate Office
Mangaluru - 575 004

[Signature]
ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು
(ತಾಂತ್ರಿಕ) ಹೆಸ್ಟಾಂ ಹುಬ್ಬಳ್ಳಿ.

[Signature]
General Manager (Commercial)
Corporate Office,
B'lore

[Signature]
Dy. General Manager (Tech)
KPTCL, Kaveri Bhavan, Bangalore.

Statutory Alert:

1. The details of this e-Stamp Certificate should be verified at "www.shclستا.ان.ان.ان". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the genuineness is on the users of the certificate.
3. In case of any discrepancy, please inform the Competent Authority.

General Manager (Ele.),
PP, BESCO, B'lore.

Bengaluru - 560009, Karnataka State, herein after referred to as the "Corporation" (which expression shall, unless repugnant to the context or meaning thereof, include its successors, and permitted assigns), And

Hubli Electricity Supply Company Limited (CIN: U31401KA2002SGC030437), a Company formed and incorporated in India under the Companies Act, 1956, with its registered office located at Navanagar, PB Road, Hubballi - 580025 Karnataka herein after referred to as "HESCOM" (which expression shall, unless repugnant to the context or meaning thereof, include its successors, and permitted assigns), And

Bangalore Electricity Supply Company Limited (CIN -U04010KA2002SGC030438), a Company formed and incorporated in India under the Companies Act, 1956, with its registered office located at K.R.Circle, Bengaluru - 560001, Karnataka, herein after referred to as "BESCOM" (which expression shall, unless repugnant to the context or meaning thereof, include its successors, and permitted assigns), And

Chamundeshwari Electricity Supply Corporation Limited (CIN - U40109KA2004SGC035177), a Company formed and incorporated in India under the Companies Act, 1956, with its registered office located at No. 29, Vijayanagara 2nd Stage Hinkal, Mysuru - 570017, Karnataka, herein after referred to as "CESC" (which expression shall, unless repugnant to the context or meaning thereof, include its successors, and permitted assigns), And

Mangalore Electricity Supply Company Limited (CIN - U40109KA2002SGC030425), a Company formed and incorporated in India under the Companies Act, 1956, with its registered office located at "MESCOM Bhavana" Bejai, Mangaluru - 575 004, Karnataka, herein after referred to as "MESCOM" (which expression shall, unless repugnant to the context or meaning thereof, include its successors, and permitted assigns), And

M/s. Belgaum Renewable Energy Private Limited, (CIN: U40300RJ2017PTC059514), a Company formed and registered under the Indian Companies Act, 1956 and having its Registered Office at D-43, Janpath, Shyam Nagar, Jaipur, Rajathan - 302 019, hereinafter referred to as the "Company" (which expression shall, unless repugnant to the context or meaning thereof, include its successors, and permitted assigns) as parties.

HESCOM, BESCOM, MESCOM & CESC individually known as ESCOM and collective called as "ESCOMs".

Further, HESCOM, MESCOM, BESCOM, CESC, KPTCL & M/s. Belgaum Renewable Energy Private Limited are collectively known as parties.


For Belgaum Renewable Energy Private Limited


Authorized Signatory

2/25



Dy. General Manager (Tech)
KPTCL, Kaveri Bhavan, Bangalore.


ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು
(ತಾಂತ್ರಿಕ) ಹೆಸಾಂ ಹುಬ್ಬಳ್ಳಿ


General Manager (Commercial)
Corporate Office,
CESC, Mysuru.


Superintending Engineer (Ele) Commercial
MESCOM, Corporate Office
Mangaluru - 575 004


General Manager (Ele),
PP, BESCOM, B'lore.

WHEREAS:

- i) The Corporation is a transmission Licensee owning and operating a transmission system and the ESCOMs are distribution Licensees engaged in the business of electricity distribution in the State of Karnataka and are under a statutory obligation to provide non-discriminatory open access, under the provisions of the Electricity Act, 2003.
- ii) The Govt. of Karnataka by its order No: EN 563 NCE 2017 dated 13.12.2017 has accorded its NOC to the proposal of M/s. Belgaum Renewable Energy Private Limited for installation of a renewable energy based Solar energy Electric Power generating Station of 25 MW capacity under *Independent Power Producer (IPP) Category*, at Albala village, Jamakhandi Taluk, Bagalkot District for Third Party sale.

Pursuant to (i) & (ii) above, the Company desires to wheel up to 25 MW of the power generated from the project for its Non-captive use or to sell to the Third Party utilizing the transmission and/or distribution network of the Corporation and ESCOMs respectively and for the said purpose intends to enter into an agreement with the Corporation and the ESCOMs.

- iii) The Corporation and the ESCOM/s have as per their letter No: ^{M-27}
- GM(Ele)/PP/BESCOM/BC-39/DGME-2/AGM-2/F-9968/17-18/18344-48 dated 09.03.2018 of BESCOM,
 - HESCOM/GM(T)/PTC/1096/17-18/27910 dated 16.02.2018 of HESCOM,
 - SEE(Coml)/EE(EBC)/AEE(EBC)/17-18/19585-589 dated 07.03.2018 of MESCOM,
 - CESC/TL/RA2/F-/2017-18/21142-43 dated 01.02.2018 of CESC,
 - KPTCL/B28(a)/70159/17-18 dated 23.03.2018 of KPTCL and
 - CEE/SLDC/SEE/TBC/EE-2/AEE-3/13315-324 dated 27-03-2018

have given their consent for wheeling and banking [banking in the case of Wind, Mini-hydel & Solar only] of electricity generated by the Company in the project, subject to the Terms and Conditions as set out in this agreement

- iv) All the Parties of this Wheeling & Banking Agreement and/or any Supplemental Wheeling & Banking Agreement executed in future are bound by directions/orders issued in respect of Wheeling & Banking of energy from Solar Power Projects by Hon'ble Karnataka Electricity Regulatory Commission including order dated 9th January 2018 in respect of OP: 90/2016, 100/2016, 104/2016, 47/2017 & 130/2017. The Parties are also bound by any further directions issued by Competent Authority in future in respect of Wheeling & Banking of energy from Solar Power Projects.


NOW THEREFORE IN VIEW OF THE FOREGOING PREMISES AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HERINAFTER SET FORTH, THE CORPORATION, ESCOM/S, AND THE COMPANY, HEREBY AGREE AS FOLLOWS:

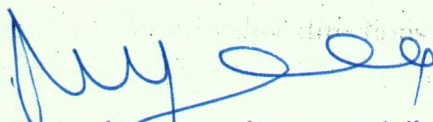
For Belgaum Renewable Energy Private Limited


Authorized Signatory


3/25


Dy. General Manager (Tech)
KPTCL, Kaveri Bhavan, Bangalore.


ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು
(ತಾಂತ್ರಿಕ) ಹೆಸ್ಟಾಂ ಹುಬ್ಬಳ್ಳಿ.


General Manager (Commercial)
Corporate Office,
CESC, Mysuru.


General Manager (Ele),
PP, BESCOM, B'lore.


Superintending Engineer (Ele) Commercial
MESCOM, Corporate Office
Mangaluru - 575 004

ARTICLE 1

1.1 DEFINITIONS


For the purposes of this Agreement, unless the context otherwise requires, the following words and expressions shall have the respective meanings set forth below:

- a) "Act" means the Electricity Act, 2003 as amended from time to time.
- b) "Agreement" shall mean and include the Wheeling & Banking Agreement executed herein, including the schedules hereto, amendments, modifications and supplements made in writing by the parties from time-to-time.
- c) "Applicable Tariff/Charge" means the tariff/charges for wheeling and banking as determined by the Commission from time-to-time.
- d) "Banking" means the facility by which electrical energy remaining unutilized by the "Exclusive" or "Non- Exclusive" Consumer or "Captive Consumer" out of the energy injected by the Company into the transmission and/or distribution system of Corporation/ESCOM/s, which is allowed to be utilized for wheeling to "Exclusive" or "Non-Exclusive" Consumers of the Company or captive consumer for later use, as per the terms and conditions set forth in this agreement.
- e) "Billing Period" means the period from 00:00 hours of the first day of a calendar month to 24:00 hours of the last day of such month. The first Billing Period shall commence from 00:00 hours of the Commercial Operation date/date of commencement of wheeling in a calendar month and end with 24:00 hours of last day of such month.
- f) "Commercial Operation Date" means the date declared jointly by the Company and the Corporation/ ESCOM/s on which the project or any of its units is/are declared as available for commercial operation.
- g) "Commission" means the Karnataka Electricity Regulatory Commission.
- h) "Drawal Point" means the point as specified by the Company to which the wheeled/banked power is to be supplied, indicating the place of HT installation & RR. No. of HT installation, are as follows which are all under the jurisdiction of different ESCOMs as below:

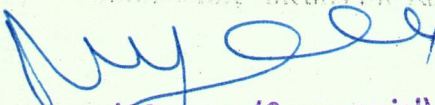
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KPTCL, Kaveri Bhavan, Bangalore.


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4/25


General Manager (Commercial)
Corporate Office,
CESC, Mysuru.


Superintending Engineer (Ele.) Commercial
MESCOM, Corporate Office
Mangaluru - 575 004


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PP, BESCOM, B'lore.

SL No	Name of Consumer	RR No.	Contract Demand in kVA	Tariff/ Voltage Class (KV)	Div/ Sub-Div	Type of Installation
1.	Ask Automatives Ltd	MLRHT-202	2000	HT 2A II/ 11kV	KGF/Malur BESCO	Non-Captive
2.	Heidelberg Cements Ltd,	EHT-1	10000	HT 2A II/ 66kV	Tiptur/ Turuvekere	Non-Captive
3.	Essilor Manufacturing	DHTP-32	1500	HT 2AII /11kV	Nelamangala / DB Pura	Non-Captive
4.	Silver Spark Apparel Ltd.	DHTP-50	1400	HT 2A II/ 11kV	Nelamangala / DB Pura	Non-Captive
5.	Manager, Silver Spark Apparel Ltd, Unit-II	GRHT-14	1400	HT 2A II/ 11kV	C.B.Pura/ Gouribidanur	Non-Captive
6.	M/s. Centum Electronics Ltd.	DYTP-229	1400	HT 2A I/ 11kV	Hoisakote / Devanahalli	Non-Captive
7.	The Director, Centum Electronics Ltd.	YHT-25	1200	HT 2A I / 11kV	Hebbal/C-7	Non-Captive
8.	Metro Cash Carry (India)	CIHT-16	1500	HT 2B I/ 11kV	Malleswara / C-1,	Non-Captive
9.	The Principal, JNMC Nehru Nagar, KLES Hospital, Belagavi	HTS-46	2400	HT-2C(i)/ 33kV	CSD-1, Belgavi	Non-Captive
10.	The Principal, JNMC Nehru Nagar, Belagavi	HTS-106	1125	HT-2C(i)/ 11kV	CSD-1 Belagavi	Non-Captive
11.	Triton Valves Ltd,	BHT-2	1500	HT-2A/ 11kV	Hootagalli, Mysuru	Non-Captive
12.	Bright Packaging Pvt Ltd.	EHT-170	1750	HT-2A/ 33kV	Kavoor, MESCOM, Mangaluru	Non-Captive


- i) "Exclusive consumer" means a consumer identified by the Company for Wheeling Power, who receives the entire quantum of his imported power requirement from the Company through the Transmission/ Distribution Network of the Corporation / ESCOMs.
- j) "Financial Year" means year starting from 1st day of April of a calendar year and ending on the 31st day of March of the following calendar year and shall include the year for the purpose of Banking Solar Energy.
- k) "Force Majeure Events" means the events and circumstances as described in Article 9.
- l) "Injection Point" means the point or points at which Electricity is injected by the Company into the Corporation's/ HESCOM's network.

For Belgaum Renewable Energy Private Limited


Authorized Signatory

5/25


Dy. General Manager (Tech)
KPTCL, Kaveri Bhavan, Bangalore.


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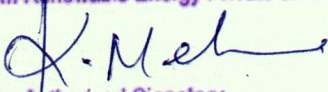
- l) "Injected Energy" means the kilowatt hours of Electricity actually exported and measured by the energy meters at the Injection Point in a Billing Period after deducting there from 115% of the energy imported from the ESCOM/s for startup or any other purposes by the Project as measured at the injection point during a Billing Period.
- m) "Installed Capacity" means the capacity of the Project at the generating terminal(s) and shall be equal to 25 MW.
- n) "Metering Date" for a Billing Period, means the midnight (24.00 hours) of the last day of a calendar month during which energy is injected.
- o) "Metering Point" for purposes of recording of Injected Energy at the Injection Point shall include two separate sets of Special Energy Meters as specified in the KERC (Terms and Conditions for Open Access) Regulations, 2004, the main meter installed by the Company and the check meter installed by the HESCOM, having facilities to record both export and import of electricity to/from the grid and, for purposes of recording the Energy drawn at the drawl Point, shall include a meter installed, having facilities to record both export and import of electricity to/from the grid.
- q) "Monthly Charge" shall have the meaning as set forth in Article 5.
- r) "Nodal agency" means the agency as defined in KERC (Terms and Conditions for Open Access) Regulations, 2004.
- s) "Non-Exclusive Consumer" means a consumer who purchases / consumes power from both ESCOM and the Company.
- t) "UI Charge" means unscheduled interchange charge payable by the Company to the Corporation or ESCOM/s for deviations from the schedules of generation and/ or drawl furnished to SLDC.
- u) "Water Year" means year commencing on the first day of June of a calendar year and ending on the thirty first day of May of the following calendar year.

Any Words and expressions used but not defined in this Agreement shall have the same meaning as defined in the Act, KERC Regulations and the Grid Code.

1.2 INTERPRETATION

Unless otherwise stated, all references made in this Agreement to "Articles" and "Schedules" shall refer, respectively, to Articles of and Schedules to this Agreement. The Schedules to this Agreement shall form part of this Agreement and shall be in force and effect as though they were expressly set out in the body of this Agreement.


For Belgaum Renewable Energy Private Limited


Authorized Signatory

6/25



Dy. General Manager (Tech)
KPTCL, Kaveri Bhavan, Bangalore.


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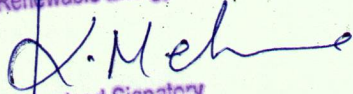

Superintending Engineer (Ele.) Commercial
MESCOM, Corporate Office
Mangaluru - 575 004


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ARTICLE-2
INTERCONNECTION

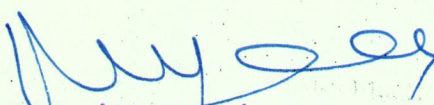
- 2.1 Subject to the terms of this agreement, power generated from the Project of the Company shall be evacuated through the 110 kV line constructed and maintained by M/s. Belgaum Renewable Energy Private Limited, Located at Albala Village, and interconnected to the 110kV Sub-station (Injection Point) of Corporation located at Albala Village, Jamakhandi Taluk, Bagalkot District, of the Corporation.
- 2.2 Evacuation of power generated by the project shall be limited to the capacity of transmission/ distribution system as specified by the Corporation/ESCOM/s in the evacuation approval.
- 2.3 The generating facility of the project shall be connected with the network of the Corporation and/or ESCOM/s in accordance with the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 (as amended from time to time). In case the above regulations do not specify connectivity standards for a particular voltage level, the same shall be as approved by the Corporation/HESCOM.
- 2.4 The Company shall provide suitable relays and protective devices as specified by Corporation/HESCOM or as per prudent utility practice at the injection point at 110kV Sub-station, Albala Village, Jamakhandi Taluk, Bagalkot District and at the HV side of the Generator which shall be got calibrated / checked by the Corporation/HESCOM before the plant is synchronized. The calibration of such relays and devices shall also be got done by the Company once in a year during the operation of the plant to ensure their proper functioning. The Company shall install, at its own cost, protection equipment like protection relays, communication system or similar equipment for the protection to the equipment of the Corporation/HESCOM and the Company. The Company shall obtain the approval of the Corporation/HESCOM for the specifications of such equipment and shall furnish the test reports, to the Corporation/HESCOM, as may be required.
- 2.5 The Company shall get the generating set: and other equipment inspected by the Corporation/ESCOM/s before commencement of wheeling and Banking and annually thereafter. Further, the Company shall obtain the following approvals for the project:
- Approval of the Electrical Inspectorate
 - Synchronization approval from the Corporation/HESCOM.
 - Written approval / concurrence of ESCOMs for wheeling & banking of injected energy for non-captive use and / or for use by its exclusive and/or Non-Exclusive consumers before synchronization.

For Belgaum Renewable Energy Private Limited


Authorized Signatory


Dy. General Manager (Tech)
KPTCL, Kaveri Bhavan, Bangalore.


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General Manager (Ele),
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Superintending Engineer (Ele) Commercial
BESCOM, Corporate Office
Mangaluru - 575 004

- 2.6 The Specifications for electrical energy delivered shall be as per Schedule-2.
- 2.7 The Company shall ensure that the metering and protection facility be, on notice, open for inspection by the authorized representative of the Corporation/HESCOM.
- 2.8 In the case of a new generating plant, the Company shall give written notice fifteen days in advance to the Corporation/ESCOMs before the date of trial operation and commercial operation of the generator. The same shall also be intimated in writing to the SLDC.
- 2.9 The Corporation/ESCOMs shall not be liable for losses or damages, if any, consequent to any line outage between the point of generation and the injection point for any reason whatsoever, consequent to which power is not evacuated.
- 2.10 Where the generating plant is located in the jurisdiction of one ESCOM and the Captive and/or Exclusive and/or Non-Exclusive consumers is/are located in the jurisdiction of other ESCOM/s, the SLDC shall obtain concurrence of the respective Corporation/ESCOMs before granting permission for wheeling and/or banking of the energy injected.

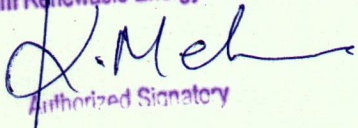
ARTICLE 3

UNDERTAKINGS

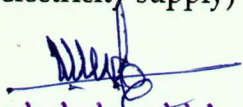
3.1 Obligations of the Company:

- (i) The Company shall for setting up/ operations of the project, at all times have statutory approvals, clearances, and permits as set out in Schedule-1 of this agreement.
- (ii) A) As provided in the Act, the Company shall undertake at its own cost to establish, operate and maintain the following in accordance with Prudent Utility Practices during the operation of this agreement:
- Generating Station;
 - Tie-Line (s);
 - Sub-stations;
 - Dedicated transmission line connected therewith.
- B) The Company shall abide by the State Grid code, Distribution code and other applicable regulations, rules, Codes and standards.
- C) The Company shall strictly comply with the CEA (Safety requirements for construction, operation and maintenance of electrical plants and lines) Regulations, 2011 and CEA (Measures relating to safety and electricity supply) Regulations, 2010, as amended from time to time.


For Belgaum Renewable Energy Private Limited


Authorized Signatory


8/25
Dy. General Manager (Tech)
KPTCL, Kaveri Bhavan, Bangalore.


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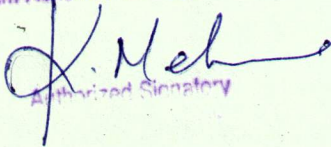
- (iii) The Company shall be liable to pay all applicable charges to the Corporation/ESCOs as per Article-5 including any Open Access charges due to the Corporation/ ESCOMs from exclusive or non-exclusive or captive consumers to whom energy is wheeled in case such payment are not made by the due date by such consumers.
- (iv) The Company shall pay any applicable taxes, cess, duties or levies imposed by the Government or Competent Authority from time to time.
- (v) The Company shall furnish when required, any data necessary for the system studies conducted by the Corporation or the ESCOMs.

3.2 Obligations of Corporation/ESCOs

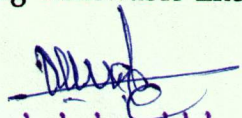
The Corporation/ESCOs shall:

- (i) Subject to system constraints, wheel the Electricity generated by the Company up to the Drawl Point in accordance with the provisions of the Act, Rules and Regulations in force from time-to-time.
[Explanation: "System constraint" means a condition or situation under which the electrical system of the Corporation/ESCO/s is unable to evacuate and transmit fully or partly the energy generated from the project due to unforeseen breakdown of network elements like lines, switchgears or due to frequency/voltage constraints in the system or for any other reasons beyond the control of the Corporation/ESCOs.]
- (ii) Provide connectivity to network (by augmentation wherever necessary) and ensure that the contracted network capacity under open access is made available to the Company during the period of contract, at normative levels as specified by the Commission from time to time.
- (iii) Abide by the State Grid code, Distribution code and other applicable regulations, rules, Codes and standards.
- (iv) Abide by the CEA (Safety requirements for construction, operation and maintenance of electrical plants and lines) Regulations, 2011 and CEA (Measures relating to safety and electricity supply) Regulations, 2010, as amended from time to time.
- (v) Terminate the WBA in case the Company enters into an agreement to sell power to the Distribution Licensees of the State at generic tariff under PPA or at the Average pooled power purchase cost [APPC] for obtaining Renewable Energy Certificates [RECs].

For Belgaum Renewable Energy Private Limited


Authorized Signatory


Dy. General Manager (Tech)
KPTCL, Kaveri Bhavan, Bangalore.


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MESCOM, Corporate Office
Mangaluru - 575 004


General Manager (Ele),
PP, BESCO, B'lore.

ARTICLE 4

OPERATION OF THE POWER PLANT

- 4.1 The operation of the Project shall not at any time be in contravention to the Electricity Act, 2003 and Rules, Regulations issued there under and any other applicable provisions of law.
- 4.2 The Corporation/ESCOMs shall not impose any restrictions on the manner of generation except for reasons of safe operation of the grid.
- 4.3 The operation of the power plant shall be suitably coordinated to comply with instructions of State/Area Load Dispatch Centre.
- 4.4 The starting current of the Generator shall not exceed 110% of the full load current of the generator and for that purpose; the generator shall provide necessary current limiting devices.
- 4.5 The Company shall provide at its cost, protective measures and devices for the safe operation of the Project with the grid as per the prevailing regulations/codes.
- 4.6 The Corporation or ESCOM/s shall not be liable to pay any compensation for any damage caused to any part of the generating station resulting from parallel operation with the grid.

ARTICLE 5

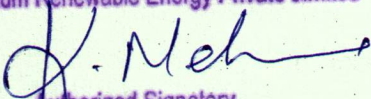
CHARGES

- 5.1 The Company shall pay all the charges to the Corporation/ESCOMs for using their network as per the applicable KERC Regulations/Orders issued from time to time. Such charges shall include transmission charges for the use of the transmission network, wheeling charges for the use of the distribution network/s, cross subsidy surcharge, additional surcharge, charges for backup supply, scheduling and system operation charges, grid support charges, reactive power charges, UI charges under intra-state ABT, transaction charges and charges for the power drawn by the Company from the grid.

The Company shall also be liable to pay, in case of default by exclusive or non-exclusive or captive consumers to pay, partly or fully, any open access charges, cross subsidy surcharge or additional surcharge or any back up supply charge within 15 (Fifteen) days of the Corporation or ESCOMs raising the bills for the said charges.

- 5.2 The Company shall pay to the nodal agency before commencement of wheeling, security deposit equivalent to the estimated charges for two months as specified in Clause 5.1 above which shall be retained with the nodal agency till the expiry of the Agreement.


For Belgaum Renewable Energy Private Limited


Authorized Signatory

10/25



Dy. General Manager (Tech)
KPTCL, Kaveri Bhavan, Bangalore.


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(ತಾಂತ್ರಿಕ) ಹೆಸಾಂ ಹುಬ್ಬಳ್ಳಿ.



General Manager (Commercial)
Corporate Office,
CESC, Mysuru.


General Manager (Ele),
PP, BESCOM, B'lore.


Superintending Engineer (Ele) Commercial
MESCOM, Corporate Office
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- 5.3 The Company shall pay, in lieu of grid support charge, demand charges as applicable to the relevant category of consumers to whom energy is wheeled, till the grid support charge is determined by the Commission.
- 5.4 The ESCOMs shall recover from the Exclusive Consumer:
- Twice the demand charges as applicable to the relevant category of consumers as determined by the Commission from time to time, for over drawal of demand [KW/MW] beyond the quantum of power contracted under the wheeling agreement; and
 - Twice the energy charges as applicable to the relevant category of consumers for over drawal of energy from the grid beyond the net injected energy by the Company [injected energy less the wheeling and banking charges in kind].
- 5.5 The Company shall be permitted to import power from the grid for startup, maintenance and other allied purposes duly intimating the HESCOM the period for which such supply is required. In such cases, the actual energy drawn from the grid as recorded by the import meter shall be charged at the HT temporary tariff.
- 5.6 **Charges for infirm power:**
The infirm energy injected during the period from trial operation date after synchronization up to the commercial operation date shall be deemed to be sold to the HESCOM in whose jurisdiction the project is located and shall be paid for by such HESCOM at the applicable average pooled power purchase cost determined by the Commission.
- 5.7 **Charges for banked energy remaining unutilized at the end of water year/financial year**
The HESCOM in whose jurisdiction the Project is situated, shall pay at 85% of the latest generic tariff determined by the Commission applicable to the relevant category of RE Power to the Company for the banked energy remaining unutilized at the end of every water year/financial year, as the case may be.
Provided that, no transmission or wheeling charges or open access charges, shall be levied, on quantum of Banked energy, remaining unutilized, at the end of the year and deemed to have been purchased by ESCOM under this Agreement.
- 5.8 **PF penalty:**
The exclusive or non-exclusive Consumer or captive consumer shall pay Power Factor penalty for any reduction in power factor, as per rates determined by the Commission from time to time.
- 5.9 **Energy Losses:**
Loss of Energy in wheeling shall be calculated as per the loss levels fixed for the purpose of wheeling by the Commission from time to time.


For Belgaum Renewable Energy Private Limited


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ARTICLE- 6

WHEELING AND BANKING OF ENERGY

6.1 WHEELING OF ENERGY:

6.1.1 At least 15 (Fifteen) days prior to commencement of wheeling, the Company shall submit in writing, a list of "Exclusive Consumers", "Non-Exclusive consumers" and 'Captive Consumers' to whom it proposes to wheel power, indicating the quantum of power to be wheeled to such consumers. Subject to availability of transmission and/or distribution network the Corporation/ESCOM/s shall, within seven days thereafter, approve the list of consumers to whom power shall be wheeled. Any addition or deletion to the list of consumers or change in power allocation to the existing consumers shall be approved by Corporation/ESCOM/s, within seven days of receipt of a request from the Company subject to the availability of the system.

Provided that no supplemental agreement shall be required to be signed, for such addition or deletion of the consumers, if the ESCOMs in whose jurisdiction such consumer/s is/are located have already signed the wheeling and banking agreement.

6.1.2 Subject to KERC Regulations/Orders, the energy injected by the Company under wheeling shall be charged first to the consumption of exclusive, non-exclusive Consumers and Captive Consumers and the residual energy at the end of water/financial year, as applicable, if any, in the case of wind/mini-hydel/solar energy, shall be deemed to have been purchased by the HESCOM in whose jurisdiction the project is located and paid at 85% of the latest generic tariff determined by the Commission to the relevant RE power.

6.1.3 While billing the monthly demand charges, the power injected by the Company under wheeling shall be charged first to the consumption of exclusive, non-exclusive Consumers and Captive Consumers and the residual demand shall be deemed to have been met by the ESCOMs in whose jurisdiction such consumer is located and shall be billed as per the applicable tariff.

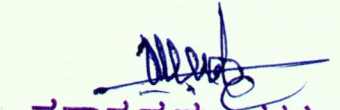
[Example-1: If during a month, Maximum Demand [MD] recorded is 80 MW, the Contract Demand [CD] of the Consumer is 100 MW and the power supplied under wheeling by the Company is 20 MW, then 60 MW [80 MW-20 MW] is deemed to be supplied by ESCOM and shall be billed at 75% of CD [ie 75 MW] as 60 MW is less than 75% of CD].

For Belgaum Renewable Energy Private Limited


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12/25


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Example-2: If during a month, Maximum Demand [MD] recorded is 100 MW, the Contract Demand [CD] of the Consumer is 100 MW and the power supplied under wheeling by the Company is 20 MW, then 80 MW [100 MW-20 MW] is deemed to be supplied by ESCOM and shall be billed at 80 MW as 80 MW is more than 75% of CD].

Note: For the portion of power contracted under wheeling, there is no need to enhance the CD with the distribution licensee. In the above example there is no need to enhance CD from the existing 100 MW to 120 MW.

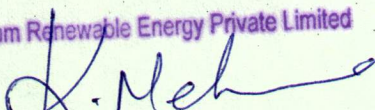
- 6.1.4 The Corporation/ESCOMs shall collect from the Exclusive consumers of the Company, the open access charges as per KERC Regulations/orders. For the Energy Wheeled to "Exclusive Consumers", the Company shall collect the charges for the electricity supplied by such consumers directly.
- 6.1.5 All Charges for the quantum of energy drawn by "Non Exclusive Consumers" including energy and demand charges other than for energy wheeled from the Company shall be collected by the concerned ESCOM directly as per the tariff applicable to such consumers.
- 6.1.6 In the event of system constraints, both Exclusive and Non-Exclusive Consumers shall be subjected to power cuts or load shedding as deemed necessary by the Corporation/ESCOMs.
- 6.1.7 The Corporation/ESCOMs reserve the right to withdraw the facility of banking and wheeling either wholly or partly in case of any breach of conditions of this agreement or under force majeure conditions. In such an event, Corporation/ESCOMs shall not be liable to pay any compensation or damages to the Company.

6.2 BANKING

- 6.2.1 The Energy banked by the Company shall be permitted to be carried forward from month to month within the same water /financial year in respect of mini-hydel/wind/solar projects, as the case may be. No carry forward of banked energy shall be permitted from a water/financial year to the next water /financial year, as applicable. Banked energy unutilized at the end of Water/financial year shall be deemed to be utilized by the HESCOM in whose jurisdiction the project is located and shall be paid as per clause 5.7.


Note: As per the KERC order S/03/01 dated 18th August 2014, "All Solar Power generators in the state, achieving commercial operation date (CoD) between, 1st April 2013 and 31st March 2018, and selling power to consumers within the state on open access or wheeling, shall be exempted from payment of wheeling and banking charges and cross subsidy surcharge for a period of ten years from the date of commissioning. This is also applicable for captive solar power plants for self-consumption within the State".

For Belgaum Renewable Energy Private Limited



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Dy. General Manager (Tech)
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MESCOM, Corporate Office
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6.2.2 The banked Energy at the end of a month shall be calculated as follows:

$$E_{bi} = [E_g * (1 - B - C)] + E_{b(i-1)} - E_t$$

Where,

E_{bi} = Banked energy at the end of a month including previous month banked energy carried forward.

$E_{b(i-1)}$ = Banked energy as at the end of the previous month

E_g = Generated energy injected to the grid at the point of injection in a month as recorded by the export register of the meter, less 115% of energy recorded by import meter, less transmission loss.

B = Banking charges in kind expressed in percentage

C = Transmission and/or wheeling charges expressed in percentage.

E_t = Actual energy Consumed by the Exclusive Consumers and/or Non-Exclusive Consumer and/or captive/non-captive consumers to the extent of capacity contracted under wheeling.

IF E_{bi} is negative, then the company will be billed for the excess energy drawn during the month at 2 times HT - 2A tariff.

Note: Banked energy for the next month will be zero if E_{bi} is negative or zero.

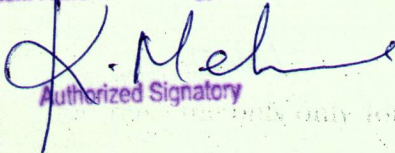
ARTICLE - 7

BILLING PROCEDURE

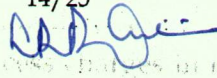
- 7.1 Joint meter readings of the Import and Export registers of the meters at the Project/injection point shall be taken by Jurisdictional Executive Engineer (Elecl), O & M or any authorized representative of HESCOM and a Representative of the Company on the first day of every month.
- 7.2 Joint meter readings of Exclusive Consumers and other Consumers shall be taken by the Jurisdictional Engineer of ESCOMs on the first day of every calendar month (if necessary after changing meter reading dates to the first day of every calendar month) and raise the bills only for Open Access charges in respect of "Exclusive Consumers" and 'Captive Consumers' and for both energy supplied by ESCOMs and applicable Open Access charges in respect of "Non Exclusive Consumers".

The monthly meter readings of both export and import registers of the energy meters i.e. of both main and check meters shall be taken jointly by the authorized representatives of the HESCOM and the Company on the first day of the following month. At the conclusion of each meter reading an appointed representative of HESCOM and the Company shall sign a document recording the number of kilowatt-hours and other parameters indicated by the meter.


For Belgaum Renewable Energy Private Limited


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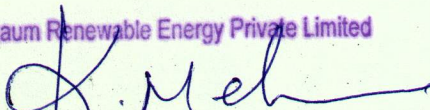
- 7.3 All payments of bills issued by the Corporation/ESCOs under this agreement shall be paid by the Company/Exclusive consumers/Non-exclusive consumers/Captive consumers within **Fifteen (15) days from the receipt of such bills.**

ARTICLE - 8


METERING AND COMMUNICATION

- 8.1 **Metering:** The Energy injected and the energy drawn shall be metered at the receiving sub-station point and at the drawl point of the Consumers (MLRHT-202, EHT-1, DHTP-32, DHTP-50, GRHT-14, DYTP-229, YHT-25, C1HT-16 in BESCOM Jurisdiction; BHT-2 in CESC Jurisdiction, EHT-170 in MESCOM Jurisdiction, HTS-46, HTS-106 in HESCOM Jurisdiction).
- 8.2 **Metering equipment:** Metering equipment shall be Special Energy Meters of accuracy class 0.2 required for the Project (both main and check meters). The main meter shall be installed and owned by the Company, whereas check meters shall be installed and owned by the HESCOM. The dedicated core of both Current Transformers [CT's] and Potential Transformers [PT's] of required accuracy shall be made available by the Company to HESCOM. The metering equipment shall be maintained in accordance with applicable electricity standards and shall be capable of recording quarter-hourly and monthly readings. The Company shall provide the metering results to the HESCOM. The meters installed shall be capable of recording and storing quarter hourly readings of all the electrical parameters for a minimum period of 35 days with digital output.
- 8.3 **Sealing of Energy Meters:** All the main and check energy meters (export and import) and all associated instrument transformers installed shall be of 0.2 accuracy class. Each meter shall be jointly inspected and sealed by the HESCOM and shall not be interfered with by either Company except in the presence of the other Company or its authorized representatives.
- 8.4 **Meter Test Checking:** All the main and check meters shall be tested for accuracy every calendar quarter with reference to a portable standard meter owned by the HESCOM which shall be of an accuracy class of 0.1. The meters shall be deemed to be working satisfactorily if the errors are within specifications for meters of 0.2 accuracy class. The cost of such test checking shall be borne by the Company at the rates specified by the HESCOM from time to time. The consumption registered by the main meters shall be considered for the purpose of billing as long as the error in the main meter is within the permissible limits.
- (i) If during the quarterly tests, the main meter is found to be within the permissible limits of error and the corresponding check meter is beyond the permissible limits, then billing will be as per the readings of the main meter. The check meter shall, however, be calibrated immediately.

For Belgaum Renewable Energy Private Limited


Authorized Signatory

15/25


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Superintending Engineer (Ele.) Commercial
MESCOM, Corporate Office
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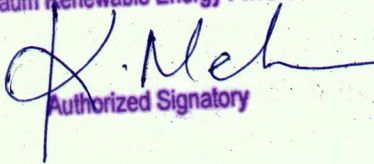
- (ii) If during the quarterly tests, the main meter is found to show any reading beyond permissible limits of error, but the corresponding check meter is found to be within permissible limits of error, then the billing for the month up to the date and time of such test shall be as per the check meter. There shall be a revision in the bills for the period from the previous billing date up to the current test date, based on the readings of the check meter. The main meter shall be calibrated immediately and billing for the period thereafter till the next monthly meter reading shall be as per the calibrated main meter.
- (iii) If during the quarterly tests, both the main meter and the corresponding check meter are found to show readings beyond the permissible limits of error, both the meters shall be immediately calibrated and corrections applied to the reading registered by the main meter to arrive at the correct reading of energy supplied for billing purposes for the period from the last month's meter reading up to the current test. Billing for the period thereafter till the next monthly meter reading shall be as per the calibrated main meter.
- (iv) If during any of the monthly meter readings, the variation between the main meter and the check meter is more than that permissible for meters of 0.2 accuracy class, all the meters shall be re-tested for their accuracy immediately.

8.5 **Interconnection and Metering Facilities:** The Company shall provide at its cost dedicated core for the metering. Both the main meter and the check meter shall be installed nearest to the PT in the outdoor yard of the Corporation/HESCOM and shall be housed in a suitable weatherproof cubicle.


8.6 **Data Acquisition System [DAS] and Communication facilities:** The Company shall install and maintain at its cost, Data Acquisition System and communication network facilities at the Generating Station/Injection Point as well as drawl points, as specified in the Grid Code with due approval of technical features by the Corporation or the ESCOMs.

8.7 In the case of any tampering of metering cubicle or energy meters at the Exclusive Consumers /Non-Exclusive Consumers/Captive Consumers premises or at the Company's power generating plant being detected or observed, the Corporation/ESCOM/s shall have the right to withdraw the Wheeling & Banking facilities to the Company without any notice.

For Belgaum Renewable Energy Private Limited


Authorized Signatory


Dy. General Manager (Tech)
KPTCL, Kaveri Bhavan, Bangalore.


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16/25


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ARTICLE - 9

FORCE MAJEURE

- 9.1 In the event of Force Majeure conditions like war, mutiny, riot, earthquake, hurricane, strike, tempest, accident to machinery, affecting the wheeling and /or banking of power, the Corporation/ESCOM/s shall have no obligation to Bank and Wheel the energy as per this agreement. However, they shall make all reasonable efforts to restore normalcy within 30 (thirty) days and if the same is not possible, this agreement is to be treated as temporarily suspended for the period in which Force Majeure conditions continue and in such case the ESCOMs shall also make efforts to supply power to "Exclusive Consumers" of the Company from its own source subject to availability and payment of charges as applicable to the power supplied to the relevant category of consumers.
- 9.2 During the period in which Force Majeure conditions prevail, Corporation/ESCOM/s shall not be liable to pay any compensation or damage or any claims whatsoever for any direct or indirect loss that may be suffered by the Company on account of wheeling and/or Banking of Electricity not being performed during the period.

ARTICLE - 10

TERM, TERMINATION AND DEFAULT

10.1 Term of the Agreement:

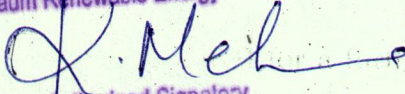
This Agreement shall become effective upon the execution and delivery thereof by the Parties hereto and unless terminated pursuant to other provisions of the Agreement, shall continue to be in force for such time until the completion of a period of 120 (One Hundred and Twenty) months from the date of execution and may be renewed for a further period with mutual consent on the same terms and conditions.

10.2 Events of Default:

Company's Default: The occurrence of any of the following events at any time during the term of this Agreement shall constitute an Event of Default by the Company:


- Failure or refusal by the Company to perform any of its obligations agreed under this Agreement.
- Non-payment of charges as specified in this agreement within the time specified in clause 7.3.

For Belgaum Renewable Energy Private Limited


Authorized Signatory


Dy. General Manager (Tech)
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General Manager (Ele),
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- c. Failure of the Company to generate and wheel energy continuously for a period of six months in a water/Financial Year as the case may be.
- d. Repeated over drawl of power from the grid by the Exclusive Consumers in any four consecutive 15-minutes time block.

10.3 Termination:

Termination for Company's Default:

- i) Upon the occurrence of any event of default as set out in sub-clause 10.2 above, the Corporation/ESCOM/s may deliver a Default Notice to the Company in writing, which shall specify in reasonable detail the event of default giving rise to the default notice and call upon the Company to remedy the same within a month from the date of notice.
- ii) In case the Company fails to remedy the default(s) notified in the above Notice within the time indicated in the notice, the Corporation/ESCOM/s shall be entitled to terminate this Agreement with immediate effect.
- iii) Upon termination of this agreement, the Corporation/ESCOM/s shall stand discharged of all its obligations undertaken under this Agreement. However, the Parties shall fulfill the payment obligations arising as per the Agreement prior to the date of termination.


ARTICLE 11


DISPUTE RESOLUTION

- 11.1 The Parties hereby agree to attempt to resolve all disputes arising hereunder promptly, equitably and in good faith.
- 11.2 All disputes or differences between the Parties arising out of or in connection with this Agreement shall, as far as possible, be settled through mutual negotiations.
- 11.3 Each Company/Company shall designate in writing and communicate to the other Company/Company its own representative who shall be authorized to resolve any dispute arising under this Agreement in an equitable manner and, unless otherwise expressly provided herein, to exercise the authority of the Parties hereto to make decisions by mutual agreement.
- 11.4 If the designated representatives are unable to resolve a dispute under this Agreement within ninety (90) days after such dispute arises, or such other reasonable period as may be mutually acceptable to the parties then it shall be referred to the Commission in accordance with the provisions of the Electricity Act 2003, for resolution of the dispute under Section 86(1) (f) of the Act.

For Belgaum Renewable Energy Private Limited


Authorized Signatory


Dy. General Manager (Tech)
KPTCL, Kaveri Bhavan, Bangalore.
18/25


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General Manager (Ele),
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Superintending Engineer (Ele.) Commercial
MESCOM, Corporate Office.
Mangaluru - 575 004

ARTICLE - 12

MISCELLANEOUS PROVISIONS

12.1 Governing Law:

This Agreement shall be interpreted, construed and governed by the Laws of India including the Electricity Act, 2003 and the Rules/ Regulations framed there under.

12.2 Waivers:

Any failure on the part of a Company to exercise, and any delay in exercising, exceeding three years, any right hereunder shall operate as a waiver thereof. No waiver by a Company of any right hereunder with respect to any matter or default arising in connection with this Agreement shall be considered as a waiver with respect to any subsequent matter of default.

12.3 Limitation, Remedies and Damages:

Neither Company shall be liable to the other for any consequential, indirect or special damages to persons or property whether arising in tort, contract or otherwise, by reason of this Agreement or any services performed or undertaken to be performed hereunder.

12.4 Notices:

Any notice, communication, demand, or request required or authorized by this Agreement shall be in writing and shall be deemed properly given upon the date of receipt, if delivered by hand or sent by courier, if mailed by registered or certified mail at the time of posting, if sent by fax when dispatched (provided if the sender's transmission report shows the entire fax to have been received by the recipient and only if the transmission was received in legible form), to: -

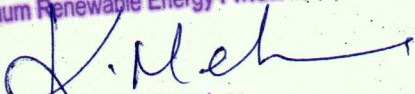
(i) In case of the Company : M/s. Belgaum Renewable Energy Private Limited
Name : Mr. Karan Mehra.
Designation : AVP
Mobile No : +91 74120 60553.
Fax No : +91
e- mail : karan.mehra@raysfutureenergy.com


(ii) In case of Corporation: Karnataka Power Transmission Corporation Ltd.
Name : S. R. RAVI
Designation : Deputy General Manager (Tech), KPTCL, Kaveri Bhavan, Bengaluru.
Telephone : 080-22243926
Fax : 080-22110134
E-mail : dgmtkptcl@rediffmail.com

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General Manager (Ele),
PP , BESCO, B'lore.


Superintending Engineer (Ele), Commercial
MESCO, Corporate Office
Mangaluru - 575 004

(iii) In case of HESCOM:

Name : Manohar M Bevinamar
Designation : General Manager (Tech), HESCOM, Hubballi.
Mobile : 94483 70226
Fax : 0836 - 2324307
e-mail : gmt.hescom@gmail.com; gmt@hescom.co.in

(iv) In case of BESCOM:

Name : M.G. SURESH BABU
Designation : General Manager (Ele), Power Purchase, BESCOM, Bengaluru.
Telephone : 080-22352796
Fax : 080-22352796
e-mail : gmpp.work@gmail.com; gmpp@bescom.co.in

(v) In Case of MESCOM

Name : NAGARAJA G.P
Designation : Superintending Engineer (Ele) (Coml), MESCOM, Mangaluru.
Telephone : 0824 - 28 85 810
Fax : 0824 - 22 11 396
E-mail : seecoml@rediffmail.com ;

(vi) In case of CESC:

Name : RAJAPPA
Designation : General Manager (Coml), Commercial Section, No. 29,
Vijayanagar, 2nd Stage, Hinkal, Mysuru.
Telephone : 0821-2343939
Fax :
e-mail : gmcomm@cescmysore.org ; seccesc@gmail.com ;

12.5 Severability:

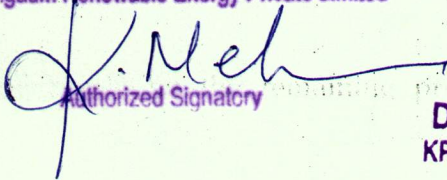
Any provision of this Agreement, which is prohibited or unenforceable under any law, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and without affecting the validity, enforceability or legality of such other provisions.

12.6 Amendments:


This Agreement shall not be amended, changed, altered, or modified except by a written instrument duly executed by the authorized representatives of both the Parties and approved by the Commission. However, the Commission shall be entitled to modify/alter the conditions of this contract [agreement] at the instance of either of the parties, or *suomotu*, after giving an opportunity of hearing to all the parties.

For Belgaum Renewable Energy Private Limited

20/25


Authorized Signatory


Dy. General Manager (Tech)
KPTCL Kaveri Division, Bangalore


ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು
(ತಾಂತ್ರಿಕ) ಹೆಸಾಂ ಹುಬ್ಬಳ್ಳಿ.


General Manager (Commercial)
Corporate Office,
CESC, Mysuru.


General Manager (Ele),
PP, BESCOM, B'lore.


Superintending Engineer (Ele.) Commercial
MESCOM, Corporate Office
Mangaluru - 575 004

12.7 **Assignment:**

The Company shall not assign this Agreement or any portion hereof without the prior written consent of the Corporation/ESCOM/s and approval of the Commission.

Provided that, any assignee shall expressly assume in writing the assignor's obligations arising under this Agreement prior to the assignment.

12.8 **Entire Agreement, Appendices:**

This Agreement constitutes the entire agreement between Corporation, ESCOM/s and the Company, concerning the subject matter hereof. All previous documents, undertakings, and agreements, whether oral, written, or otherwise, between the Parties concerning the subject matter hereof are hereby cancelled and shall be of no further force or effect and shall not affect or modify any of the terms or obligations set forth in this Agreement, except as the same may be made part of this Agreement in accordance with its terms, including the terms of any of the appendices, attachments or exhibits. The appendices, attachments and exhibits are hereby made an integral part of this Agreement and shall be fully binding upon the Parties.


In the event of any inconsistency between the text of the Articles of this Agreement and the appendices, attachments or exhibits hereto or in the event of any inconsistency between the provisions and particulars of one appendix, attachment or exhibit and those of any other appendix, attachment or exhibit, Corporation/ ESCOM/s and the Company shall mutually consult to resolve the inconsistency.

12.9 **Further Acts and Assurances:**

Each of the Parties after convincing itself agrees to execute and deliver all such further agreements, documents and instruments, and to do and perform all such further acts and things, as shall be necessary or convenient to carry out the provisions of this Agreement and to consummate the transactions contemplated hereby.

For Belgaum Renewable Energy Private Limited


Authorized Signatory



ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು
(ತಾಂತ್ರಿಕ) ಹೆಸಾಂ ಹುಬ್ಬಳ್ಳಿ.


General Manager (Commercial)
Corporate Office,
CESC, Mysuru.


Superintending Engineer (Ele.) Commercial
MESCOM, Corporate Office
Mangaluru - 575 004

21/25


General Manager (Ele),
PP , BESCO, B'lore.


Dy. General Manager (Tech)
KPTCL, Kaveri Bhavan, Bang.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized representatives and copies delivered to each Company, as of the day and year first above stated.

FOR AND ON BEHALF OF CORPORATION

Signature :
Name :
Designation : Deputy General Manager (Tech),
KPTCL, Kaveri Bhavan, Bengaluru.

SUDHAS.N.


AGM (Proj.)
KPTCL

WITNESSES

1.

S.R. RAVI

2.


Dy. General Manager (Tech)
KPTCL, Kaveri Bhavan, Bangalore.

S.T. TARANNUM


Manager (Projects)
Corporate Office, KPTCL
Kaveri Bhavan,
Bangalore -560 009

FOR AND ON BEHALF OF HESCOM

Signature :
Name : Manohar M Bevinamar.
Designation : General Manager (Tech),
HESCOM, Hubballi

ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು
(ತಾಂತ್ರಿಕ) ಹೆಸಾಂ ಹುಬ್ಬಳ್ಳಿ.

WITNESSES

1.


Executive Engineer (Ele.)
Power Trading Cell
HESCOM, HUBLI-25

2.

Kuballi Nagaraj.

ಸಹಾಯಕ ಕಾರ್ಯನಿರ್ವಾಹಕ ಇಂಜಿನಿಯರ (ಎ)
ಪಿ.ಟಿ.ಸಿ. ನಿಗಮ ಕಛೇರಿ,
ಹು.ವಿ.ಸ.ಕಂ.ನಿ., ಹುಬ್ಬಳ್ಳಿ

FOR AND ON BEHALF OF BESCOM

Signature :
Name : M.G. SURESH BABU
Designation : General Manager (Ele),
Power Purchase,
BESCOM, Bengaluru.

General Manager (Ele),
PP , BESCOM, B'lore.

WITNESSES

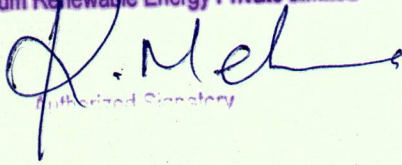
1.


Deputy General Manager (Ele.)
Power Purchase, BESCOM, B'lore.

2.



Asst. General Manager. Ele.,
Power Procurement, BESCOM
Bangalore


For Belgaum Renewable Energy Private Limited


Authorized Signatory

ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು
(ತಾಂತ್ರಿಕ) ಹೆಸಾಂ ಹುಬ್ಬಳ್ಳಿ.

22/25

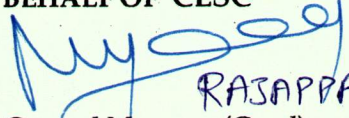

General Manager (Commercial)
Corporate Office,
CESC, Mysuru.


Superintending Engineer (Ele.) Commercial
BESCOM, Corporate Office
Mangaluru - 575 004


General Manager (Ele),
PP , BESCOM, B'lore.


Dy. General Manager (Tech)
KPTCL, Kaveri Bhavan, Bangalore.

FOR AND ON BEHALF OF CESC


Signature : 
Name : RASAPPA
Designation : General Manager (Coml),
Corporate office, CESC
Mysuru

General Manager (Commercial)
Corporate Office,
CESC, Mysuru.


FOR AND ON BEHALF OF MESCOM

Signature : 
Name : S. LAKSHMINARAYANA
Designation : Superintending Engineer (Ele)
Superintending Engineer (Ele) Commercial
(Commercial) MESCOM,
MESCOM, Corporate Office
Mangaluru.
Mangaluru - 575 004

FOR AND ON BEHALF OF M/s. Belgaum Renewable Energy Private Limited

Signature : 
Name : Karan Mehra.
Designation : AVP Authorized Signatory




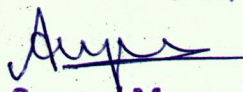
For Belgaum Renewable Energy Private Limited

Authorized Signatory


General Manager (Commercial)
Corporate Office,
CESC, Mysuru.

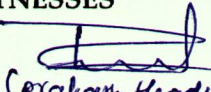


General Manager (Ele),
PP, BESCOM, B'lore.


Dy. General Manager (Tech)
KPTCL, Kaveri Bhavan, Bangalore.

WITNESSES

1. 
Dy. General Manager
(Regulatory Affairs-2)
Corporate Office,
CESC, Mysuru.
2. 
Asst. General Manager
(Regulatory Affairs-2)
Corporate Office,
CESC, Mysuru.

WITNESSES

1. 
(Prakash Hegde)
ಸಹಾಯಕ ಕಾರ್ಯನಿರ್ವಾಹಕ ಇಂಜಿನಿಯರ್ (ವಿ)
ಮಸ್ಕಾಂ ಇಜಿಸ ಆಡಳಿತ ಕಛೇರಿ
ಮಸ್ಕಾಂ ಭವನ, ಬಿಜ್ಜೆ, ಮಂಗಳೂರು - 575004
2. 
(Rani Nokree)
AEE (Coml)


SCHEDULE -1

PERMITS, CLEARANCES AND APPROVALS

1. The Govt. of Karnataka by its order No: EN 563 NCE 2017 dated 13.12.2017 has accorded its NOC to the proposal of M/s Belgaum Renewable Energy Private Limited for installation of a renewable energy based Solar energy Electric Power generating Station of 25 MW capacity under **Independent Power Producer (IPP) Category**, at Albala village, Jamakhandi Taluk, Bagalkot District for **Third Party sale**.
2. KPTCL evacuation approval No: CEE(P&C)/SEE(Plg)/EE(PSS)/KCO-96/81271/F-1008 & 1025/20670-87 dated 09.01.2018.
3. KPTCL Provisional interconnection letter No: CEE(P&C)/SEE(Plg)/EE(PSS)/KCO-96/81271/F-1025/27587-602 dated 19.3.2018
4. CEIG electrical safety approval vide letter no: CEIG/TEC/DWD-155/48863-69/17-18 dated 23.03.2018.
5. HESCOM Concurrence for W&B vide No: HESCOM/GM(T)/PTC/1096/17-18/27910 dated 16.02.2018
6. CESC Concurrence for W&B vide No: CESC/TL/RA2/F-/2017-18/21142-43 dated 01.02.2018.
7. MESCOM Concurrence for W&B vide letter No: SEE(Coml)/EE(EBC)/AEE(EBC)/17-18/10585-589 dated 07.03.2018
8. BESCOM Concurrence for W&B vide No: GM(Ele)/PP/BESCOM/BC-39/DGME-2/AGM-2/M-2/F-9968/17-18/18344-48 dated 09.03.2018.
9. KPTCL Concurrence for W&B vide No: KPTCL/B28(a)/70159/17-18 dated 23.03.2018
10. SLDC Consent for W&B vide No: CEE/SLDC/SEE/TBC/EE-2/AEE-3/13315-324 dated 27-03-2018.

For Belgaum Renewable Energy Private Limited


Authorized Signatory


ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು
(ತಾಂತ್ರಿಕ) ಹೆಸಾಂ ಹುಬ್ಬಳ್ಳಿ.

24/25


General Manager (Commercial)
Corporate Office,
CESC, Mysuru.


Superintending Engineer (Ele) Commercial
MESCOM, Corporate Office
Mangaluru - 575 004


General Manager (Ele),
PP, BESCOM, B'lore.


Dy. General Manager (Tech)
KPTCL, Kaveri Bhavan, Bangalore.


SCHEDULE-2

SPECIFICATIONS OF ELECTRICAL ENERGY DELIVERY

1. The generation voltage from the solar energy based Electric Power Plant of M/s. Belgaum Renewable Energy Private Limited, is at 400V. It comprises generators, generator transformer and unit transformer.
2. The generated power at 400V will be stepped up to 33kV further stepped up to 110kV at the project site and interconnected to the 110kV Sub-station (Injection Point) of Corporation located at Albala Village, Jamakhandi Taluk, Bagalkot District. GT's will also be used to draw start up power from the grid.
3. The injection point is at 110kV Sub - station, near Albala Village, Jamakhandi Taluk, Bagalkot District.

For Belgaum Renewable Energy Private Limited



Authorized Signatory


ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು
(ತಾಂತ್ರಿಕ) ಹೆಸಾಂ ಹುಬ್ಬಳ್ಳಿ.


General Manager (Commercial)
Corporate Office,
CESC, Mysuru.


Superintending Engineer (Ele.) Commercial
MESCOM, Corporate Office
Mangaluru - 575 004


General Manager (Ele),
PP , BESCOM, B'lore.


Dy. General Manager (Tech)
KPTCL, Kaveri Bhavan, Bangalore

SUNSHUBH TECHNOVATIONS PVT LTD

#402, Hill view apartment, Adarshnagar 2nd Cr, HUBLI-580 029. Karnataka, INDIA
Germany off: NeuerWeg 166, 47803 Krefeld, Dusseldorf.

WATER	ENERGY	POLLUTION	ORGANIC	
Harvesting	Efficiency	Minimize	Farming	
Conservation	Conservation	Eliminate	Worm compost	
Management	Generation	Manage	Benefits	
Regd: Certified Energy Auditors. GOI (EA 3485), Germany: Anbieter-Nr 1041388				
www.sunshubhrenewables.com , Email: ceo@sunshubhrenewables.com , Ph: 94492 83505, 94490 33505 CIN : U74999KA2020PTC136321, PAN:ABECS0250Q, TAN:BLRS77362F GST No: 29ABECS0250Q1ZX				

GREEN ENERGY COMPUTATION CERTIFICATE

I, Mallikarjun A Kambalyal, certify that, the Energy Use data of KLE ACADEMY OF HIGHER EDUCATION AND RESEARCH, Belagavi has been verified and the Green Energy sourcing through Open access has been confirmed.

The inference is drawn based on the information and energy bills made available for evaluation for the operating period upto June 2024.

Clean Energy Computation for the academic year 2023-24.

Details.	Energy in KWh	Source:	Percentage Share
Total Energy sourced	156,19,833	HESCOM billing	-
Grid energy sourced	12,57,833	Grid souurse	8.05 %
Open Access attributed to Solar & Wind Power generation agencies.	135,42,000	Open access records.	86.70 %
Captive power plant – Rooftop Solar Energy not included in Grin sourcing	8,20,000	In house energy data.	5.25 %

Total geen energy sourced : 91.95 % (143,62,000 KWh)

This Certificate is issued based on the documents made available by the institute.

Authorised Auditor.



Mallikarjun A. Kambalyal B.E (E&C)

Certified Energy Auditors EA-3485.



ISO 50001:2011 & ISO14001:2015 Lead Auditor: Mallikarjun A. Kambalyal Date: 9.11.2024

Certified Energy Auditor-EA 3485
ISO 50001:2011, ISO 14001:2015
LEAD AUDITOR

ಹುಬ್ಬಳ್ಳಿ ವಿದ್ಯುತ್ ಸರಬರಾಜು ಕಂಪನಿ ನಿರ್ಮಿತ

(ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಸ್ವಾಮ್ಯಕ್ಕೆ ಒಳಪಟ್ಟಿದೆ)

ನಿಗಮ ಕಛೇರಿ, ನವನಗರ ಪಿ.ಬಿ.ರೋಡ್,

ಹುಬ್ಬಳ್ಳಿ-580025

Telephone No. : 0836-2322771

Web Site: <http://hescom.co.in>



HUBLI ELECTRICITY SUPPLY COMPANY LIMITED

[Wholly owned Govt. of Karnataka]

Corporate Office, Navanagar, P.B. Road,

HUBBALLI-580 025

email-1: eeptc.hescom@gmail.com

email-2: aeptc.hescom@gmail.com

CIN: U31401KA2002SGC030437

No: HESCOM/GM(T)/PTC/1096/F-SP4/24-25/045-5364 . Date:

- 6 NOV 2024

OFFICIAL MEMORANDUM

Sub: Allotment of wheeled energy generated by M/s. Belgaum Renewable Energy Pvt. Ltd, 25MW Solar Power Project located at Albala Village, Jamakhandi Taluka, Bagalkot district for October-2024.

Ref: 1. This Solar Power Project Commissioned On 25.03.2018
2. The Firm's 'C' Form No: BREPL/KPTCL/2024/10 dated: 29.10.2024.

As per the consent vide letter under reference approval is hereby accorded to wheel the energy to the following installation to the extent noted against it for the month of October-2024.

Oct-24

Sl no.	Name of IPP	Name & Address of the HT Consumer	RR No	Division/ Sub Division	Type	Slot	Slot Wise Units	Total units in kWh
1	M/s. Belgaum Renewable Energy Pvt. Ltd, 25MW Solar PP	The Principal, JNMC Nehru Nagar, KLES Hospital, Belagavi	HTS-106	CSD-3, Belgavi	Non Captive	6AM to 10 AM	28,000	270,000
						10AM to 6 PM	87,000	
						6 PM to 10 PM	65,000	
						10 PM to 6 AM	90,000	
2	M/s. Belgaum Renewable Energy Pvt. Ltd, 25MW Solar PP	The Principal, JNMC Nehru Nagar, Belagavi	HTS-46	CSD-3, Belgavi	Non Captive	6AM to 10 AM	110,000	430,000
						10AM to 6 PM	110,000	
						6 PM to 10 PM	110,000	
						10 PM to 6 AM	100,000	
Total								700,000

This allotment of wheeling energy is subject to the following conditions:

- 1 Rebate on wheeling units is not applicable as per tariff order.
- 2 This quota of energy does not require billing as it is allotted from the energy banked by IPPs from their power plants. This quota of energy does not attract fuel escalation charges also.
- 3 This is however subject to verification of post audit/ HT audit.
- 4 This wheeled energy allotted does not attract any additional 2 MMD charges.
- 5 This quota of energy wheeled to those Industrial consumers for whom KPTCL / HESCOM Ltd., has permitted to pay arrears in installments or at a later date and paid in time. But this should not be wheeled to installations having arrears due to pending Court Cases, appeals etc., and also to those installations having arrears for which KPTCL / HESCOM has not permitted installment facility.
- 6 Cross Subsidy Surcharge & Additional Surcharges are not applicable to Captive Consumed Units as per prevailing KERC Tariff Orders. For Non Captive wheeled units, "Cross Subsidy Charges" and "Additional Surcharges" to be billed and collected from the respective O & M Sub Divisions from the respective HT / EHT Consumers as per prevailing KERC Tariff Order.
- 7 GoK Order Vide No: KSALD 17 Legislative 2018, Bengaluru dated: 19.07.2018 has amended the Electricity tax structure from 6% to 9%, which is also applicable to wheeled energy consumed by Non-Captive Consumers. Further, as per GoK notification vide No: EN 106 EBS 2018 Bengaluru, dated 19.07.2018, 20 Paise per unit towards electricity charges on captive consumption (Wheeled Energy), to be collected by the concerned O & M Sub-Divisions and remitted to CEIG, GoK, Bengaluru, with effect from 19.07.2018.
- 8 As per KERC order dated 18th Aug-14, All Solar generators in the State achieving commercial operation date (CoD) between 1st April-13 to 31st March-18 and selling power to consumers within the State on open access or Wheeling Shall be exempted from payment of wheeling & banking charges and cross subsidy surcharge for a period of ten years from the date of commissioning. However any other charges including "Additional Surcharges" as per prevailing KERC Tariff Order are applicable for Non Captive Consumed Units Only.
- 9 The consumer having contract demand below 1 MW will not be eligible for availing wheeled power.
- 10 The Consumer with SRTPV Net Metering facility are not eligible for Wheeling as per KERC order dated 18.07.2022.

**General Manager (Tech),
HESCOM, Hubballi.**

Copy for information to:

1. The Chief Electrical Inspector, Govt. of Karnataka, Bengaluru, No 32/1-2 Crescent Towers, 2nd Floor, Crescent Road, Bengaluru - 560001.
2. The Principal JNMC Nehru Nagar Belagavi
3. The Principal JNMC Nehru Nagar KLES Hospital Belagavi
4. M/s. Belgaum Renewable Energy Private limited D-43 Janpath Shyam Nagar Jaipur Rajasthan - 302019.

Copy for information and needful to :

1. The Chief Engineer (Ele) State Load Dispatch Centre, KPTCL A.R. Circle Bengaluru.
2. The Controller of Accounts, (IA) Corporate office, HESCOM, Hubballi.
3. The Deputy General Manager (Tech), KPTCL Kaveri Bhavan, Bengaluru 09.
4. The Executive Engineer (Ele), O & M Urban Division, HESCOM, Belagavi.
5. The Asst. Executive Engineer (Ele), O & M City Sub-division-3, HESCOM, Belagavi.
6. The Accounts Officer (I.A.), O & M Urban Division, HESCOM, Belagavi.



JAWAHARLAL NEHRU MEDICAL COLLEGE



(A constituent unit of KLE Academy of Higher Education & Research Deemed-to-be-University)
Accredited 'A' Grade by NAAC (2nd Cycle) Placed in Category 'A' by MHRD (GoI)

ELECTRICAL ENGINEERING DEPARTMENT

Nehru Nagar, Belagavi-590010, Karnataka-India

Website: <http://www.jnmc.edu>

E-mail: principal@jnmc.edu

☎ : 0831: 2444027

Fax: 0831 : 2470759

Ref No:KAHER/ELECT/ 770

Date: 13/07/23

To,
M/s Vyoma Energy Pvt Ltd.



Sub: Installation ,Commissioning and completion of 640 KWp out of 940KWp ,
at KAHER, J N M C campus Belagavi.

Respected Sir,

This letter serves as confirmation that M/S Vyoma Energy Pvt.Ltd has successfully completed the installation, commissioning of 640 KWp out of 940KWp SRPTV at our Jawaharlal Nehru Medical College Belagavi. We are pleased to acknowledge the installation of the of the plant has been carried out to our satisfaction, and it is currently operating under normal condition.

Thanking you,

Yours faithfully

Electrical Engineer
J N Medical College
Belagavi



सत्यमेव जयते

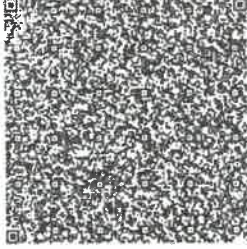
INDIA NON JUDICIAL
Government of Karnataka

e-Stamp

Certificate No. : IN-KA42708222748075P
Certificate Issued Date : 07-Dec-2017 01:06 PM
Account Reference : NONACC (FI)/ kacrsf08/ BELGAUM3/ KA-BL
Unique Doc. Reference : SUBIN-KAKACRSFL0837794293186006P
Purchased by : 8 M POWER PVT LTD
Description of Document : Article 12 Bond
Description : NOVATION AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : JAWAHARLAL NEHARU MEDICAL COLLEGE
Second Party : 8 M POWER PVT LTD
Stamp Duty Paid By : 8 M POWER PVT LTD
Stamp Duty Amount(Rs.) : 200
(Two Hundred only)

Shree Siddhivinayak Banjara
Multi Purpose Co-Op Society Ltd.
A. T. Patil Building Court Compound BGV

Authorised Signatory



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

1

NOVATION AGREEMENT

This Novation Agreement ("Agreement") is executed on this the 7th day of December, 2017 by ("Effective Date") by and between:

8M POWER PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 2013, having its registered office at K 317/ 318, Giriraj Bhawan, Lado Sarai, MB Road, New Delhi, 110030. (hereinafter called the "Original Party" which term shall include its administrators, executors, successors and assigns), as party of the First Part,

REGISTRAR
KLE Academy of Higher Education
and Research BELAGAVI

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at 'www.shreekastamp.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.



AND

RFE Belgaum Solar Private Limited a company incorporated under the Companies Act, 2013 having its registered office at D-43, Shyam Nagar, Sodala, Jaipur -302019, Rajasthan, India (hereinafter referred to as "New Party" which term shall include its administrators, executors, successors and assigns), as party of the Second Part;

AND

Jawaharlal Nehru Medical College Belagavi, an Institute at address Jawaharlal Nehru Medical College, JNMC Campus, Nehru Nagar, Belagavi, India-590010, Belagavi, Karnataka, India, under KLE Academy of Higher Education and Research – a Deemed to be University having the provisions of the Societies Registration Act, and having its registered office at JNMC Campus, Nehru Nagar, Belagavi, India-590010, Belagavi, Karnataka (hereinafter called the "Power Purchaser" which term shall include its administrators, executors, successors and assigns), as party of the Last Part;.

Each of the parties mentioned above, are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WITNESSETH

- A. WHEREAS, the Original Party and the Power Purchaser have entered into a power purchase agreement dated July 11, 2017 (hereinafter called "PPA") to generate and supply electricity from the Project to the Power Pruchaser in accordance with the terms and conditions contained in the PPA.
- B. AND WHEREAS, the Original Party desires to transfer by way of novation to the New Party, all of its rights, duties and obligations in the PPA on a permanent basis, and the New Party accepts such novation and to assume such rights, duties and obligations, in accordance with the terms hereof ("Novation");
- C. AND WHEREAS, all Parties have consented to the Novation of the PPA by the Original Party to the New Party;

Capitalised terms used but not defined herein shall have the same meaning as given to such term in the PPA. Notwithstanding anything to the contrary in this Agreement, references to the PPA under this Agreement shall mean the PPA as amended, varied, novated, supplemented or replaced from time to time.

NOW, THEREFORE, the Parties, in consideration of the promises, undertakings and commitments of each Party to the other Parties set forth herein, hereby mutually agree as follows:

1 EFFECTIVE DATE AND NOTICE OF NON- LIABILITY

- 1.1. This Agreement shall come into effect on the Effective Date, and shall be valid and binding on the Parties until the Term of the PPA.
- 1.2. The Power Purchaser and Original Party represent and warrant that the respective duties and obligations of the Original Party and the Power Purchaser required to be performed prior to the Effective Date have been performed and / or completed as on the signing date of this Agreement.




 REGISTRAR
 KLE Academy of Higher Education
 and Research, BELAGAVI



2 BACKGROUND OF THE UNDERSTANDING

By signing this Agreement, the Parties agree to replace the Original Party under the PPA and substitute the Original Party with the New Party to the extent provided for herein.

3 CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate for execution of the respective obligations of the Parties under this Agreement.

4 AMENDMENTS

The PPA shall be supplemented and amended as under:

- a) The Recital A of the Agreement shall be amended as follows:

"The Company is developing a solar (photovoltaic) power generation facility at Kolar/Bagalkot District in the State of Karnataka (the "Project Site") having a capacity of up to 40MW ("Project"); and"

- b) The Recital B of the Agreement shall be amended as follows:

"The Purchaser is eligible to purchase power from the Company under the Open Access Regulations and agreed to purchase from the Company and the Company has agreed to supply to the Purchaser 0.75 MW of power generated from the Project for a period of 15 years from the Commercial Operation Date of the Project on the terms and conditions contained in this Agreement"

- c) The definitions of the following terms in Section 1.1 shall be substituted and replaced by the following definitions:

"Contracted Capacity" means 0.75 MW of aggregate net capacity from the Project to be sold by the Company to the Purchaser under this Agreement."

"Due Date" means the date which is 7 days from the Invoice Date."

"Scheduled COD" means 31st March 2018."

- d) The Section 4.2 (a) of the PPA shall be amended as follows:

"Subject to Section 4.2 (b) below, the Parties agree and undertake that neither of them shall terminate this Agreement before the completion of a period of 10 years commencing from the Commercial Operation Date (the "Lock-in Period")."

- e) The Section 5.3 of the PPA shall be amended as follows:

"Subject to Section 5.4 below, the Purchaser shall purchase at least contracted energy of **15,40,000 (Fifteen Lakh and Forty Thousand)** units in aggregate per Tariff Year starting from the Commercial Operation Date from the Company at the Drawl Point (the "**Minimum Guaranteed Offtake**") and pay the Tariff towards the same in terms of this Agreement. If, for any reason whatsoever (including any reduction in demand or requirement of the Buyer for energy or such Delivered Energy) the Purchaser does not draw the Minimum Guaranteed Offtake, the Purchaser shall still be liable for the Minimum Guaranteed Offtake and payment shall be made in accordance with this Agreement. For avoidance of doubt, the Purchaser will pay for Minimum Guaranteed Offtake all the time during tenure of Agreement."



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f) The Section 5.4 of the PPA shall be amended as follows:

"In the event, the Purchaser requests the Company to generate more Solar Power Energy and the Company, at its discretion and subject to availability, delivers additional energy over and above the Minimum Guaranteed Offtake, the Purchaser shall pay for the actual Delivered Energy.

g) The Section 5.6 of the PPA shall be amended as follows:

"Subject to Section 7.5, the Company shall ensure supply of a minimum 85% of the contracted energy in aggregate per Tariff Year (and in the case of the first Tariff Year a proportionate amount corresponding to the number of months in first Tariff Year) (the "Annual Guaranteed Units") from the Project at the Interconnection Point. The Annual Guaranteed Units shall be subject to a reduction at 1% of Annual Guaranteed Units per Tariff Year that may result due to degradation of solar modules."

h) The Section 8.1 (b) of the PPA shall be amended as follows:

"The Company shall deliver the Solar Power Energy at the Interconnection Point in accordance with the Applicable Law."

i) Section 9.2 (a) of the PPA shall be amended as follows:

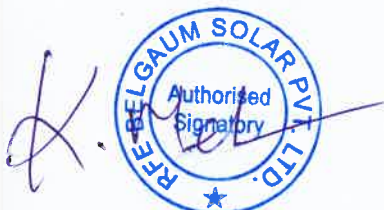
"As a condition precedent to effectiveness of this Agreement, within 15 days of the signing of this Agreement, the Purchaser through a scheduled commercial bank in India acceptable to the Company, shall open an irrevocable revolving a Bank Guarantee (the "**Bank Guarantee**") in the form set out in Schedule 1. The Bank Guarantee is referred to as the "**Payment Security**". The Bank Guarantee shall be maintained at all times during the entire Term and in case of any drawl under the Bank Guarantee, the same shall be restored to the original amount applicable for the relevant Tariff Year. The Purchaser shall cause the Bank Guarantee to be adjusted yearly such that the amount of the Bank Guarantee at all times is equivalent to the invoice amount for 6 months based on the Tariff for the relevant Tariff Year and the Minimum Guaranteed Offtake. Such Bank Guarantee shall be assignable to the Financing Parties."

j) Section 9.3 (a) of the PPA shall be amended as follows:

"The Company shall raise invoices on the Purchaser (the "**Invoice**") based on the units recorded in the generation report (the "**Generation Report**") issued by the Transmission Licensee/ Distribution Licensee i.e. EBC as the Solar Power Energy generated by the Company and deducted from this the applicable wheeling/transmission losses, and the Banked Energy (excluding banking charges) or such other appropriate mechanism then available under Applicable Law. In the event there is a difference in the amounts stated in the Invoice raised by the Company on the basis of the Generation Report and the monthly bill received from the Distribution Licensee (when it is available), then the Company shall rely on the document which states the higher amount of the Delivered Energy. The Company shall adjust the difference in the subsequent invoice.

k) Section 17.4 (ii) of the PPA shall be amended as follows:

"termination after expiry of 7 years from COD but prior to end of 12 years after the COD, Amount equivalent to 12 months' revenue based on the average of past 24 months' Invoice amounts and if such Invoices are not available, then based on the Annual Guaranteed Units; or"



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5 LIMITS OF EFFECT

The PPA and all prior amendments thereto are suitably novated to the extent specifically provided herein.

6 NOVATION

With effect from the Effective Date, the Original Party shall stand substituted with the New Party under the PPA, subject to the following provisions:

- (a) The New Party shall, with effect from the Effective Date, be entitled to hold and will continue to hold all the rights available to, and be responsible for performing all duties and obligations of the Original Party under the PPA as if it were the original party to the PPA, instead of the Original Party.
- (b) The Original Party shall, from the Effective Date, not be liable for performance of any duties and obligations, nor have any rights under the PPA, except for any rights that survive specifically thereunder, without prejudice to the novation under this Agreement.
- (c) Power Purchaser consents to such novation and:
 - i. consents to the transfer by the Original Party to the New Party of all its rights, title, benefit, obligations and interest in the PPA, including all monies payable to by the Power Purchaser to the Original Party, on and from the Effective Date;
 - ii. acknowledges that the New Party is entitled to and the exclusive Party to hold all the rights available to the Original Party under the PPA;
 - iii. Commits that it shall continue to fulfill its obligations, whether towards the New Party or others, under the PPA in the same manner as it would have if PPA had not been novated including paying any and all undisputed monies that are due and payable to the Original Party under the PPA directly to the account bank indicated by the New Party or New Party's nominee.

7 SUPERSESSION

In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Agreement and any of the provisions of the PPA, the provisions of this Agreement shall, in all respects, supersede, govern, and control the relationships, duties and obligations of the Parties to the extent of such conflict, inconsistency, variance, or contradiction.

8 REPRESENTATIONS AND WARRANTIES

7.1 Each Party represents and warrants to the other that:

- (a) Organization, Power and Authority: it is a company incorporated under the laws of India, is duly organized and validly existing under such laws and is qualified to do business in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary, and has all the requisite legal power and authority to execute this Agreement and perform the terms, conditions and provisions hereof.
- (b) Authorization: this Agreement has been duly authorized, executed and delivered by it.
- (c) Enforceability: this Agreement constitutes the legal, valid and binding obligations of the Party enforceable against such a Party in accordance with its respective terms except as enforceability may be limited by applicable bankruptcy, insolvency,



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moratorium or other similar laws affecting creditors rights generally and except as enforceability may be limited by general principles of equity.

- (d) **No Conflicts:** The execution and delivery by it of this Agreement and performance of its obligations hereunder will not (i) violate the provisions of the Party's charter; (ii) violate the provisions of any applicable law; (iii) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument, to which the Consenting Party is a party or by which it or its assets or property are bound, or (iv) result in the creation of any lien, security interest, charge, or encumbrance upon the assets of the Party.

7.2 The Original Party and the Power Purchaser jointly and severally represent and warrant to the New Party that there are no pending or existing claims or claims that may be brought by or against either the Original Party or the Power Purchaser, with respect to any non-compliance or breach of their respective obligations under the terms of the PPA.

7.3 The Original Party represents and warrants that no further consent or permissions are required under the PPA or the Applicable Law.

7.4 From the Effective Date, the Original Party shall be relieved of all its obligations and duties under the PPA, unless specifically agreed otherwise or provided for under this Agreement and subject to the provisions of Performance Undertaking executed between Parties on October 6, 2016.

9 INFORMATION

Original Party and Power Purchaser shall furnish to the New Party, copies of all notices and documents delivered or received pursuant to the PPA that were exchanged between Original Party and Power Purchaser.

10 MISCELLANEOUS

- (a) **Notices:** Any notices, requests, demands or other communication required or permitted to be given under this Agreement shall be written in English and shall be delivered in person, or sent by courier or by certified or registered mail, postage prepaid or transmitted by facsimile, and electronic mail and properly addressed as follows:

If to the Original Party, to:

Kind Attn.: Mr. Anuj Gupta

Address: K 317/ 318, Giriraj Bhawan, Lado Sarai, MB Road, New Delhi, 110030

Tel. No.: +91-8527098186

E-mail id: anuj@8minutes.com

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If to New Party, to:

Attention: Mr. Karan Mehra

Address: RFE Belgaum Solar Private Limited

D-43, Shyam Nagar, Sodala, Jaipur -302019, Rajasthan, India

Email: karan.mehra@raysfutureenergy.com

If to Power Purchaser, to:

Kind Attn.: Shri V.M.Nishandar

Designation: Chief Engineer

Address: NH 4A, Belagavi, Nehru Nagar, Belagavi, India-590010

Tel. No.: +91 9845355684

E-mail id: enggjnmc@gmail.com

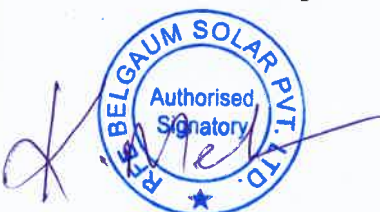
or at such other address as the Party to whom such notices, requests, demands or other communication is to be given shall have last notified the Party giving the same in the manner provided in this Clause 9, but no such change of address shall be deemed to have been given until it is actually received by the Party sought to be charged with the knowledge of its contents. Any notice, request, demand or other communication delivered to the Party to whom it is addressed as provided in this Clause 9 shall be deemed (unless there is evidence that it has been received earlier) to have been given and received, if:

- (i) sent by electronic mail, on the day when delivered by electronic mail to the proper electronic mail address;
- (ii) sent by mail, except air mail, 5 (five) days after posting it;
- (iii) sent by air mail/courier, 3 (three) days after posting it; and
- (iv) sent by facsimile, when confirmation of its transmission has been recorded by the sender's facsimile machine.

(b) Amendments: No waiver, amendment, modification or termination of any provision of this Agreement shall be effective without the written concurrence of all the Parties to this Agreement. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given in writing.

(c) Assignment and Novation: No Party may assign any of its rights or delegate any of its respective obligations hereunder without prior written consent of the other Parties except as contemplated under the PPA.

(d) No Waiver; Remedies Cumulative: No delay on the part of the New Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other




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or further exercise thereof of the exercise of any other right, power or privilege hereunder or there under. No waiver shall be enforceable unless made in writing.

- (e) Counterparts: This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.
- (f) Severability: in case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. To the extent permitted

by law, the Parties agree in good faith to replace any such illegal, void or unenforceable provision by a lawful provision having an economic effect as close as possible to the original provision.

- (g) Termination: This Agreement shall continue to be in effect until the completion of the Term (as set out in the PPA).

11 COSTS AND EXPENSES

The Parties will each pay their own costs and expenses (including legal fees) incurred in connection with this Agreement and as a result of the negotiation, preparation and execution of this Agreement.

12 GOVERNING LAW

- (a) This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the laws of India.
- (b) Courts of New Delhi shall have the exclusive jurisdiction in relation to this Agreement

13 ARBITRATION

In case of any dispute, the Parties shall endeavor to co-operate to resolve the dispute by mutual consultation and agreement. If the Parties fail to amicably settle the dispute within 90 (Ninety) days of such dispute arising, then it shall be referred to the arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modifications made thereof from time to time, by a sole Arbitrator, appointed by mutual agreement of the Parties, who shall be a neutral and suitably qualified. If the Parties fail to agree upon the sole arbitrator then such sole arbitrator shall be appointed in accordance with section 11 of the Arbitration and Conciliation Act, 1996. The award rendered by the arbitrator or arbitrators shall be final, conclusive and binding on Parties to this Agreement and shall be subject to enforcement in any court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties, unless the award otherwise provides.

The venue for the arbitration shall be New Delhi, India and the language used shall be English.

The existence of arbitration proceedings shall not constitute a reason for the suspension of the Agreement. Notwithstanding unresolved disputes, the Parties shall continue to perform their respective obligations under this Agreement or otherwise adopt provisional measures to ensure uninterrupted delivery of the Energy Output from the Solar Energy Facility under this Agreement.




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[SIGNATURE PAGE FOLLOWS]

In witness whereof, the Parties hereto execute this Agreement this date hereinabove first mentioned, and the persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of the Original Party, the New Party and the Power Purchaser respectively.


ORIGINAL PARTY

By : _____ *Anuj Gupta* 

Title: _____

Date: _____

NEW PARTY

By : *K. Mehta* *KARAN MEHTA* 

Title: *Authorised Signatory*

Date: _____

POWER PURCHASER

By: _____ *[Signature]*

Title: _____ **REGISTRAR
KLE Academy of Higher Education
and Research, BELAGAVI**

Date: _____

In the presence of witnesses,

- 1.
- 2.
- 3.



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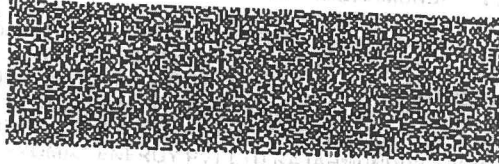
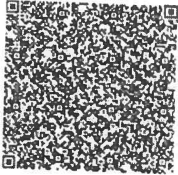
Government of Karnataka

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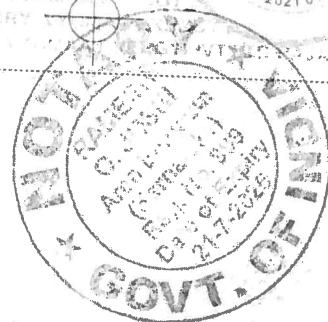
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 Purchased by : VYOMAA ENERGY PVT LTD RAJAHMUNDRY
 Description of Document : Article 12 Bond
 Description : POWER PURCHASE AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : VYOMAA ENERGY PVT LTD RAJAHMUNDRY
 Second Party : JNMC BELAGAVI
 Stamp Duty Paid By : VYOMAA ENERGY PVT LTD RAJAHMUNDRY
 Stamp Duty Amount(Rs.) : 50
 (Fifty only)

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

Authorised Signatory



Please write or type below this line



EXECUTIVE ENGINEER
KAHER, BELAGAVI
For Vyomaa Energy Private Limited

A.S.N. [Signature]
Director

[Signature]
PRINCIPAL
JAWAHARLAL NEHRU MEDICAL COLLEGE
BELAGAVI

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shclicstamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App 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



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

This agreement is abided and binding on both the parties

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

Construction of the solar plant – timelines.

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

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

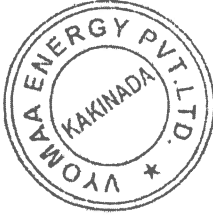
BELAGAVI DATED 13TH day of MARCH 2021

FOR AND ON BEHALF OF THE POWER PRODUCER,

VYOMAA ENERGY PVT. LTD.

For Vyomaa Energy Private Limited

A. S. N. Mhatre
Director



M. S.
PRINCIPAL
JAWAHARLAL NEHRU MEDICAL COLLEGE
BELAGAVI



FOR AND ON BEHALF OF THE
Jawaharlal Nehru Medical College

WITNESSES

1 *Sanjay Patil*
Sanjay Patil

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



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

ATTESTED

9

Shri R. G. Joshi
B.A., LL.B.
ADVOCATE
6570-A, Channarayana Khoot,
BELAGAVI - 560043

10
M. S.
EXECUTIVE ENGINEER,
KAHER, BELAGAVI

Page 1 of 1

13 MAR 2021 No of Connections *10*

POWER PURCHASE AGREEMENT

for Vyomaa Energy Private Limited

A.S.N. [Signature]
Director

[Signature]

PRINCIPAL

JAWAHARLAL NEHRU MEDICAL COLLEGE
BELAGAVI

For Vyomaa Energy Private Limited

A. S. N. Muthu
Director

M. S.
PRINCIPAL
JAWAHARLAL NEHRU MEDICAL COLLEGE
BELAGAVI

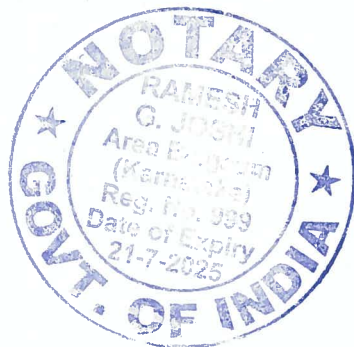
POWER PURCHASE AGREEMENT

BY & BETWEEN:

VYOMAA ENERGY PVT. LTD.

&

Jawaharlal Nehru Medical College, Belagavi, Karnataka



Page 2 of 51

For Vyomaa Energy Private Limited

A.S.N. *Murthy*
Director

[Signature]
PRINCIPAL
JAWAHARLAL NEHRU MEDICAL COLLEGE
BELAGAVI



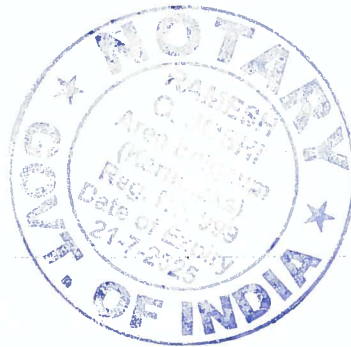
For Vyomaa Energy Private Limited

A. S. N. Muthu
Director

PRINCIPAL
JAWAHARLAL NEHRU MEDICAL COLLEGE
BELAGAVI

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For Vyomaa Energy Private Limited

A.S.N. Mittal
Director

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PRINCIPAL
JAWAHARLAL NEHRU MEDICAL COLLEGE
BELAGAVI



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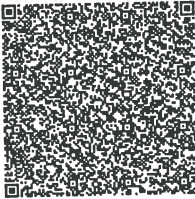
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Unique Doc. Reference	: SUBIN-KAKAKSFCL0824349175413325T
Purchased by	: VYOMAA ENERGY PVT LTD RAJAHMUNDRY
Description of Document	: Article 12 Bond
Description	: POWER PURCHASE AGREEMENT FOR 950 KW SRTPV
Consideration Price (Rs.)	: 0 (Zero)
First Party	: VYOMAA ENERGY PVT LTD RAJAHMUNDRY
Second Party	: PRINCIPAL JNMC BELAGAVI
Stamp Duty Paid By	: VYOMAA ENERGY PVT LTD RAJAHMUNDRY
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)

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



Please write or type below this line

POWER PURCHASE AGREEMENT

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

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

For Vyomaa Energy Private Limited

A.S.N. Murthy
 Director

M. S. Harlal
 PRINCIPAL
 JAWAHARLAL NEHRU MEDICAL COLLEGE
 BELAGAVI

Statutory Alert:

1. The authenticity of this Stamp certificate is to be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App 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.

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

AND

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

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

WHEREAS:

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

For Vyomaa Energy Private Limited

A. S. M. M. M.
Director

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

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

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement unless the context otherwise requires:

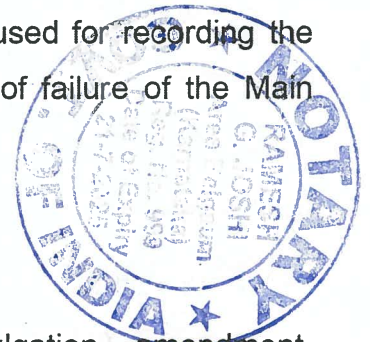
"Applicable Law" means, in relation to this PPA, all laws including Electricity Laws in force, any statute, decree, ordinance, regulation, notice, circular, code, rule or direction, or any interpretation of any of them by a Governmental Instrumentality and includes all applicable rules, regulations,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

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

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

"Change in Law" means:

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



For Vyomaa Energy Private Limited

A. S. N. Mishra
Director

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

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

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

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

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

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

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

The PPA term will begin from the date of COD.

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

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

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

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

For Vyomaa Energy Private Limited

A.S.N. [Signature]
Director

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

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

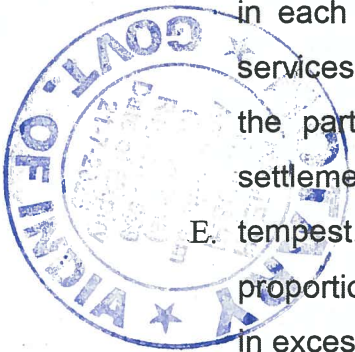
"Cut off date and construction of solar plant" – timelines is abide by the e-stamp enclose to this PPA.

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

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

"Force Majeure Event" means the occurrence of:

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



For Vyoma Energy

A.S.N. Maiti
Director

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

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

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

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

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

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

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For Vyomaa Energy Private Limited

A. S. N. Murthy
Director

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

"GOI" means the Government of India;

"GOK" means the Government of Karnataka;

"HESCOM" means the Hubli Electricity Supply Company Limited;

"KERC" means the Karnataka Electricity Regulatory Commission;

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

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

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

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

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

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

"Purchase Price" has the meaning given in Clause 6.2.5

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

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

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

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

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

A. any tax or royalty based upon or measured by income, gross receipts, sales use or value added;

B. any taxes denominated as ad valorem, transfer, franchise, capital stock, payroll,



employment, excise, occupation, property, windfall profits, service, environmental, customers, or withholding taxes; and

C. any interest, penalties, or other amounts imposed with respect to any Tax.

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

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

"Unit" means kilowatt/hour.

1.2. Interpretation:

In this Agreement unless the context otherwise requires:

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

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For Vyomaa Energy Private Limited

A. S. N. 
Director


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

2. POWER GENERATION & SALE

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

For Vyomaa Energy Private Limited

A.S.N. Mutha
Director


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

3. ACCESS TO SITE

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

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

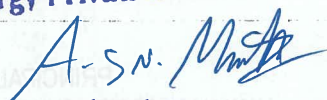
4.1. Obligations of the Power Producer

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

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

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For Vyomaa Energy Private Limited

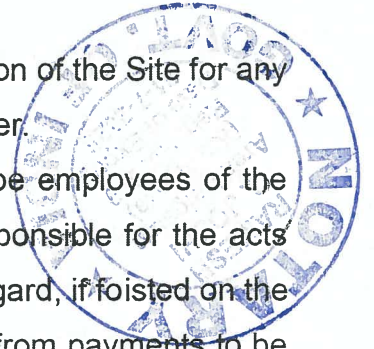

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GOI/GOK/HESCOM/KERC rules or regulations are violated by them.

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



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

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

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

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

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

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


4.2. Obligations of the Power User

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

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

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For Vyomaa Energy Private Limited

A. S. N. 
Director


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

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

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

4.3. The Power User agrees and acknowledges as follows:

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

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For Vyomaa Energy Private Limited

A. S. N. Muthu
Director


[Signature]


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

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

For Vyomaa Energy Private Limited

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


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


5. DEEMED GENERATION

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

For Vyoma Energy Private Limited

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Director


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

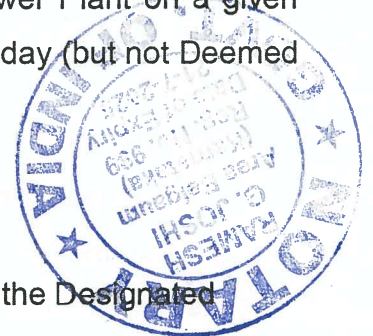
- D. When Deemed Generation applies, Billable Units will be calculated based on the calculation described herein, rather than on actual generation for the relevant Solar Power Plant.
- E. Deemed Generation will be calculated on a daily basis. If the conditions in **Clause 5** apply at any given time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

6. LOCATION OF GENERATING FACILITY

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

6.1. Change of Location of the Generating Facility

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



For Vyomaa Energy Private Limited


A.S.N. Math
Director

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

For Vyomaa Energy Private Limited


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

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

6.2. Premises Shutdown and Interconnection Deactivated

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

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

The Power User shall nevertheless continue to pay the Power Producer for all electricity produced by the Plant on the Premises and delivered to the Point of Delivery. Provided that if such premises shutdown is for reasons attributable to the Power User like maintenance of plant or any similar reason not allowing solar plant to deliver power, the Power User shall pay to the Power Producer an amount equal to the sum of payments that the Power User would have made to the Power Producer hereunder for electric energy that would have been produced by the Plant following such closure as per Deemed Generation.

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

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

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dispute between power user and grid utility or related to any action of Power Producer such that the Plant is no longer able to produce electricity or transfer electricity to its respective Premises or to the Local Electric Utility, The Power User will pay the Power Producer an amount equal to the sum of payments that Power User would have made to the Power Producer hereunder for electric energy that would have been produced by the Plant following such closure as per Deemed Generation.

B. Determination of the amount of energy that would have been produced following such closure shall be based, during the first Operations Year, on the estimated levels of production and, after the first Operations Year, based on actual operation of the Plant in the same period in the previous Operations Year, and /or the average generates of previous 12 meets whichever is less unless the Power Producer and the Power User mutually agree to an alternative methodology.

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

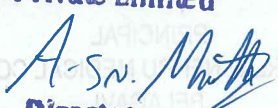
7. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

8. PLANT OPERATION AND MAINTENANCE

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

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A.S.N. Mutha
Director

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b. Applicable Laws

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

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

9. PURCHASE PRICE OF POWER

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

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

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

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

10. MEASUREMENT OF ENERGY

10.1. Installation of Energy Meters

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



For Vyomaa Energy Private Limited

A. S. N. Mehta
Director

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10.2. Reading and Correction of Meters

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

10.3. Sealing and Maintenance of Meters

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

10.4. Maintenance of Records

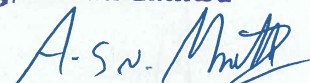
Each Party shall keep complete and accurate records and all other data required by each of them for the purposes of administration of this Agreement and the operation of the Generating Facility. Among such other records and data, the Power Producer shall maintain an accurate and up-to-date operating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


11. GUARANTEE

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

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

i.e.:

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

12. METER READING AND BILLING PROCEDURE

12.1. Measurement and Energy Metering

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



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

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

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

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

13. BILLING, PAYMENT PROCEDURE AND PAYMENT SECURITY MECHANISM

13.1. Billing

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

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

13.2. Payment Procedure


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

13.3. Payment Dispute

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

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

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

13.4. Payment Delay or Default

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

13.5. Bank Guarantee

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

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

i. e. ,

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

For Vyomaa Energy Private Limited

A.S.N. Muth
Director

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The Rolling Bank Guarantee of 01 year shall be for the period of contract starting from the actual COD. The Power Producer shall be entitled to invoke such Bank Guarantee for its full face-value or part thereof, in case of Power User Event of a Default or any non-fulfillment of its obligations by the Power User under this agreement. Upon such Bank Guarantee being fully or partly invoked by the Power Producer during the term of this Agreement, the Power User shall be liable to replenish such Bank Guarantee to its original value within a period of 30 days. Such encashment of the Bank Guarantee by the Power Producer shall not impact in any way the recovery of any other monthly arrears that may be due on the part of the Power User or any payment at the time of termination of this Agreement including payment of Buy Out value due as contemplated in this Agreement. At the end one year, if no Power User Event of Default exists, the Power Producer will return to the Power User such Bank Guarantee within a period thirty (30) days

14. ENVIRONMENTAL INCENTIVES

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

15. DISPUTE RESOLUTION AND GOVERNING LAW

DISPUTE RESOLUTION

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



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Director

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

16. NOTICE

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

POWER PRODUCER:

The Director

Vyomaa energy Pvt. Ltd.

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

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

Attn: A.S.N. Murthy

POWER USER:

The Principal

Jawaharlal Nehru Medical College

Address: Nehru Nagar, Belagavi - 590010

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

Attn: Dr (Mrs) Niranjana Shambulingappa Mahanatashetti

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



For Vyomaa Energy Private Limited

A.S.N. Murthy
Director

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

17. INSURANCES

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

18. FORCE MAJEURE

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

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

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

19. EVENTS OF DEFAULT

19.1. Power Producer Events of Default

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



For Vyomaa Energy Private Limited

A.S.N. Murthy
Director

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

19.2. Power User Event of Default


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

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

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20. TERMINATION

20.1. Termination Before Commissioning

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

20.2. Termination post commissioning:

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

For Vyomaa Energy Private Limited

A. S. N. Mittal
Director

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

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

20.3. Termination by the Power User

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

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

21. ACCRUED RIGHTS AND LIABILITIES

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

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For Vyomaa Energy Private Limited

A. S. N. Muthu
Director

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

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

22. ALIENATION OF THE SITE BY THE POWERUSER

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

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

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

23. PUBLICITY

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

24. INDEMNITY

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

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for Vyoma Energy

A. S. N. Mittal
Director

PRINCIPAL
JAWAHARLAL NEHRU MEDICAL COLLEGE
BELAGAVI

performed by the Indemnifying Party pursuant to this Agreement.

25. MISCELLANEOUS

25.1. Severability

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

25.2. Execution and Delivery of Instruments

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

25.3. Counterparts

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

25.4. Agency


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

25.5. Confidentiality

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

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For Vyomaa Energy Private Limited


Director


PRINCIPAL
JAWAHARLAL NEHRU MEDICAL COLLEGE
BELAGAVI

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

25.6. Amendment

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

25.7. No Waiver

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

25.8. Relationship of the Parties

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

25.9. Change in Law

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

For Vyoma Energy Private Limited

A. S. Mittal
Director


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

25.10. Entirety

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

25.11. Successors

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

25.12. Independent Rights

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

25.13. ASSIGNMENT AND NOVATION (Post COD)


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

Assignment

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

For Vyomaa Energy Private Limited

A.S.N. Mhatre
Director


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

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

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

Novation

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

For Vyomaa Energy Private Limited

A-S.N. Mittal
Director


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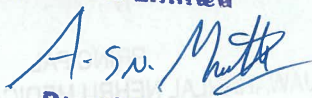
withhold such consent. Upon Novation, the New Party shall automatically and without any further action be entitled to all the same rights and assume the same obligations, under this Agreement, as if it were originally a party to this Agreement, however, in case of deficiency of service the Power Producer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


25.14. Taxes and Duties

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

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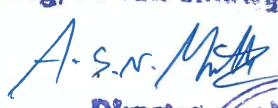




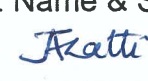
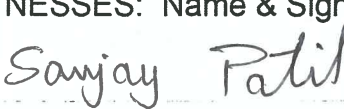
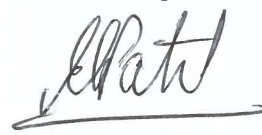

For Vyomaa Energy Private Limited


Director


PRINCIPAL
JAWAHARLAL NEHRU MEDICAL COLLEGE
BELAGAVI


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

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

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



ATTESTED


Shri R. G. Joshi
 B.A., LL.B.
ADVOCATE & NOTARY
 2576-A, Shanivar Khoot,
BELGAUM. 461032
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13 MAR 2021

For Vyomaa Energy Private Limited


Director


PRINCIPAL
JAWAHARLAL NEHRU MEDICAL COLLEGE
BELAGAVI

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

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

LEGAL OFFICER
KLE ACADEMY OF HIGHER
EDUCATION AND RESEARCH
BELAGAVI

EXECUTIVE ENGINEER
KAHER, BELAGAVI



For Vyomaa Energy Private Limited

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A.S.N. Math
Director

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JAWAHARLAL NEHRU MEDICAL COLLEGE
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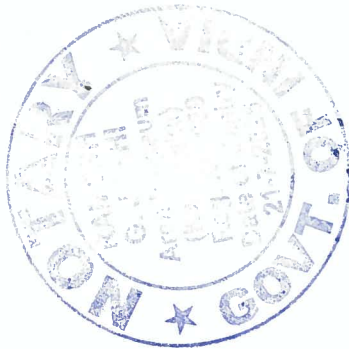
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Schedule 1

Description of the Site

950 kW Capacity

Address of Site:



For Vyoma Energy Private Limited

A.S.N. Muthu
Director

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

Schedule 2

Expected Generation for 950 KWP Solar Plant

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



For Vyomaa Energy Private Limited

A.S.N. Mutha
Director

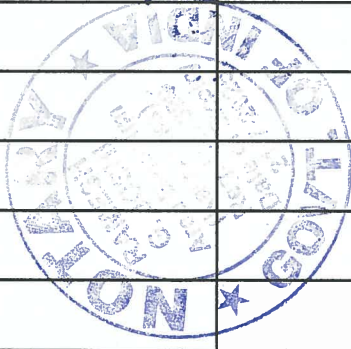
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 JAWAHARLAL NEHRU MEDICAL COLLEGE
 BELAGAVI

Annexure A SOLAR POWER TARIFF FOR PPA

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



For Vyomaa Energy Private Limited

A.S.N. M
Director

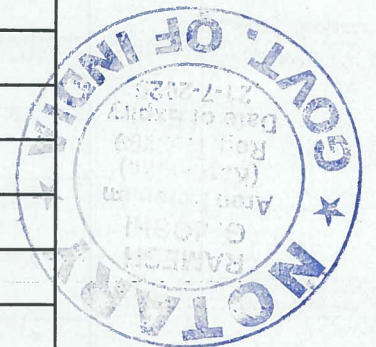
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JAWAHARLAL NEHRU MEDICAL COLLEGE
BELAGAVI

Annexure B

COST FOR BUYING GENERATING FACILITY OF 950KW

(to be calculated on pro rata basis)

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



For Vyoma Energy Private Limited

A.S.N. [Signature]
Director

PRINCIPAL
 JAWAHARLAL NEHRU MEDICAL COLLEGE
 BELAGAVI

[Signature]

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 JAWAHARLAL NEHRU MEDICAL COLLEGE
 BELAGAVI**

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For Vyoma Energy Private Limited

A. S. V. Math
Director

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JAWAHARLAL NEHRU MEDICAL COLLEGE
BELAGAVI

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For Vyomaa Energy Private Limited

A. S. M.
Director

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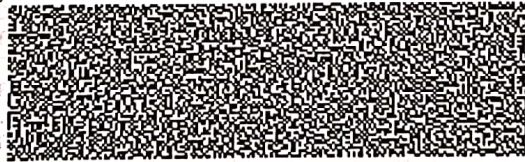
Government of Karnataka

Rs. 200

e-Stamp

Certificate No. : IN-KA90476809548915R
 Certificate Issued Date : 10-Apr-2019 12:55 PM
 Account Reference : NONACC (FI)/ kaksfcl08/ RAJAJINAGAR5/ KA-BN
 Unique Doc. Reference : SUBIN-KAKAKSFCL0811282785074327R
 Purchased by : INFYENERGY SUNFACTORY PVT LTD
 Description of Document : Article 12 Bond
 Description : POWER PURCHASE AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : INFYENERGY SUNFACTORY PVT LTD
 Second Party : PRESIDENT KARNATAKA LINGAYAT EDUCATION SOCIETY
 Stamp Duty Paid By : INFYENERGY SUNFACTORY PVT LTD
 Stamp Duty Amount(Rs.) : 200
 (Two Hundred only)

Pooja G.
 Authorised Singatory
 Shri Lalitamba Patina Souhard
 Sahakari N. Br Bangalore



Please write or type below this line

POWER PURCHASE AGREEMENT
 SOLAR ROOFTOP POWER PROJECT
 DT:12TH APRIL 2019

BETWEEN
 INFYENERGY SUNFACTORY PVT LTD-BANGALORE
 AND
 KARNATAKA LINGAYAT EDUCATION SOCIETY-BELGAUM



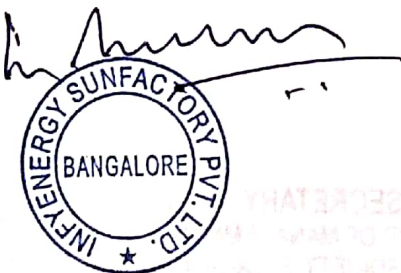
B. N. S.
 SECRETARY
 BOARD OF MANAGEMENT
 K.L.E. SOCIETY, BELAGAVI,

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shclostamp.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.

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Bhumi
SECRETARY
BOARD OF MANAGEMENT
K.K.L.E. SOCIETY, BELAGAVI.

POWER PURCHASE AGREEMENT

This **Power Purchase Agreement** ("Agreement") is entered into on this [12th] day of [April], 2019 by and between:

INFYENERGY SUNFACTORY PVT LTD a company incorporated under the Act and having its registered office at , #210/38,'skanda',3rd Floor ,3rd Block ,Dr.Mallegowda road ,50th Cross ,Rajajinagar ,Bangalore-560010,India hereinafter referred to as the "**ISPL**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the ONE PART;

AND

KARNATAKA LINGAYAT EDUCATION SOCIETY a Trust incorporated under the Tust Act and having its registered office at College road, Belagavi-590001,India (Hereinafter referred to as the "**KLE**", which expression shall unless repugnant to the context or meaning thereof be deemed to be mean and include its successors and permitted assigns) of the OTHER PART.

"**Parties**" shall mean collectively Power Producer and Off taker and "**Party**" means each of Power Producer and Off taker individually.

WHEREAS:

- A. the Power Producer is engaged in the business of generation and sale of power through construction and development of rooftop and ground mounted solar power projects for customers;
- B. the Off taker has agreed to purchase the Electricity (as defined below) to be generated from the Project and to be delivered at the Connection Point (as defined below);
- C. the Power Producer has accordingly, agreed to construct solar power plants and sell and supply to the Off taker, Electricity generated and supplied from the Project, in accordance with the terms and conditions of this Agreement.

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

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

Unless the contrary intention appears and/or the context otherwise requires, in addition to the terms defined elsewhere, the definitions listed in Schedule I shall apply throughout this Agreement. The interpretation and/or construction of this Agreement shall be in accordance with the rules of interpretation annexed and marked Schedule II.




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2. TERM

- 2.1 Subject to Clause 2.2 below, this Agreement shall be effective from the Execution Date and shall be valid until the expiry of 25 (Twenty Five) Years from the Commercial Operations Date, unless terminated earlier by either Party in accordance with the terms of this Agreement.
- 2.2 Notwithstanding anything contained herein, the Parties further agree that this Agreement shall be effective from the Execution Date only in so far as the rights and obligations of the Parties in Clause 3, Clause 4, Clause 5, Clause 6, Clause 12, Clause 13, Clause 14, Clause 15, Clause 16, Clause 17, Clause 18, Clause 19 and Clause 20.

3. POST-SIGNING ACTIVITIES

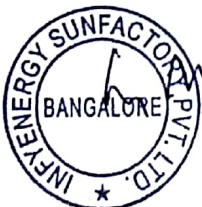
- 3.1 The Parties shall, unless agreed otherwise by the Parties may agree in writing, take all necessary steps and complete the following actions within the time frame specified herein, and each Party shall provide to the other, a certificate of completion of all actions under its obligations as contemplated in this Clause 3.
- 3.2 The following are the post-signing activities ("**Post-Signing Activities**") to be satisfied by the Off taker and the Power Producer, which, however, may be waived by mutual written consent of the Party who benefits from such Post-Signing Activities.

3.2.1 Post-Signing Activities to be fulfilled by the Off taker

The Offtaker shall complete the following actions:

- (a) The Offtaker shall provide complete details and provide access to the authorized representatives of the Power Producer, the Sites as specified in Annexure 2 to this Agreement. The Sites will be suitable for moving equipment of Power Producer and for setting up of the Project. The Offtaker shall provide all information regarding the electrical system of the Offtaker as requested by the Power Producer basis which, the Power Producer will be able to determine the Connection Point.
- (b) [As soon as possible after the Effective and in any case within [[10] ([15])] days of the Effective Date, the Offtaker undertakes to submit a net metering application to the relevant Authority and shall obtain permission in this regard prior to the Commercial Operations Date.]
- (c) Establish the Payment Security in accordance with Clause 10.2 below;
- (d) Secure all relevant Approvals for setting up, generation and off-take of power from the Project

3.3 Satisfaction of Post-Signing Activities




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- 3.3.1 The Off taker shall ensure that the Post-Signing Activities are satisfied as soon as possible but not later than the timelines prescribed for achieving the same in Clause 3.2. The Power Producer shall cooperate with each other in good faith and provide all requisite assistance and documentation for the satisfaction of any of the Post-Signing Activities.
- 3.3.2 The Off taker shall promptly certify such satisfaction to the Power Producer from time to time. Such certification shall be accompanied with satisfactory documents evidencing such fulfillment, to the satisfaction of the Power Producer.
- 3.3.3 If Offtaker becomes aware of anything which will or may prevent any of the Post-Signing Activities from being satisfied, the Offtaker shall notify the others in writing as soon as practicable.
- 3.3.4 The Commercial Operations Date can occur only after all Post-Signing Activities have been satisfied or waived in accordance with terms of this Agreement.

3.4 Consequences of non-fulfilment of Post-Signing Activities

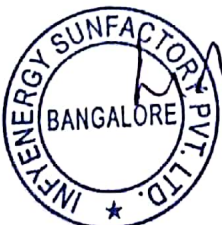
- 3.4.1 The Parties agree that the Power Producer shall, at its cost, install and set up the Project of the agreed Plant Capacity to and including the Measurement Meter at the Measurement Point, subject to compliance by Offtaker of all its obligations under the Agreement on which obligations the Power Producer is dependent for the timely completion of the installation, assembling, setup and commissioning of the Project.
- 3.4.2 The Parties agree to have meetings on mutually acceptable dates in the 3rd (third) month from the Execution Date and the 6th (sixth) month, to discuss the progress and status of the Post-Signing Activities. If after a Progress Meeting, the Power Producer is not satisfied with the progress of the Post-Signing Activities, it may either: (i) grant additional time for the completion of the Post-Signing Activities; or (ii) terminate the agreement pursuant a notice granting [15] additional days to complete the Post-Signing Activities; or (iii) exclude certain solar power plants from the Project and this Agreement shall stand revised to the reduced Plant Capacity.

4. REPRESENTATIONS AND WARRANTIES

Each Party represents to the other Party that during the Term:

- 4.1 it has the power to enter into and perform, and has taken all necessary corporate action for the entry into, delivery of and performance of all of its obligations arising under this Agreement and where necessary has procured all necessary government approvals and licenses, given statutory notices, paid statutory fees, etc. if required, including submission of returns before the Authority under any Applicable Law, for the purposes of execution and performance of this Agreement;
- 4.2 the execution, delivery and performance of this Agreement, in the time and manner herein specified, shall not conflict with, result in a breach of, or constitute a default under any existing

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agreement, indenture, the articles and memorandum of association of either Party or other instrument to which the respective Party is a party or by which it may be bound or affected; and

- 4.3 This Agreement constitutes, or, when executed, shall constitute, a legal, valid and binding obligation on the respective Party, enforceable against it in accordance with its terms.

5. OBLIGATIONS OF THE PARTIES

5.1 Power Producer Obligations

- 5.1.1 Subject to rights available pursuant to this Agreement, Power Producer will be the sole owner of the Project and the Measurement Meter during the life of the project;
- 5.1.2 The Power Producer shall supply the Electricity to the Offtaker at the Connection Point from the Commercial Operations Date in accordance with the provisions of this Agreement;
- 5.1.3 [The Power Producer shall transfer the Project on as-and-where basis at nominal price of INR [100/-] at the end of the Term of this Agreement];
- 5.1.4 The Power Producer shall be responsible for fulfilling all its obligations undertaken by under this Agreement;
- 5.1.5 The Power Producer may, for any reason, transfer the Project or the rights and obligations to supply Electricity under this Agreement to any third party in future either by sale of Project or novation of this Agreement;
- 5.1.6 The Power Producer shall be responsible for taking and maintaining the risk insurance covering accordance with the reasonable industry standards for its equipment, property and all manpower situated within the Site Premises; and
- 5.1.7 The Power Producer shall promptly notify the Offtaker if it becomes aware of any damage to or loss of the use of the Project or that could reasonably be expected to adversely affect the Project.
- 5.1.8 The Power Producer will undertake to obtain all the necessary permissions from the relevant authorities.

5.2 Offtaker Obligations

- 5.2.1 the Offtaker shall purchase the entire Electricity made available starting from the Commercial Operations Date and pay the tariff as specified in Clause 7 towards the same under the provisions of this Agreement by the Due Date; and paying for any interest on delayed payments (if any) as per the provisions of this Agreement;
- 5.2.2 the Offtaker shall undertake payment of all taxes, excise duty, service tax, duties, cess and any future taxes, all interest and penalties thereon and additions thereto (provided that

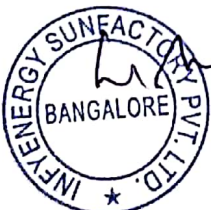
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such interest and penalty has not been levied due to a default of the Power Producer) applicable pursuant to any statute, law, direction, order, interpretation, regulation, rule, notification, circular or any other manner that has a binding effect of creating liability of such taxes on the Offtaker, its contractors or employees, that are required to be paid by the Offtaker as per the applicable law for procuring power as per the terms of this Agreement including payment of all applicable taxes as specified in Clause 7;

- 5.2.3 the Offtaker shall operate and maintain the necessary infrastructure at the inter-connection facility at Site;
- 5.2.4 the Offtaker shall make payments against bills raised in accordance with Clause 10 to the Power Producer on or before the Due Date;
- 5.2.5 the Offtaker agrees to perform and fulfill all other obligations as specified in this Agreement and matters incidental thereto or necessary for the performance of any or all the obligations of the Offtaker under this Agreement;
- 5.2.6 the Offtaker shall retain rights over the Site by way of ownership or lease for the Term of this Agreement. Should these rights cease to exist within the Term of this Agreement, the Offtaker shall ensure that its rights and obligations under this Agreement are transferred to the new owner, subject to the prior consent, of the Power Producer; If the Power Producer does not consent to such transfer the Offtaker shall forthwith purchase the Project from the Power Producer by paying the purchase price in the manner specified in Annexure3 as applicable for the Year in which such purchase obligation is triggered.
- 5.2.7 the Offtaker will ensure that the Site and the building thereof are suitable for the purposes of setting up and operating the Project for the duration of this Agreement. Offtaker will keep designated area shadow free for the period of the Agreement. No other work will be conducted in the designated area without prior consent from the Power Producer;
- 5.2.8 the Offtaker will ensure that no unauthorized personnel shall be allowed to enter the Site;
- 5.2.9 the Offtaker will provide power and water required during the construction of the Project at no cost and further, provide water of such quantity as required by the Power Producer for cleaning of the solar panels which is an estimated [10] Litres per month per kWp of Plant Capacity;
- 5.2.10 the Offtaker shall permit an agreed number of authorized representatives of the Power Producer to enter the Site for the purposes of setting up, installing and operating the Project and the Offtaker shall issue entry permits to such authorized representatives to access the Site 24 (twenty four) hours a day, 7 (seven) days a week;
- 5.2.11 the Offtaker shall provide all necessary infrastructure including storage facilities, power for construction of the solar power plants of the Project, and assistance to the Power Producer in setting up the Project;




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- 5.2.12 the Offtaker shall allow the Power Producer to bring any guests to view the Project during normal business hours, provided Power Producer and its guests comply with the Offtaker's security policies and having obtained prior consent from Offtaker.
- 5.2.13 The Offtaker shall ensure that the Sites identified shall have sufficient space for setting up and operating the solar equipment and further, shall ensure that other structures do not in any manner shade or restrict sunlight from reaching the solar power plants of the Project. The Power Producer may, at its sole discretion, declare Deemed Generation in the event of occurrence of shading as described in this Clause 5.2.13.
- 5.2.14 The Offtaker undertakes to pay the necessary official fee for obtaining all the government approvals.
- 5.2.15 The Offtaker will take care in normal course to provide security protection to the Project and the assets of the Power Producer installed at the Site (or such other place to which the Project is relocated in accordance with this Agreement) as will be provided to the rest of the Site. The Offtaker shall specifically direct the security engaged by it to make best efforts to protect the solar panels and other equipment against any damage other than that caused by a Force Majeure Event.

6. COMMISSIONING OF THE PROJECT

- 6.1 Subject to the Offtaker complying with of all its obligations under this Agreement, the Parties agree that the Power Producer shall install and set up the Project of approximately [1MW] Plant Capacity capable of delivering Electricity up to [1533000kWp] kWp, including Measurement Meter at the Measurement Point within the period described in Clause 6.5. In the event that the Power Producer is unable to achieve Commercial Operations Date within the time period described in Clause 6.5, the Commercial Operations Date shall be extended for a period required for achieving the same, and in such event the revised date shall be deemed to be the Commercial Operations Date.
- 6.2 The Power Producer may, at its discretion, construct a Project with reduced Plant Capacity for any material commercial or technical reason.
- 6.3 The Power Producer shall set up the Project at the Sites as described in Annexure 2.
- 6.4 The Power Producer shall provide the electrical cables for transmission of Electricity from the Project up to the Connection Point. It is the responsibility of the Offtaker to develop infrastructure for transmission of Electricity from the Connection Point for its usage. It is agreed that the Offtaker shall keep all infrastructure for receiving Electricity from the Connection Point prior to the Commercial Operations Date and shall maintain the same to the satisfaction of the Power Producer through the Term of the Agreement.
- 6.5 Unless otherwise agreed by the Parties, the Power Producer undertakes to set up and install the Project within 05 ([five]) months from the completion of Post-Signing Activities by the Offtaker




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including the handing over of the Sites with complete unfettered access for the authorised representatives of the Power Producer of the Project, unless one of the following occurs:

- 6.5.1 The Post-Signing Activities required to be fulfilled by the Offtaker has not been completed or in the opinion of the Power Producer, the Offtaker has not provided cooperation in setting up of the Power Plant as a result of which, the Commercial Operations Date has been delayed. In such scenario, the Commercial Operations Date shall be extended for the period for which the setting up of the Project was affected as determined by the Power Producer.
- 6.5.2 occurred Force Majeure Event in terms of this Agreement, in which case the Commercial Operations Date shall be extended for a period corresponding to the period of the Force Majeure Event unless terminated by the Parties in accordance with this Agreement.

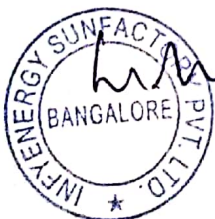
7. TARIFFS

- 7.1 The tariff prevailing at the time of the Agreement basis the tariff schedule as provided in Annexure 1 to this Agreement shall be billed by the Power Producer and shall be paid by the Offtaker basis the reading of the Measurement Meter at the for each kWh of Electricity generated at the Connection Point.
- 7.2 In addition to the above tariff, the Offtaker shall also pay all taxes, duties for generation and off-take of Electricity as applicable at that point in time. This may include any electricity duty, surcharge on cross subsidy and any cess levied by any Authority, etc.

8. METER READING

8.1 Measurement Meter Reading

- 8.1.1 The Power Producer shall, prior to the Commercial Operations Date, at its own cost, install the Measurement Meter at the Connection Point to measure the power generated from the Project and these meters shall be in compliance with the norms set out by the Electricity Laws. The Power Producer shall be responsible for the maintenance and repair of the aforementioned meters.
- 8.1.2 The Power Producer shall maintain the Measurement Meter as per industry practices. It shall have the right to calibrate the Measurement Meter at least once in [6 (six)] months after the Commercial Operations Date with a [2 (two)] day prior written intimation to the Offtaker.
- 8.1.3 The risk and title to the Electricity shall remain with the Power Producer only up to the Connection Point, beyond which, the risk and title passes to the Offtaker.
- 8.1.4 Power Producer shall maintain digital records for electricity consumed by using the Measurement Meter. Parties agree that such digital records shall be conclusive evidence of the Electricity generated by the Project.




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- 8.2 The Measurement Meter and the check meter shall be jointly sealed by the representatives of the Power Producer and the Offtaker.
- 8.3 The Offtaker may require the Power Producer, at any time, to inspect the Measurement Meter at with a prior notice of at least 3 (three) Business Days. The Power Producer may inspect the Measurement Meter with a prior notice of [1 (one) Business Day] to the Offtaker and issue any instructions regarding any repairs, maintenance or other technical matters related to the Measurement Meter. The Offtaker may choose to have a representative present at time of such inspection. Subject to Clause 8.4, Power Producer shall bear all costs incurred for repairs and maintenance of the Measurement Meter.
- 8.4 Subject to Clause 8.3, Power Producer shall have a right to calibrate the Measurement Meter at least once in each Year after the Commercial Operations Date. The Offtaker may elect to have its representatives present when the Power Producer calibrates the Measurement Meter (in accordance with Clause 8.3 above). If Offtaker, at any time, is dissatisfied with Power Producer's calibration of the Measurement Meter, it may ask for a mutually acceptable third party to calibrate the Measurement Meter. If such third party calibrates the Measurement Meter and does not find any inaccuracy in the Measurement Meter which exceeds 2% (two percent) at full Plant Capacity, then the cost of calibration by such third party shall be paid by the Offtaker, otherwise it shall be paid by the Power Producer.
- 8.5 If it is determined during any inspection as contemplated under Clause 8.3 and 8.4 that the Measurement Meter is not working properly, the Power Producer shall arrange for repair of such Measurement Meter and readings for each day during such day(s) of inspection and repair shall be taken to be the average of last 7 (seven) days of readings of the Measurement Meter, of the previously Invoiced month. If an inaccuracy of more than 2% (two percent) of the Measurement Meter is found at the full Plant Capacity, the Invoices of the Power Producer to the Offtaker shall be corrected by adjusting such inaccuracy for any period of inaccuracy known or agreed upon, or if the period of inaccuracy is unknown or not agreed upon, then for a period extending back half of the time elapsed since the last calibration.

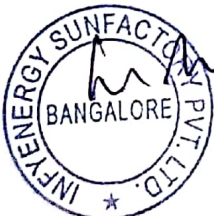
9. OPERATION AND MAINTENANCE

- 9.1 The Offtaker hereby appoints the Power Producer as of the Effective Date to undertake the operation and maintenance activity so as to generate the Electricity for measuring at the Measurement Point from the Commercial Operations Date as per the terms of this Agreement. Except as provided in this Agreement and subject to the Offtaker's performance of its obligations under this Agreement including obligations to provide the Site, during the Term or any extension thereof, Power Producer shall carry out the operations and maintenance of the Project.

9.2 Minimum Uptime

- 9.2.1 The Power producer shall ensure that the Plant shall be running for at least [85%] of each Year in accordance with the provisions of this Clause 9.2. ("**Minimum Uptime**"). It is clarified that in order to meet its obligations under this Agreement, the Power Producer

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shall be entitled to procure or arrange for the supply of Electricity to the Offtaker from its Affiliates, Subsidiaries or group companies, as per the terms of this Agreement.

- 9.2.2 The Minimum Uptime is considered on a calendar year basis with year being considered a separate Uptime Measurement Period. The first year commences on the Commercial Operations Date and concludes on 31 December 2016 ("**Uptime Measurement Period**")
- 9.2.3 The Project will be considered to be up for the purposes of the Uptime Measurement Period if the Measurement Meter records generation of Electricity from the Project on any particular day. Occurrence of any event beyond the control of the Power Producer including Force Majeure Event, outages of the grid, the Offtaker not offtaking Electricity from the Project will deem the Project to have been up for the purposes of measurement of the Uptime Measurement Period. The Minimum Uptime is calculated a percentage of the days in a calendar year during which the Project is up as calculated in this Clause 9.2.3.
- 9.2.4 If the Minimum Uptime in an Uptime Measurement Period as calculated above is not met by the Power Producer, the Power Producer shall be granted a further [6 (six)] months to rectify the Minimum Uptime ("**Rectification Period**"). If the Power Producer fails to meet the Minimum Uptime in the Rectification Period, the Minimum Uptime will be considered to have not been met. If the Minimum Uptime is not rectified in the Rectification Period, the Power Producer shall be responsible to pay [INR[1](Indian Rupees [one])] Indian Rupees [01]] per Billable Unit for every [5]% shortfall of Minimum Uptime. The maximum penalty that is leviable is [1] (Indian Rupees [one]) per Billable Unit during any Uptime Measurement Period.

10. INVOICING AND PAYMENT

10.1 Invoicing

- 10.1.1 The Power Producer shall issue an Invoice to the Offtaker on monthly basis by 7th (seventh) day of each month for the previous month and the Offtaker shall make payment thereof within 15 (fifteen) days from the date of the Invoice ("**Due Date**").
- 10.1.2 Any Invoice issued by the Power Producer shall include the tariff as per Clause 7, applicable Taxes and any other additional payments, if any.
- 10.1.3 Power Producer shall notify the details of the bank account at [•] opened and maintained by the Power Producer to Offtaker on the Effective Date for all the payments to be made by Offtaker to Power Producer. Offtaker shall instruct its banker to make all payments under this Agreement to Power Producer's Designated Account by way of Cheque/RTGS and shall notify Power Producer of such instructions on the same day.
- 10.1.4 In the event of any payment outstanding by Offtaker to the Producer under this Agreement beyond the Due Date, the same shall carry interest at a rate equal to 10% (ten percent), from the Due Date till the time of realization (along with the interest). On the taxes



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included in the Invoice for which the payment is outstanding, Offtaker shall pay interest on the tax component of such Invoice at a rate equal to 18% (eighteen per cent) per annum.

10.1.5 The Parties agree that in the event any Invoices or part thereof remain outstanding for more than [60 (sixty)] days from the Due Date, Power Producer shall be entitled to suspend the generation of Electricity and in such event Power Producer shall be entitled to apply Deemed Generation and Invoice the Offtaker basis the same.

10.2 Payment Security Mechanism

10.2.1 Within 30 (Thirty) days of the Effective Date and in any event prior to the Commercial Operations Date, the Offtaker shall establish a revolving bank guarantee facility in favour of the Power Producer for [18,24,000.00] (Indian Rupees Eighteen lakhs Twenty Four Thousand and paise Zero only)/ [an amount computed as set out below] [**Note to Draft: Amount equivalent to 4 months of Billing**] ("**Payment Security**") for term of this Agreement.

10.2.2 The Payment Security shall be accompanied by an undertaking from the Offtaker authorizing the appropriation of the Payment Security in case of default / non-payment of Invoices by the Offtaker. In the event of appropriation of the Payment Security in accordance with this Agreement, the Offtaker shall restore the amount of Payment Security prior to the immediately succeeding Due Date for Invoice payment.

10.2.3 If the Offtaker fails to pay any amount due under an Invoice under this Agreement in full by the Due Date for Invoice payment, notwithstanding any dispute in accordance with Clause 10.3 below, the Power Producer may draw upon the Payment Security for the amount due under such Invoice.

10.3 Disputes

10.3.1 In the event of any dispute with regard to any Invoice, the Offtaker shall pay the Power Producer the entire Invoiced amount pending resolution of the same under the dispute resolution mechanism laid down in Clause 18 of this Agreement. The tariff as provided in this Agreement shall not be subject matter of a dispute. In case of a dispute under this Clause, the Offtaker shall within 7 (seven) days of receiving such Invoice, issue a notice (the "**Bill Dispute Notice**") to the Power Producer setting out: (i) the details of the disputed amount; (ii) its estimate of what the correct amount should be; and (iii) all relevant written material in support of its claim.

10.3.2 If the Power Producer does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.3.1, it shall, within 7 (seven) days of receiving the Bill Dispute Notice, furnish a notice ("**Bill Disagreement Notice**") to the Offtaker providing: (i) reasons for its disagreement; (ii) its estimate of what the correct amount should be (if different from the amount indicated in the Invoice); and (iii) all relevant written material in support of its position.

10.3.3 Upon receipt of the Bill Disagreement Notice by the Offtaker under Article 10.3.2 above, the authorized representative(s) of the Parties shall meet and make best endeavours to amicably resolve such dispute within 7 (seven) days of receipt of the Bill Disagreement Notice.



10.3.4 If the Parties do not amicably resolve the dispute within 7 (seven) days of receipt of Bill Disagreement Notice pursuant to Article 10.2.3, the matter shall be referred to dispute resolution in accordance with Article 18 of this Agreement.

10.4 Priority of appropriation

All payments made by the Offtaker shall be appropriated by the Power Producer in the following order of priority:

- (i) towards late payment interest, payable by the Offtaker, if any;
- (ii) towards unpaid taxes if any;
- (iii) towards prior unpaid Bill, if any; and
- (iv) towards then current Invoice.

10.5 Deductions

All payments required to be made under this Agreement shall only include any deduction or set off for:

- (i) deductions required by Law; and
- (ii) amounts claimed by the Offtaker from the Power Producer under clause 9.2.4 above, through an Invoice duly acknowledged by the Power Producer, and not disputed by the Power Producer.

11. OFF-TAKE OF ELECTRICITY

11.1 For a period of 25 years (Twenty Five) from the Commercial Operations Date, 100% (one hundred percent) of the Electricity generated by the Project shall be offtaken by the Offtaker. If 100% (one hundred percent) of the Electricity is not offtaken by the Offtaker, Deemed Generation as provided in Clause 11.2 shall apply. Further, if there is a non-availability of load due to which the Project does not operate at 80% Plant Capacity, Deemed Generation shall apply for such day.

11.2 Deemed Generation

11.2.1 If on any day, the Power Producer determines that Deemed Generation applies, the Billed Units shall be determined in accordance with this Clause 11.2 in place of actual generation of the project.

11.2.2 If the requirements for application of Deemed Generation are determined to be met by the Power Producer, Deemed Generation shall apply for the entire day and will be calculated on daily basis.



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11.2.3 After one year from Commercial Operations Date and continuing throughout the Term of this Agreement, Deemed Generation for any particular day shall be equal to the average number of Billed Units per day in the previous 12 (twelve) months.

11.2.4 In the first year commencing from the Commercial Operations Date, Deemed Generation shall equal the average of Billed Units per date over such period of operation of the Project.

12. TRANSFER OF PLANTS

12.1 In the event that the Offtaker repairs the Site for any reason not directly related to the damage caused by the Power Producer, and such repair requires the partial or complete temporary disassembly and reassembly or movement of the Project, the Offtaker shall pay all agreed costs for disassembling, moving and setting up of the Project, which costs shall be paid in full by the Offtaker prior to such moving to be done by the Power Producer.

12.2 The Project will be deemed to be operating and the billing shall be done as per Deemed Generation for the affected solar power plants of the Project.

13. DAMAGE TO PLANTS

13.1 If the Project is damaged as a result of any ant or negligence on part of the Offtaker or any person associated with the Offtaker including contractors appointed by the Offtaker, the Offtaker will be responsible for all costs involved in repairing of the solar power plants of the project.

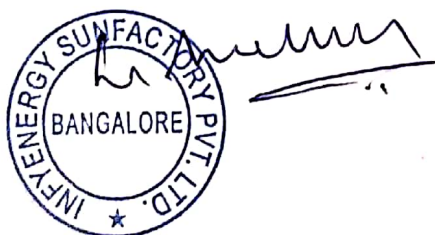
13.2 If an event as described in Clause 13.1 occurs, Deemed Generation shall apply and the Offtaker will be Invoiced as per Deemed Generation until the complete Plant Capacity of the Project is restored.

14. TRANSFER OF SITE PREMISES

14.1.1 In the event the Offtaker intends to sell or transfer the Sites housing the Project, it shall undertake the same with the prior written consent of the Power Producer and if the Power Producer consents in writing, Offtaker shall give at least One Hundred and Eighty (180) days prior notice to the Power Producer and will ensure that this Agreement is transferred / novated to transferee, without any interruption in payments. The Offtaker shall also ensure that a clause to this effect, to the satisfaction of the Power Producer, is incorporated in the transfer documents between itself and the transferee and there shall not be an interruption in payment of the Invoices. If the Power Producer does not consent to such sale/transfer the Offtaker shall forthwith purchase the Project from the Power Producer by paying the purchase price in the manner specified in Annexure3 as applicable for the Year in which such purchase obligation is triggered.

14.2 If either the Offtaker or the Power Producer merges with any other entity, the terms of this agreement shall continue to be binding upon such merged entity.

15. FORCE MAJEURE



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15.1 Force Majeure Events

Force Majeure shall include the following circumstances if they impede the performance of the Agreement or make performance unreasonably onerous:

15.1.1 acts of god, natural disasters;

15.1.2 accidents, fires, explosions;

15.1.3 acts of Authorities or international organizations, trade embargoes;

15.1.4 war, acts of terror or sabotage in each case occurring inside or directly involving India;

15.1.5 industrial disputes, strikes or any lockout prescribed by the professional representation body of the Parties in the Parties' organization or in any plant which works directly for Parties or generalized labour action occurring within India;

15.1.6 weather circumstances which Power Producer like any other competent power producer is not normally expected to anticipate when concluding the Agreement or during the term of this Agreement;

15.1.7 lack of cooperation and assistance by the Offtaker wherever needed in this Agreement for setting up of the Project and generation of Electricity; and

15.1.8 any other circumstances beyond the reasonable control of the Power Producer.

Neither of the Parties shall be liable if it is hindered from its contractual performance by Force Majeure.

15.2 Duty to Report

Upon occurrence of a Force Majeure Event, the party affected by the Force Majeure Event ("**Affected Party**") shall by notice report such occurrence to the other Party forthwith with the following particulars:

- (i) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Clause with evidence in support thereof;
- (ii) the estimated duration and the effect or probable effect of such Force Majeure Event on the Affected Party's performance of its obligations under this Agreement;
- (iii) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- (iv) any other information relevant to the Affected Party's claim.




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- 15.3 The Affected Party shall not be entitled to any relief in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable.
- 15.4 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular reports containing information as required, and such other information as the other Party may reasonably request the Affected Party to provide.
- 15.5 Upon the occurrence of any Force Majeure Event, the Term of this Agreement shall be extended by a period equal in length to the duration of Force Majeure Event;
- 15.6 Upon occurrence of a Force Majeure Event, the costs incurred and attributable to such event and directly relating to the Project shall be borne by the respective Parties and neither Party shall be required to pay to the other Party any costs thereof;
- 15.7 If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:
- (i) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
 - (ii) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
 - (iii) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

16. EVENTS OF DEFAULT

16.1 Event of Default of Power Producer

- 16.1.1 has abandoned the Project or committed any material breach of the obligations under this Agreement;
- 16.1.2 Any of the representations and warranties made by the Power Producer in Clause 4 of this Agreement being found to be untrue or inaccurate;
- 16.1.3 has voluntarily commenced bankruptcy, insolvency, reorganization, stay, moratorium or similar debtor-relief proceedings, or shall have become insolvent or is unable to pay its debts as they become due, or admits in writing its inability to pay its debts or makes an assignment for the benefit of its creditors; or




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16.1.4 has insolvency, receivership, re organization or bankruptcy proceedings brought against it and the petition commencing such proceedings is not controverted and the proceedings dismissed or effectively stayed within 60 (sixty) days of such commencement.

16.2 Event of Default of Offtaker

16.2.1 committed any material breach of the obligations under this Agreement;

16.2.2 has voluntarily commenced bankruptcy, insolvency, reorganisation, stay, moratorium or similar debtor-relief proceedings, or shall have become insolvent or is unable to pay its debts as they become due, or admits in writing its inability to pay its debts or makes an assignment for the benefit of its creditors;

16.2.3 has insolvency, receivership, reorganisation or bankruptcy proceedings brought against it and the petition commencing such proceedings is not controverted and the proceedings dismissed or effectively stayed within 60 (sixty) days of such commencement;

16.2.4 if the Project are designed, operated constructed or completed in violation of applicable laws due to a default on part of Offtaker;

16.2.5 the Offtaker repudiates this Agreement and does not rectify such breach even within a period of [45] ([forty five]) days from receipt of a notice from the Power Producer in this regard;

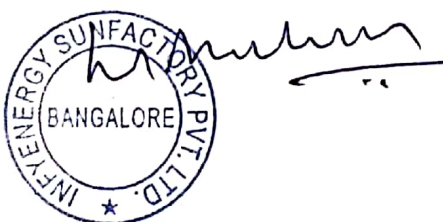
16.2.6 any of the representations and warranties made by the Offtaker in Clause 4 of this Agreement being found to be untrue or inaccurate; or

16.2.7 the Offtake is in arrears for more than [3 (three)] weeks for payment of the any Invoice or other amounts payable under this Agreement from the Due Date.

16.3 Notice of Default and Termination

Either Party may at any time on the occurrence of default/s set out in Clause 16 herein above by the other, give the defaulting Party a written notice of such Default. If the defaulting Party does not commence appropriate measure within a period of [90 (ninety)] days after issuance of such notice to remedy that breach/default, then the non-defaulting Party may terminate this Agreement at any time thereafter after a written notice stating therein the date of termination. Provided however, for a period of 30 (thirty) days upon receipt of notice of default under this Clause 16.3, the Parties shall consult each other to identify a cure of the default, if no such cure is mutually agreed on, a notice of termination of 2 (two) months may be issued by the non-defaulting Party pursuant to which, this Agreement stands terminated.

16.4 Provided however, if the agreement is terminated by the Power Producer due to an Offtaker Event of Default as per Clause 16.2, the Offtaker shall forthwith purchase the Project from the Power



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Producer by paying the purchase price in the manner specified in Annexure 3 as applicable for the Year in which such purchase obligation is triggered.

- 16.5 All rights and liabilities accruing to the Parties as on date of the termination of this Agreement shall continue to apply irrespective of termination of the Agreement, unless waived by both Parties.
- 16.6 Upon Termination of this Agreement on account of a Power Producer Event of Default, the Power Producer shall disassemble and remove all remaining solar power plants of the Project in their entirety from the Site Premises within a period of 2 (two) months.

17. REMOVAL OF PLANTS

17.1 Removal of Solar Power Plants

(a) If, due to a default on part of the Power Producer, any solar power plant of the Project fails to generate Electricity for a period greater than [6 (six)] months, the Offtaker has the right to require exclusion of the solar power plant pursuant to issuance of a notice in this regard. Upon receipt of such a Notice for exclusion, the Power producer shall remove the solar power plant from the Site within a period of [02] months upto 100kw and above 100kw (6 months) and the terms of this Agreement shall not apply to such excluded solar power plant. Provisions of this sub-Clause shall not apply if the non-generation is as a result of:

(b) A Force Majeure event as per Clause 15;

(c) An Offtaker Event of Default as per Clause 16.2; and

(d) Repairs to any solar power plants of the Project, provided that the Power Producer has initiated such repair on a good faith basis.

17.2 Process for removal

17.2.1 Any exclusion of solar power plants pursuant to this Clause 17 of this Agreement shall be without prejudice the rights and liabilities of the Parties with respect to the excluded solar power plant under this Agreement.

17.2.2 Upon receipt of such a Notice for exclusion pursuant to Clause 17.1.1 (b), the Power producer shall remove the solar power plant from the Site within a period of [02] months.

17.3 Removal Before Commissioning

17.3.1 If the Offtaker requires a removal of any solar power plant of the Project prior to the Commercial Operations Date, it may request the Power Producer for the same vide a Notice of Termination and payment of early removal payment as described in the below Clause 17.3.2.

17.3.2 Early Removal Payment



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- (i) If the Offtaker requires removal of any solar power project under circumstances described in Clause 17.3.1, the Offtaker shall make an early removal payment to the Power Producer in the manner described below:

17.4 If all solar power plants of the Project have been removed from the Sites due to operation of this Clause 17, then pursuant to receipt of all payments due to the Power Producer, this Agreement shall stand terminated.

18. DISPUTE RESOLUTION & ARBITRATION

18.1 Governing law

This Agreement shall be governed by and construed in accordance with the laws of India. Subject to Clause 18.2, the courts of Belgaum shall have exclusive jurisdiction for any dispute arising out of or in connection with this Agreement.

18.2 Arbitration

18.2.1 If any dispute arises between the Parties at any time in connection with validity, interpretation, implementation or alleged material breach of any provision of this Agreement, the Parties shall endeavour to settle such dispute amicably within a period of [30] ([thirty]) days.

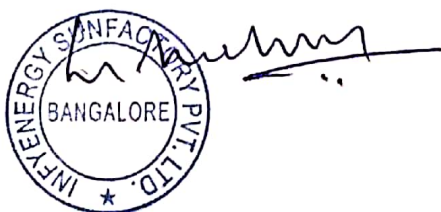
18.2.2 In case of such failure of amicable resolution pursuant to Clause 18.2.1, the dispute shall be referred to a sole arbitrator to be appointed in accordance with the Arbitration and Conciliation Act, 1996 ("Arbitrator"). The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996.

18.2.3 The seat for the arbitration proceedings shall be Belgaum and the language of arbitration shall be English. The Arbitrator shall have the right to give interim directions or interim award and any such interim direction or award passed by the Arbitrator shall be final and conclusive and binding on the Parties. Either Party shall be entitled to approach competent courts for interim reliefs. Both Party's in arbitration shall bear the costs equally of the arbitration.

18.2.4 Notwithstanding any dispute between the Parties or pending reference to arbitration, each Party shall carry on its obligations under the Agreement until the arbitration award is known, unless the question of such continuance is a subject matter of such proceedings.

18.2.5 Any award made by the Arbitrator shall be final and binding on each of the Parties.

19. INDEMNITY




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- 19.1 Power Producer shall indemnify the Offtaker against all claims that might be made by any member of the public or any third party and/or any employee of Power Producer directly arising out of personal injury or death incurred or suffered by such member, third party or employee of Power Producer on account of any accident or incident arising out of or in connection with or in relation to the performance of the Agreement for reasons attributable to Power Producer.
- 19.2 Offtaker shall indemnify Power Producer against all claims that might be made by any member of the public or any third party or any employee of Offtaker directly arising out of personal injury or death incurred or suffered by such member or third party or employee of Offtaker on account of any accident or incident arising out of or in connection with or in relation to the performance of the Agreement for reasons attributable to Offtaker.
- 19.3 Subject to the provisions of Clauses 19.1 and 19.2, each Party shall at its own cost be responsible for and shall insure against loss of or damage or destruction to its own property (including work in process) and installations and neither Party shall have any right to claim or cause of action against the other Party for any such loss, damage or destruction on account of any accident or incident or damage, howsoever caused, arising out of or in connection with or in relation to the performance of the Agreement.

20. MISCELLANEOUS

20.1 Assignment

The Offtaker shall not assign or transfer this Agreement or all or any part of its rights or obligations hereunder to any person, firm or corporation without the prior written consent of the Power Producer. Notwithstanding anything contained in this Agreement, the Parties agree that Power Producer has the right to assign or transfer this Agreement or all or any part of its rights or obligations hereunder to any person, firm or corporation including sale of the project to a new buyer.

20.2 Remedies

The rights and remedies of the Parties hereto are cumulative and not alternative. Except where a specific period for action or inaction is provided herein, neither the failure nor any delay on the part of any Party in exercising any right, power or privilege under this Agreement or the documents referred to in this Agreement shall operate as a waiver thereof, nor shall any waiver on the part of any Party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The failure of a Party to exercise any right conferred herein within the time required shall cause such right to terminate with respect to the transaction or circumstances giving rise to such right, but not to any such right arising as a result of any other transactions or circumstances.

20.3 Severability




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If one or more provisions of this Agreement are held to be void, voidable or illegal or otherwise unenforceable under applicable law, such provisions shall be excluded from this Agreement and the remainder of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

20.4 Agency

The Parties have the right to appoint any agents, external consultants and advisors for the performance of their obligations under this Agreement.

20.5 Notices

20.5.1 Form of Notice

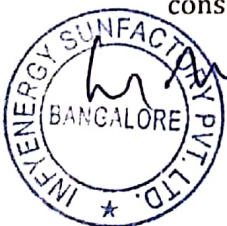
Any notice, consent, request, demand, approval or other communication to be given or made under or in connection with this Agreement (each, a "Notice" for the purposes of this clause) shall be in English, in writing and signed by or on behalf of the person giving it.

20.5.2 Method of Service

Service of a notice must be effected by one of the following methods:

- (i) by hand to the relevant address set out in Clause 20.5.3 and shall be deemed served upon delivery if delivered during a Business Day, or at the start of the next Business Day if delivered at any other time; or
- (ii) by prepaid first-class post to the relevant address set out in Clause 20.5.3 and shall be deemed served at the start of the second Business Day after the date of posting; or
- (iii) by prepaid international airmail to the relevant address set out in Clause 20.5.3 and shall be deemed served at the start of the fourth Business Day after the date of posting; or
- (iv) by facsimile transmission to the relevant facsimile number set out in Clause 20.5.3 and shall be deemed served on dispatch, if dispatched during a Business Day or at the start of the next Business Day if dispatched at any other time, provided that in each case a receipt indicating complete transmission of the notice is obtained by the sender and that a copy of the notice is also dispatched to the recipient using a method described in this Clause no later than the end of the next Business Day.

In this Clause 20.5.2, "during a Business Day" means any time between 9.30 am and 5.30 pm on a Business Day based on the local time where the recipient of the notice is located. **References** to "the start of a Business Day" and "the end of a Business Day" shall be construed accordingly.



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20.5.3 Address for Service

Notices shall be addressed as follows:

(i) Notices to Offtaker.

Name : **KLE SOCIETY**
 Address : College road, Belagavi-590001,India
 Fax number : -----
 To the attention of : SECRETARY-KLE SOCIETY

With copy to (which shall not constitute a notice):

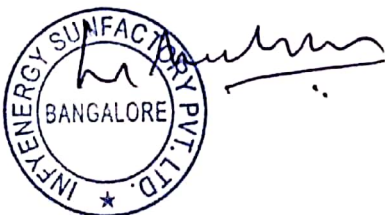
Name : **KLE SOCIETY**
 Address : College road, Belagavi-590001,India
 Fax number : -----
 To the attention of : SECRETARY-KLE SOCIETY

(ii) Notices to Power Producer.

Name : **INFYENERGY SUNFACTORY PVT LTD**
 Address : #210/38,'skanda',3rd Floor ,3rd Block
 ,Dr.Mallegowda road ,50th Cross ,Rajajinagar
 ,Bangalore-560010,India
 To the attention of : G S RAGHAVENDRA-MANAGING DIRECTOR

With copy to (which shall not constitute a notice):

Name : **INFYENERGY SUNFACTORY PVT LTD**
 Address : #210/38,'skanda',3rd Floor ,3rd Block
 ,Dr.Mallegowda road ,50th Cross ,Rajajinagar
 ,Bangalore-560010,India



B. K. L. E.
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To the attention of : G S RAGHAVENDRA-MANAGING DIRECTOR

20.6 Confidential Information

20.6.1 Each Party ("**Receiving Party**") recognizes that it may be given and may have access to the Confidential Information of the other Party ("**Disclosing Party**") and hereby undertakes not to use any such Confidential Information at any time, for its own purpose except as permitted hereunder, without the prior written consent of the Disclosing Party and shall use its best efforts to keep confidential and not to disclose to any third party, any Confidential Information of the Disclosing Party at any time. The contents of this Agreement shall also be kept confidential. For the purpose of this Agreement, confidential information shall include all information of whatever nature, whether provided in writing, orally, electronically or otherwise by or on behalf of the Disclosing Party including but not limited to proprietary information of the Disclosing Party any other information relating to the operations, lay-outs, designs, plans, intentions, forecasts, market opportunities, projections, activities and/or financial affairs as disclosed by the Disclosing Party ("**Confidential Information**"). Upon termination, the Receiving Party shall promptly return all the Confidential Information and any other materials and information provided by the Disclosing Party or permanently destroys and/or erase all such Confidential Information.

20.6.2 Nothing in this Clause above shall apply to any Confidential Information which:

- (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); or
- (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; or
- (iii) was known to the Receiving Party prior to its disclosure under this Agreement; or
- (iv) is required to be disclosed by any Authority or judicial order or direction, in which case the Party so required shall, to the extent legally permitted and reasonably practicable, give the other Party prior written notice of such disclosures required to be made and reasonably cooperate with such Party in obtaining confidential treatment in respect of the Confidential Information required to be disclosed.

20.7 Independent Contractor

The relationship between the Parties is solely that of a principal and contractor and nothing in this Agreement is intended to, or shall be deemed to, establish any association, partnership or joint venture, relationship of principal and agent, franchisee, legal representative, or employer and employee relationship between the Parties or any of the Parties, contractors, agents and representatives within the meaning of any law. Neither Power Producer nor its employees are authorized, nor shall they purport to be authorized, to bind Offtaker or its Affiliates. Nothing in

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B. S. Ravi
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this Agreement shall create or be interpreted as creating any joint liability of Off taker and Power Producer.

20.8 Waiver

To the extent permitted by applicable Law: (i) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the Party or Parties giving the same; (ii) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given; and (iii) no notice to or demand on one Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

20.9 Independent Rights

Each of the rights of the Parties are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise. Provided that where different rights are created as a result of or on account of a single cause of action, where a Party has achieved complete remedy by pursuing one course of action, such Party shall not be entitled to pursue other causes of action to seek further remedies for the same cause of action.

20.10 Entire Agreement

This Agreement constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes any and all prior agreements, including letters of intent and term sheets, either oral or in writing, between the Parties with respect to the subject matter herein.

20.11 Counterparts

This Agreement may be executed in 1 (one) or more counterparts, each of which when so executed and delivered shall be deemed an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by facsimile transmission or electronic mail in "portable document format" (".pdf") shall be as effective as signing and delivering the counterpart in person.

20.12 Survival



The termination of this Agreement shall in no event terminate or prejudice: (i) any right or obligation arising out of or accruing under this Agreement attributable to events or circumstances occurring prior to such termination; (ii) any provision which by its nature is intended to survive termination, including the provisions of Clause 1, Clause 18, Clause 19, Clause 20.5, Clause 20.6, Clause 20.9 and this Clause 20.12.




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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and delivered for and on behalf of
Infyenergy Sunfactory Pvt Ltd

By: G S RAGHAVENDRA
Title: MANAGING DIRECTOR
[Authorised by resolution of the board of directors dated [12-04-2019]

Signed and delivered for and on behalf of
Karnataka Lingayat Education Society



SECRETARY
BOARD OF MANAGEMENT
KLE SOCIETY, BELAGAVI.

By: SECRETARY-KLE SOCIETY
Title: SECRETARY-KLE SOCIETY
[Authorised by resolution of the board of directors dated [12-04-2019]

In presence of witnesses:

- 1.
- 2.

In presence of witnesses:

- 1.
- 2.

**ANNEXURE 1:
TARIFF SCHEDULE**

The tariff as applicable for each year from Commercial Operations Date is as follows:

Year	Tariff (INR/kWh)
1	3.80
2	3.80
3	3.80
4	3.80
5	3.80
6	3.80
7	3.80
8	3.80
9	3.80
10	3.80
11	3.80
12	3.80
13	3.80
14	3.80
15	3.80
16	3.80
17	3.80
18	3.80
19	3.80
20	3.80
21	3.80
22	3.80
23	3.80
24	3.80
25	3.80




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**ANNEXURE 2:
PLANT LOCATIONS**

The following solar power plants are to be installed at the Site Premises:

[Details Enclosed]




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List of solar rooftop projects-KLE Society

SI No	Name of Institute(KLE SOCIETY)	Location	Contract Demand in KW/KVA	State Utility's consumer HT/LT	Average Electricity Consumption/Month	Company	Dedicated/co mmon Feeder	Roof Top Area in Sq Meter	
1	PUC JAKKERI HONDA	BELAGAVI	50 KW	LT-2 B1	3125	HESCOM	COMMON	2258	
2	P R Chikodi Secondary School, GALATAGA	GALATAGA	0.24 KW	LT-2a(ii)	294	HESCOM	COMMON		
3	Primary Kannada medium (convent) school, GALATAGA	GALATAGA	6.5 KW	LT-2B(ii)	457	HESCOM	COMMON	403.9	
4	KLE SOCIETY C B S E SCHOOL NIPPANI	NIPPANI	50 KVA	HT -2C(ii)	3985	HESCOM	DEDICATED		
5	KLE SOCIETY COLLEGE OF PHARMACY, NIPPANI	NIPPANI	28 KVA	HT-2C(ii)	4258	HESCOM	DEDICATED		
6	KLES GIB NIPPANI	NIPPANI	4 KW	LT-2b	3400	HESCOM	COMMON		
a	KLES GIB NIPPANI	NIPPANI	4.50 KW	LT-2A1-N	314	HESCOM	COMMON		
b	KLES GIB NIPPANI	NIPPANI	2.90 KW	LT-2A1-N	80	HESCOM	COMMON		
c	WOMENS HOSTEL	NIPPANI	8 KW	LT-2B1	2600	HESCOM	COMMON		
d	BOYS HOSTEL OLD	NIPPANI	7 KW	LT-2B1	370	HESCOM	COMMON		
e	BOYS HOSTEL NEW	NIPPANI	7 KW	LT-2B1	514	HESCOM	COMMON		
f	QUARTERS	NIPPANI	1.80 KW	LT-2A1-N	254	HESCOM	COMMON		
g	GYMKHANA	NIPPANI	3 KW	LT-2A1-N	950	HESCOM	COMMON		
h	hall	NIPPANI	10 KW	LT-3(1)-N	1800	HESCOM	COMMON		
i	LIBRARY	NIPPANI	2.76 KW	LT-2A1-N	214	HESCOM	COMMON		
j	QUARTERS	NIPPANI	2.89 KW	LT-2A1-N	187	HESCOM	COMMON		
7	KLES STATE SYLABUS SCHOOL & B'ED COLLEGE NIPPANI	NIPPANI	14 KW	LT-2B1	1333	HESCOM	COMMON		
a	KLES STATE SYLABUS SCHOOL & B'ED COLLEGE NIPPANI	NIPPANI	2 KW	LT- 2A1 N	249	HESCOM	COMMON		
8	SCHOOL SAVADATTI	SAVADATTI	2 KW	LT-2B1	460	HESCOM	COMMON		
9	S K HIGH SCHOOL SAVADATTI	SAVADATTI	1 KW	LT-2A1 N	508	HESCOM	COMMON		
10	B B MAMADAPUR SAVADATTI	SAVADATTI	1 KW	LT-2B1	124	HESCOM	COMMON		
10	B B MAMADAPUR SAVADATTI	SAVADATTI	1 KW	LT-2B1	295	HESCOM	COMMON		
11	CBSE SAVADATTI	SAVADATTI	12 KW	LT-3 IN	1629	HESCOM	COMMON	2372.04	
12	KLE SVS BELLUBBI COLLEGE	SAVADATTI	5 KW	LT-3 IN	578	HESCOM	COMMON		
a	KLE SVS BELLUBBI COLLEGE	SAVADATTI	6 KW	LT-2 B1	471	HESCOM	COMMON		
b	KLE SVS BELLUBBI COLLEGE	SAVADATTI	7 KW	LT-2 B1	758	HESCOM	COMMON		
13	KLES HOME FOR DESTITUTE GIRLS	RANEBENNUR	3 KW	LT-2A1-N	95	HESCOM	COMMON		
14	R R PU College FOR GIRLS	RANEBENNUR	2 KW	LT-2 B1	390	HESCOM	COMMON		
a	R R HIGH SCHOOL	RANEBENNUR	3 KW	LT-3 IN	40	HESCOM	COMMON	1370	
15	R R DEGREE & BBA COLLEGE	RANEBENNUR	6 KW	LT-2 B1	1300	HESCOM	COMMON		
a	R R DEGREE & BBA COLLEGE	RANEBENNUR	1 KW	LT-2 A1-N	264	HESCOM	COMMON		
b	R R DEGREE & BBA COLLEGE	RANEBENNUR	3 KW	LT-2 A1	271	HESCOM	COMMON		
16	KLE PU COLLEGE SAUNSI	SAUNSI	6 KW	LT- 2 B(ii)	209	HESCOM	COMMON	1600	
17	MC DONALDS RR NO 327	HUBLI	100 KVA	HT	12500	HESCOM	COMMON		
18	KLE NURSING DANDELI	DANDELI	6 KW	LT- B1	183	HESCOM	COMMON	557.62	
19	ENGLISH MEDIUM SCHOOL MALUR	KOLAR	15 KW	LT-2B1	1300	BESCOM	COMMON	1974.19	
20	MHS SCHOOL HANUMANAMATTI	HANUMANAMATTI	0.25 KW	LT-2a(ii)	334	HESCOM	COMMON	800	
a	MHS SCHOOL HANUMANAMATTI	HANUMANAMATTI	0.72 KW	LT-2a(i)	149	HESCOM	COMMON		
21	PU COLLEGE SHIRAGUPPI	SHIRAGUPPI	9 KW	LT-2 B(ii)	930	HESCOM	COMMON	1068.4	
22	PUC GANGAVATI	GANGAVATI	10 KW	LT-2 B1	1285	HESCOM	COMMON	1042.37	
23	PU KHANAPUR	KHANAPUR	10 KW	LT-2 B1	600	HESCOM	COMMON	558	
24	KLE ENGLISH MEDIUM SCHOOL HAVERI	HAVERI	8 KW	LT- 2B1	2000	HESCOM	COMMON		
a	C B Koli POLYTECHNIC	HAVERI	0.36 KW	LT-2 B1	1300	HESCOM	COMMON		
b	GH COLLEGE HAVERI	HAVERI	6 KW	LT-2 B1	254	HESCOM	COMMON		
c	GIRLS HOSTEL	HAVERI	2.50 KW	LT-2 B1	2300	HESCOM	COMMON	7622	
d	LIBRARY	HAVERI	3 KW	LT-2 B1	190	HESCOM	COMMON		
e	D.ED COLLEGE	HAVERI	5 KW	LT-2 B1	1117	HESCOM	COMMON		
f	INDOOR GAME	HAVERI	1 KW	LT-2 B1	800	HESCOM	COMMON		
25	PU Science College	Hanagal	10 KW	LT	523	HESCOM	COMMON	950	
26	JT College	GADAG	15 KW	LT	2400	HESCOM	COMMON		
27	Law College	GADAG	5 KW	LT		HESCOM	COMMON		
28	Pharmacy College	GADAG	10 KW	LT-2 B1	4740	HESCOM	COMMON		
29	CBSE School	GADAG	20 KW	LT		HESCOM	COMMON		
a	Pri Primary School	GADAG	3 KW	LT-2 B1	380	HESCOM	COMMON		
b	Commercial Shops	GADAG	15 KW	LT	841	HESCOM	COMMON	7920	
c	Vijaya Bank	GADAG	15 KW	LT	800	HESCOM	COMMON		
d	Boys Hostel	GADAG	5 KW	LT	2045	HESCOM	COMMON		
e	Girls Hostel	GADAG	10 KW	LT		HESCOM	COMMON		
f	Womens College	GADAG	6 KW	LT-3 IN	377	HESCOM	COMMON		
30	SMS COLLEGE ATHANI	ATHANI	10 KW	LT-2B1	1500	HESCOM	COMMON		
a	SMS COLLEGE ATHANI	ATHANI	4.70 KW	LT-3 IN	80	HESCOM	COMMON	2120	
b	SMS COLLEGE ATHANI	ATHANI	3 KW	LT-2B1	750	HESCOM	COMMON		
c	SMS COLLEGE ATHANI	ATHANI	0.61	LT-2B1	500	HESCOM	COMMON		
31	B-ED COLLEGE ATHANI	ATHANI	8 KW	LT-2B1	1229	HESCOM	COMMON	655	
32	BANYAN SCHOOL BHAGYANAGAR	BELAGAVI	2 KW	LT	298	HESCOM	COMMON		
33	PU COLLEGE RAIBAG	RAIBAG	18 KW	LT	910	HESCOM	COMMON	549.8	
34	CBSE Hubli	Hubli	20 KW	LT	2845	HESCOM	COMMON		
35	V K HIGH SCHOOL ANKOLA INSTITUTIONS	ANKOLA	75 KVA	HT- 2C	15107	HESCOM	COMMON		
36	Computer mrutunjay college dharwad	dharwad	13KW	LT-2B1	1100	HESCOM	COMMON		
37	D.ED COLLEGE	Kukanur	5.5KW	LT-2B1	154	HESCOM	COMMON		
38	KLE School Yadrav	Raibag	10KW	LT-2B1	560	HESCOM	COMMON		
39	mr sakhreli hubli	Hubli	10KW	LT-2B2	1813	HESCOM	COMMON		
					TOTAL	95970			
MAHARATRA									
40	science and commerce	kalamboli mumbai	72KW	LT-XBIII	9000	MSED	COMMON		
41	AKKALKOT HIGH SCHOOL	MAHARASTRA	0.20KW	LT-XBIII	600	MSED	COMMON		
42	AKHS SOLAPUR	SOLAPUR	13KW	LT-XBII	700	MSED	COMMON		
43	KLE ENGLISH MEDIUM SCHOOL SOLAPUR	SOLAPUR	1.5KW	LT-XBI	500	MSED	COMMON		
44	BARSHI (SILVER JUBLI HIGH SCHOOL)	BARSHI (MH)	0.5KW	LT-XBI	800	MSED	COMMON		
					TOTAL	17100			

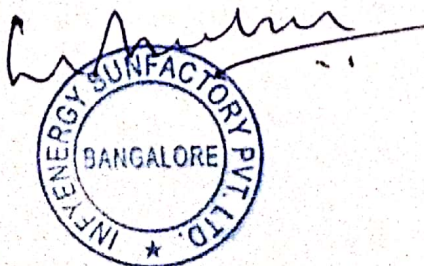



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**ANNEXURE 3:
PURCHASE PRICE**

The price of purchase payable by the Offtaker to the Power Producer pursuant to Clauses 14.1.1 and 16.4 and 17.3.2 as applicable under this Agreement, is as follows:

Year	Purchase price per kWp of Plant Capacity (INR)
1	0.00
2	0.00
3	0.00
4	0.00
5	0.00
6	0.00
7	0.00
8	0.00
9	0.00
10	0.00
11	0.00
12	0.00
13	0.00
14	0.00
15	0.00
16	0.00
17	0.00
18	0.00
19	0.00
20	0.00
21	0.00
22	0.00
23	0.00
24	0.00
25	0.00




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SCHEDULE I

1. Definitions

In the Agreement, (i) capitalised terms defined by inclusion in quotations and/ or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the meanings assigned to them herein below:

"Affiliate" means, in relation to any Person (the "reference Person"), a Person that controls, is controlled by, or is under common control with such reference Person; for the purposes of this definition, control means (a) the ownership, directly or indirectly, of a majority of the voting securities of such reference Person, or (b) the power to direct the management or policies of such reference Person, whether by operation of law, contract or otherwise;

"Billed Units" shall mean the number of Units basis actual generation or Deemed Generation billed to the Offtaker in accordance with the tariff as prescribed in this Agreement for periods as prescribed under this Agreement.

"Billing Period" shall mean the calendar month ending with midnight of the last day of the month. The first Billing Period shall commence from the Commercial Operations Date and end with the last day corresponding to that month, and the last Billing Period shall end on the last day of the Term of this Agreement;

"Business Day" shall mean a day, not being a Sunday or a statutory public holiday on which banks remain open for business in Bangalore / Belgaum;

"Commercial Operations Date" shall mean the date on which Electricity is ready to be supplied by the Power Producer from the Project in accordance with the terms of this Agreement pursuant to completion of the Post-Signing Activities. If more than one solar power plants are constructed by the Power Producer pursuant to this Agreement, the Commercial Operations Date shall be the date on which the Power Producer is ready to supply Electricity from the first solar power plant of the Project.

"Approvals" shall mean all licenses, approvals, authorizations, permissions, waivers privileges, concessions which are required to be obtained for the setting up and operation of the Project including off-take of Electricity from the Project by the Offtaker, from any relevant Authority;

"Year" means 12 (twelve) month periods during which Electricity is actually generated or Deemed Generation applies from the Project commencing from the Commercial Operations Date;

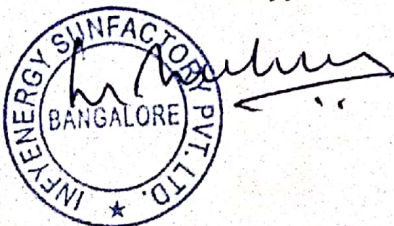
"Connection Point" shall be the point where the Power Producer delivers Electricity from the Project for off-take by the Offtaker;

"Effective Date" means the last date of the signing of this Agreement;

"Electricity" shall mean the electrical energy delivered from the Project by the Power Producer and is measured in in kWh;

"Electricity Laws" means the Electricity Act, 2003 including all amendments and rules promulgated from time to time including any restatement of the Electricity Laws in whole or part and all other applicable laws pertaining to generation, supply and off-take of electricity;

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"Authority" means any local authority in India, state government in India or the GOI or any department, instrumentality or agency thereof or any corporation (to the extent acting in a legislative, judicial or administrative capacity and not as a contracting party with the Project Company or Contractor) or commission under the direct or indirect control of such local or state government or the Government of India or any political subdivision thereof or any court, tribunal or judicial body within India;

"KV" means Kilovolts;

"kWh" means Kilowatt-hour;

"kWp" means kiloWatts peak;

"Measurement Meter" means the Electricity measurement meter and all associated instruments installed by the Power Producer at the Connection Point for the purposes of recording the generation and off-take of Electricity;

"Invoice" means the invoices/bills issued by the Power Producer for payment for actual generation of Electricity or Deemed Generation which is raised on a monthly basis;

"Offtaker" means [-----KLE SOCIETY]

"Power Producer" means [ISPL]

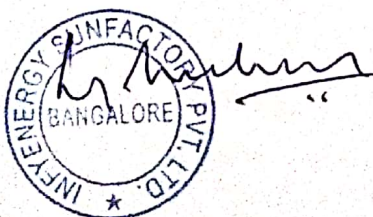
"Plant Capacity" means the Electricity generation capacity of the Project as measured installed capacity and denoted by kWp;

"Site Premises" means the location and/or building belonging to and in the possession and occupation of the Offtaker, located at [HUBLI], which includes the Sites as described in Annexure 2;

"Project" shall mean any of the closed premises at the Site Premises in which solar panels and other equipment used to generate Electricity that are installed at the Site for use by the Offtaker; and

"Sites" means location where the Project is being setup by the Power Producer in accordance with the terms of this Agreement, locations of which is contained in Annexure 2 to this Agreement.

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2. Additional Defined Terms

For purposes of this Agreement, the following terms have the meanings specified in the indicated Clauses of this Agreement:

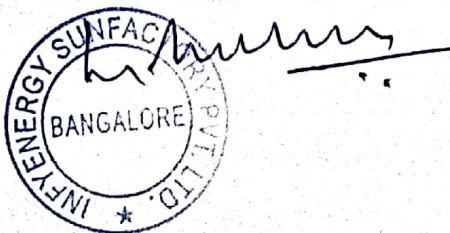
DEFINED TERM	CLAUSE
"Affected Party"	Clause 15.2
"Arbitrator"	Clause 18.2.2
"Assignment"	Clause 12.1
"Bill Disagreement Notice"	Clause 10.3.2
"Bill Dispute Notice"	Clause 10.3.1
"Confidential Information"	Clause 20.6.1
"Deemed Generation"	Clause 11.3
"Disclosing Party"	Clause 20.6.1
"Due Date"	Clause 10.1
"Force Majeure Event"	Clause 15.1
"Minimum Uptime"	Clause 9.2.1
"New Party"	Clause 12.2
"Notice of Default"	Clause 17.3.1
"Notice of Termination"	Clause 17.5.1
"Offtaker Event of Default"	Clause 17.2
"Payment Security"	Clause 10.2.1
"Post-Signing Activities"	Clause 3.2




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DEFINED TERM	CLAUSE
"Power Producer Event of Default"	Clause 17.1
"Progress Intimation"	Clause 3.3.1
"Receiving Party"	Clause 20.6.1
"Rectification Period"	Clause 9.2.4
"Term of the Agreement"	Clause 2.1
"Uptime Measurement Period"	Clause 9.2

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SCHEDULE II**1. Interpretation**

- 1.1 The terms referred to in this Agreement shall, unless defined otherwise or inconsistent with the context or meaning thereof, bear the meanings ascribed to them under the relevant statute/legislation.
- 1.2 Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the Effective Date) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions.
- 1.3 Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- 1.4 Headings, subheadings, titles, subtitles to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the annexure hereto and shall be ignored in construing the same.
- 1.5 References to days, months and years are to calendar days, calendar months and calendar years, respectively.
- 1.6 Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day if the last day of such period is not a Business Day; and whenever any payment is to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next Business Day.
- 1.7 Any reference to "writing" shall include printing, typing, lithography, transmissions by facsimile or in electronic form (including e-mail) and other means of reproducing words in visible form.
- 1.8 The words "include" and "including" are to be construed without limitation.
- 1.9 No provisions shall be interpreted in favour of, or against, any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof.
- 1.10 If, in calculating a price or an amount, the relevant variables for such calculation are expressed in different currencies then all such variables for the purposes of such calculation shall be in Rupees.
- 1.11 If there is any conflict or inconsistency between a term in the body of this Agreement and a term in any of the schedules or any other document referred to or otherwise incorporated in this Agreement, the term in the body of this Agreement shall take precedence.



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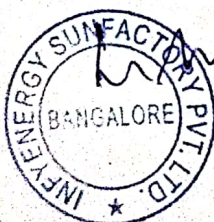
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SCHEDULE III

Bank Guarantee FormatBank Guarantee No. [insert number] dated [insert date]

WHEREAS, you, [insert name], having its registered office at [insert registered office address], hereinafter referred as the 'Power Producer' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assignees, having entered into a power purchase agreement dated [insert date], hereinafter referred as the 'PPA' with [insert name], having its registered office at [insert registered office address], hereinafter referred as the 'Consumer' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assignees. Pursuant to the aforesaid PPA, the said Consumer is required to furnish a bank guarantee for a sum of [insert amount] towards payment security for its payment obligations under the PPA.

1. We [insert bank name], a company incorporated under the Companies Act, 1956 and carrying on the business of banking under the Banking Regulation Act, 1949 and having its registered office at [insert bank registered office address] and branch office at [insert bank branch office address] (hereinafter called the 'Bank') at the request of the Consumer do hereby undertake irrevocably and unconditionally guarantees to pay to the Power Producer an amount not exceeding [insert amount] which payment can truly be made to the Power Producer against any loss or damage caused to or suffered or would be caused to or suffered by Power Producer by reason of breach by the Consumer of its payment obligations contained in the aforesaid PPA within the timelines prescribed in the aforesaid PPA. The Bank binds themselves, their successors and assignees by these presents.
2. The Guarantee will remain in force for 12 months upto and including the date of expiry of Guarantee and 1 month thereafter, hereinafter referred as the 'Claim Period'.
3. Any demand in respect this Guarantee should reach the Bank not later than the date of expiry of Claim Period.
4. The Bank undertakes to unconditionally pay the Power Producer, upon the first written demand from the Power Producer, issued through a notice forthwith the without demur, cavil or argument, any sum or sums within the limit of Rupees [insert amount], as aforesaid, without the Power Producer needing to show or prove any grounds or reasons for demanding the sum specified, and not withstanding any difference of opinion between the Power Producer and the Consumer. It is always understood that the discretion of Power Producer regarding breach of any payment obligation by the Consumer is beyond dispute and shall always be binding upon the Consumer/Bank.
5. The Bank hereby waives the necessity of the Power Producer demanding the said debt from the Consumer before presenting the Bank with the demand. The Bank also agrees that Power Producer shall be entitled to enforce this Guarantee against the bank as a principal Debtor, without proceeding against the Consumer and not withstanding any security or other Guarantee the Power Producer may have in relation to the Consumer's liabilities.
6. The Bank agrees that no change/additional/alteration/ amendment/ modification to the terms of PPA, shall in any way release the bank from any liability under this Guarantee, and the Bank hereby waives notice of any such change / addition / alteration / amendment / modification.




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7. This Guarantee shall come into effect immediately upon being signed, sealed and delivered to the Power Producer. This Guarantee shall remain in full force and effect and shall not be revoked during the validity period.
8. The obligations of the Bank under this Guarantee are in addition to, and not in substitution for any other security or Guarantee which the Power Producer may at any time hold for the performance of the Consumer's obligations under the PPA.
9. Any enforcement or failure to enforce by the Power Producer of any other such security or guarantee, shall in no way relive the Bank from its obligations under this Guarantee.
10. The Guarantee shall not be affected by any change in the constitution of the Consumer or the Bank.
11. The neglect, forbearance or waiver of the Power Producer in enforcement of payment of any moneys due to the Power Producer by the Consumer, or the grant of any extensions of time by the Power Producer to the Consumer for fulfilling its obligations, shall in no way relieve the Bank from its liability under this Guarantee.
12. The Bank undertakes to pay to the Power Producer any money so demanded, notwithstanding any dispute or disputes raised by the Consumer or the Bank, on any grounds whatsoever, and notwithstanding any suit or proceeding pending before any arbitration panel, tribunal or court, the liability under this present Guarantee is absolute and unequivocal.
13. As the original and independent obligation under this Guarantee, the Bank shall keep the Power Producer indemnified against any liability of whatever kind resulting from any of the Consumer's obligations under the Agreement or becoming void, voidable, unenforceable or ineffective against the Consumer (including without limitation, all legal and other costs, charges and expenses incurred by the Power Producer in connection with preserving or enforcing, or attempting to preserve or enforce, its rights under the PPA). The Bank shall pay on demand the amount of such liability whether or not the Power Producer has attempted to enforce any right against the Consumer.
 - (a) Provided that the liability of the Bank under this Guarantee shall not exceed the said amount of **[insert amount]**.
 - (b) This guarantee shall be valid from **[insert date]** to **[insert date]**.
 - (c) Any disputes concerning or under this Guarantee shall be subject to the jurisdiction of courts located in **[insert location]**.
14. This agreement is typed on 2 stamp papers, one copy is to be retained by Power Producer and another copy retained with Off taker. Both the copies are to be treated as originals for all practical purposes.

In witness whereof, we, the said Bank, have on this **[insert date]**, signed, sealed with the Common Seal of the Bank and delivered:

Date :
Place:



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repugnant to the context or meaning thereof, include its successors and permitted assigns) as party of the first part.

AND

The Principal, Jawaharlal Nehru Medical College, KLE Society Belagavi the consumer of HESCOM residing at CTS No. 5434, Nehru Nagar, Belagavi hereinafter referred to as the "Seller" (which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) as party of the second part.

Whereas,

- a. The Seller intends to connect and operate the Solar Roof Top Photo Voltaic (SRTPV) system with HESCOM's HT Distribution system for sale of the Solar Power to HESCOM in terms of the Karnataka Electricity Regulatory Commission (KERC) Order No. S/03/01 dated: 18/05/2018.
- b. The Seller intends to install a SRTPV system of **950 KWP** capacity on the existing roof top of the premises situated at CTS No. 5434, Nehru Nagar, Belagavi and bearing number **RR. No. HTS. 106, ID 7699871000** in the same premises under CSD 3, Sub Division, Belagavi of HESCOM.
- c. The Seller intends to sell the energy, generated from the SRTPV system to HESCOM on net-metering basis from the date of commissioning of the SRTPV system.

Explanation: The "Commissioning" means the stage at which the SRTPV system, starts generating the power for the use by the seller and injects surplus power if any, into the grid.

- d. HESCOM intends to purchase the energy generated by such SRTPV system on net-metering basis at the tariff determined by the KERC.

Now therefore, in consideration of the foregoing premises the parties hereto, intending to be legally bound hereby, agree as under:

1. Technical and Interconnection Requirements:

Seller shall ensure his SRTPV system complies with the following technical and interconnection requirements and shall:

- 1.1 Comply with the applicable standards and conditions in respect of integrating the SRTPV system with the distribution system.


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HESCOM BELAGAVI


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1.2 Connect and operate the SRTPV system to HESCOM's distribution system in accordance with the State Grid code and distribution Code as amended from time to time.

1.3 Install, prior to connection of SRTPV system to HESCOM's distribution system, an inverter with an automatic inbuilt isolation device.

1.4 Provide external manual isolation mechanism with suitable locking facility so that SRTPV system will not back-feed into the HESCOM's network in case of power outage of the HESCOM's distribution system, and it shall be accessible for HESCOM to operate, if required, during maintenance / emergency conditions.

1.5 Install all the equipment of the SRTPV system compliant with relevant International (IEEE/IEC) and Indian standards (BIS).

1.6 a) The SRTPV system shall be designed, engineered and constructed and operated by the seller or any other person on his behalf with reasonable diligence subject to all applicable Indian laws, rules, Regulations as amended from time to time and orders having the force of law.

b) The seller shall commission the SRTPV system within six months from the date of approval of the PPA.

1.7 Adhere to the following power quality measures as per the International and Indian standards and/or such other measures stipulated by KERC/HESCOM:

a. Harmonic current: Harmonic current injections from a generation unit shall not exceed the limits specified in IEEE 519.

b. Voltage at the injection point should be in the operating range of 80% to 110% of the nominal connected voltage.

c. Flicker: Operation of Photovoltaic system shouldn't cause voltage flicker in excess of the limits stated in the relevant sections of the IEC standards or other equivalent Indian standards, if any.

d. Frequency: When the Distribution system frequency exceeds the upper limit, specified in the IEGC as amended from time to time. The SRTPV System shall shift to island mode.

e. DC Injection: Photovoltaic system should not inject DC power more than 0.5% of full rated output at the interconnection point or 1% of rated inverter output current into distribution system under any operating conditions.

f. Power Factor: While the output of the inverter is greater than 50%, a lagging power factor of greater than 0.9 shall be maintained.


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g. The SRTPV system in the event of voltage or frequency variations must island/disconnect itself, as per the IEGC/KEGC regulations within the stipulated period.

2. Safety:

The seller shall comply with the following safety measures:

2.1 The seller shall comply with the Central Electricity Authority (Measures Relating to Safety and Electricity Supply) Regulations 2010.

2.2 The seller shall ensure that, the design, installation, maintenance and operation of the SRTPV system are in a manner conducive to the safety of the SRTPV system as well as the HESCOM's distribution system.

2.3 If the Seller's SRTPV system either causes damage to and/or produces adverse effects on the other consumers' or HESCOM's assets, Seller will disconnect SRTPV system immediately from the distribution system by himself or upon directions from the HESCOM and rectify the same at his own cost before reconnection.

3. Clearances and Approvals

The Seller shall obtain HESCOM's and other statutory approvals and clearances before connecting the SRTPV system to the distribution system.

4. Access and Disconnection

4.1 HESCOM shall have access to metering equipment and disconnecting device of SRTPV system, both automatic and manual, at all times.

4.2 In emergency or outage situation, where there is no access to a disconnecting device either automatic or manual, the HESCOM shall have the right to disconnect power supply to the premise.

5. Liabilities

The Seller shall be solely responsible for availing any fiscal or other incentive provided by the State/ Central government, at his own expenses.

6. Commercial Settlement

6.1 Tariff:

a. The HESCOM shall pay for the net energy at **Rs. 3.07 per KWh** as determined by the KERC in the order dated 01/08/2019 for the terms of this agreement.

b. If for any reason the date of commissioning is delayed, beyond the date of commissioning agreed, the tariff payable by the HESCOM shall be lower of the:

i)  Tariff agreed to in this agreement

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OR

- ii) Any revised tariff, determined by the Commission, prevailing on the date of commissioning.

OR

- iii) 90% of the tariff agreed to in this agreement.

c. The Seller shall pay the Electricity tax and other statutory levies, pertaining to SRTPV generation, as may be levied from time to time.

d. The seller shall not have any claim for compensation, if the Solar power generated by his SRTPV system could not be absorbed by the distribution system due to failure of power supply in the grid/ distribution system for the reasons, such as line clear, load shedding and line faults, whatsoever.

7. Metering:

7.1 The Seller shall arrange to shift the existing meter to the generation side of SRTPV plant to measure solar power generation and install Bi-directional meter (whole current/CT operated) at the point of interconnection to the distribution system. at a suitable place in the premises accessible for recording export of energy from the SRTPV system to the grid and import of energy to the premises of the consumer from the grid. The bi directional meter shall comply with the Central Electricity Authority (Installation and operation of meters) Regulations, 2006 and shall have the following features:

- i. Separate registers for recording export and import energy with facility to download by Meter Reading Instrument (MRI).
- ii. kVA, kW and kVAR measuring registers for both import and export.
- iii. Meter shall have RS232 (or higher) communication optical port / Radio Frequency (RF) port to support Automatic Meter Reading (AMR).

8. BILLING AND PAYMENT:

8.1 HESCOM shall issue monthly electricity bill for the net energy on the scheduled date of meter reading.

8.2 In case, the exported energy is more than the imported energy, the HESCOM shall pay for the net energy exported as per Tariff agreed in this agreement within 30 days from the date of issue of bill duly adjusting the fixed charges and electricity duty, if any.


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8.3 In case, the exported energy is less than the imported energy, the seller shall pay HESCOM for the net energy as per the prevailing retail supply tariff determined by the Commission from time to time.

8.4 The HESCOM shall pay interest at the same rates as is being levied on the consumers for late payment charges in case of any delay in payment beyond 30 (thirty) days period from the date of issue of bill for the Net energy exported.

Explanation: Net energy means the difference of meter readings of energy injected by the SRTPV system into the grid (export) and the energy drawn from the grid for use by the seller (import) recorded in the bi-directional meter.

9. Term and Termination of the Agreement

9.1 This agreement shall be in force for a period of 25 years from the date of commissioning of the SRTPV system unless terminated otherwise, as provided here under.

9.2 if the HESCOM commits any breach of the terms of the Agreement, seller shall serve a written notice specifying the breach and calling upon the HESCOM to remedy/ rectify the same within 30 (thirty) days or at such other period and at the expiry of 30 (Thirty) days or such other period from the delivery of the notice, seller may terminate the agreement by delivering the termination notice, if the HESCOM fails to remedy/ rectify the same.

9.3 if the Seller commits any breach of the terms of the Agreement, HESCOM shall serve a written notice specifying the breach and calling upon the seller to remedy/ rectify the same within 30 (thirty) days or at such other period and at the expiry of 30 (Thirty) days or such other period from the delivery of the notice, HESCOM may terminate the agreement by delivering the termination notice, if the seller fails to remedy/ rectify the same.

9.4 Upon termination of this Agreement, seller shall cease to supply power to the distribution system and any injection of power shall not be paid for by the HESCOMs.

10. Dispute Resolution:

All the disputes between the parties arising out of or in connection with this agreement shall be first tried to be settled through mutual negotiation.




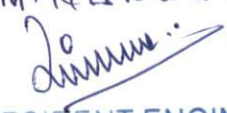


The parties shall resolve the dispute in good faith and in equitable manner.

In case of failure to resolve the dispute, either of the parties may approach the appropriate Forum.

EXECUTIVE ENGINEER (ELE)
O & M URBAN DIVISION
HESCOM BELAGAVI

PRINCIPAL
JAWAHARLAL NEHRU MEDICAL COLLEGE
BELAGAVI-590010

IN WITNESS WHEREOF, the Seller and the HESCOM have entered into this Agreement to be executed as of the date and year first set forth above.

For AND ON BEHALF OF	
<p>Hubli Electricity Supply Company Limited</p>	<p style="text-align: center;">For AND ON BEHALF OF SELLER</p>
<p>By:  Designation: Executive Engineer (EL) Address: O & M Urban Division, HESCOM, Nehru Nagar, Belagavi EXECUTIVE ENGINEER (ELE) O & M URBAN DIVISION HESCOM BELAGAVI</p>	<p style="text-align: center;"> PRINCIPAL JAWAHARLAL NEHRU MEDICAL COLLEGE BELAGAVI-590010</p> <p>By: The Principal, Jawaharlal Nehru Medical College, KLE Society Belagavi RR. No. HTS. 106, ID 7699871000 Address: CTS No. 5434, Nehru Nagar, Belagavi.</p>
<p>1. WITNESS In Presence of Name: Designation:</p> <p style="text-align: center;"> Assistant Executive Engineer (Ele) CSD-3 HESCOM Nehru Nagar, BELAGAVI.</p>	<p>1. WITNESS In Presence of Name: <i>D. M. Nishankar</i>  RESIDENT ENGINEER KLE SOCIETY, BELAGAVI.</p>
<p>2. WITNESS In Presence of Name: Designation:</p> <p style="text-align: center;"> ಸಹಾಯಕ ಇಂಜಿನಿಯರ್ (ಎ) ಗುಬ್ಬಾಳ ನಗರ, ಶಾಖೆ-1, ನ, ಉ, ಎ-3 ಹು. ಎ. ಸ. ಕಂ. ನಿ. ಬೆಳಗಾವಿ</p>	<p>2. WITNESS In Presence of Name: <i>Prakash M. Patil.</i>  KLE Society, Belagavi</p>

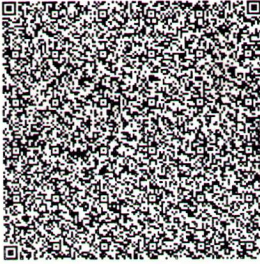


सत्यमेव जयते

INDIA NON JUDICIAL Government of Karnataka

e-Stamp

Certificate No. : IN-KA30523259758389Q
 Certificate Issued Date : 27-Mar-2018 02:45 PM
 Account Reference : NONACC (FI)/ kaksfcl08/ BANGALORE6/ KA-BA
 Unique Doc. Reference : SUBIN-KAKAKSFCL0807594084497770Q
 Purchased by : BELGAUM RENEWABLE ENERGY PVT LTD
 Description of Document : Article 12 Bond
 Description : WHEELING AND BANKING AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : BELGAUM RENEWABLE ENERGY PVT LTD
 Second Party : HESCOM MESCOM CESC BESCO M KPTCL
 Stamp Duty Paid By : BELGAUM RENEWABLE ENERGY PVT LTD
 Stamp Duty Amount(Rs.) : 200
 (Two Hundred only)



AUTHORISED SIGNATORY
UNIVERSAL CREDIT SOUHARDA SAHAKARI (N)

Please write or type below this line

NON-REC ROUTE SOLAR POWER WHEELING AND BANKING AGREEMENT

This Wheeling and Banking Agreement is made at Hubballi on this 28th (Twenty-Eighth) day of MARCH 2018 between Karnataka Power Transmission Corporation Limited, (CIN: U40109KA1999SGC025521) a Company formed and incorporated in India under the Companies Act, 1956, with its registered office located at Kaveri Bhavan, Kempegowda-Road,

For Belgaum Renewable Energy Private Limited

K. Mehta
Authorized Signatory

[Signature]
Superintending Engineer (Ele.) Commercial
MESCOM, Corporate Office
Mangaluru - 575 004

[Signature]
ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು
(ತಾಂತ್ರಿಕ) ಹೆಸ್ಟಾಂ ಹುಬ್ಬಳ್ಳಿ.

[Signature]
General Manager (Commercial)
Corporate Office,
B'lore

[Signature]
Dy. General Manager (Tech)
KPTCL, Kaveri Bhavan, Bangalore.

Statutory Alert:

1. The validity of this Stamp Certificate should be verified at "www.shcilesta.np.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the genuineness is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

General Manager (Ele.),
PP, BESCO, B'lore.

Bengaluru - 560009, Karnataka State, herein after referred to as the "Corporation" (which expression shall, unless repugnant to the context or meaning thereof, include its successors, and permitted assigns), And

Hubli Electricity Supply Company Limited (CIN: U31401KA2002SGC030437), a Company formed and incorporated in India under the Companies Act, 1956, with its registered office located at Navanagar, PB Road, Hubballi - 580025 Karnataka herein after referred to as "HESCOM" (which expression shall, unless repugnant to the context or meaning thereof, include its successors, and permitted assigns), And

Bangalore Electricity Supply Company Limited (CIN -U04010KA2002SGC030438), a Company formed and incorporated in India under the Companies Act, 1956, with its registered office located at K.R.Circle, Bengaluru - 560001, Karnataka, herein after referred to as "BESCOM" (which expression shall, unless repugnant to the context or meaning thereof, include its successors, and permitted assigns), And

Chamundeshwari Electricity Supply Corporation Limited (CIN - U40109KA2004SGC035177), a Company formed and incorporated in India under the Companies Act, 1956, with its registered office located at No. 29, Vijayanagara 2nd Stage Hinkal, Mysuru - 570017, Karnataka, herein after referred to as "CESC" (which expression shall, unless repugnant to the context or meaning thereof, include its successors, and permitted assigns), And

Mangalore Electricity Supply Company Limited (CIN - U40109KA2002SGC030425), a Company formed and incorporated in India under the Companies Act, 1956, with its registered office located at "MESCOM Bhavana" Bejai, Mangaluru - 575 004, Karnataka, herein after referred to as "MESCOM" (which expression shall, unless repugnant to the context or meaning thereof, include its successors, and permitted assigns), And

M/s. Belgaum Renewable Energy Private Limited, (CIN: U40300RJ2017PTC059514), a Company formed and registered under the Indian Companies Act, 1956 and having its Registered Office at D-43, Janpath, Shyam Nagar, Jaipur, Rajathan - 302 019, hereinafter referred to as the "Company" (which expression shall, unless repugnant to the context or meaning thereof, include its successors, and permitted assigns) as parties.

HESCOM, BESCOM, MESCOM & CESC individually known as ESCOM and collective called as "ESCOMs".

Further, HESCOM, MESCOM, BESCOM, CESC, KPTCL & M/s. Belgaum Renewable Energy Private Limited are collectively known as parties.


For Belgaum Renewable Energy Private Limited


Authorized Signatory

2/25



Dy. General Manager (Tech)
KPTCL, Kaveri Bhavan, Bangalore.


ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು
(ತಾಂತ್ರಿಕ) ಹೆಸಾಂ ಹುಬ್ಬಳ್ಳಿ


General Manager (Commercial)
Corporate Office,
CESC, Mysuru.


Superintending Engineer (Ele) Commercial
MESCOM, Corporate Office
Mangaluru - 575 004


General Manager (Ele),
PP, BESCOM, B'lore.

WHEREAS:

- i) The Corporation is a transmission Licensee owning and operating a transmission system and the ESCOMs are distribution Licensees engaged in the business of electricity distribution in the State of Karnataka and are under a statutory obligation to provide non-discriminatory open access, under the provisions of the Electricity Act, 2003.
- ii) The Govt. of Karnataka by its order No: EN 563 NCE 2017 dated 13.12.2017 has accorded its NOC to the proposal of M/s. Belgaum Renewable Energy Private Limited for installation of a renewable energy based Solar energy Electric Power generating Station of 25 MW capacity under *Independent Power Producer (IPP) Category*, at Albala village, Jamakhandi Taluk, Bagalkot District for Third Party sale.

Pursuant to (i) & (ii) above, the Company desires to wheel up to 25 MW of the power generated from the project for its Non-captive use or to sell to the Third Party utilizing the transmission and/or distribution network of the Corporation and ESCOMs respectively and for the said purpose intends to enter into an agreement with the Corporation and the ESCOMs.

- iii) The Corporation and the ESCOM/s have as per their letter No: ^{M-27}
 - a. GM(Ele)/PP/BESCOM/BC-39/DGME-2/AGM-2/F-9968/17-18/18344-48 dated 09.03.2018 of BESCOM,
 - b. HESCOM/GM(T)/PTC/1096/17-18/27910 dated 16.02.2018 of HESCOM,
 - c. SEE(Coml)/EE(EBC)/AEE(EBC)/17-18/19585-589 dated 07.03.2018 of MESCOM,
 - d. CESC/TL/RA2/F-/2017-18/21142-43 dated 01.02.2018 of CESC,
 - e. KPTCL/B28(a)/70159/17-18 dated 23.03.2018 of KPTCL and
 - f. CEE/SLDC/SEE/TBC/EE-2/AEE-3/13315-324 dated 27-03-2018

have given their consent for wheeling and banking [banking in the case of Wind, Mini-hydel & Solar only] of electricity generated by the Company in the project, subject to the Terms and Conditions as set out in this agreement

- iv) All the Parties of this Wheeling & Banking Agreement and/or any Supplemental Wheeling & Banking Agreement executed in future are bound by directions/orders issued in respect of Wheeling & Banking of energy from Solar Power Projects by Hon'ble Karnataka Electricity Regulatory Commission including order dated 9th January 2018 in respect of OP: 90/2016, 100/2016, 104/2016, 47/2017 & 130/2017. The Parties are also bound by any further directions issued by Competent Authority in future in respect of Wheeling & Banking of energy from Solar Power Projects.


NOW THEREFORE IN VIEW OF THE FOREGOING PREMISES AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HERINAFTER SET FORTH, THE CORPORATION, ESCOM/S, AND THE COMPANY, HEREBY AGREE AS FOLLOWS:

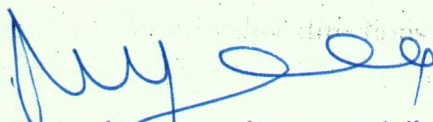
For Belgaum Renewable Energy Private Limited


Authorized Signatory

3/25


Dy. General Manager (Tech)
KPTCL, Kaveri Bhavan, Bangalore.


ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು
(ತಾಂತ್ರಿಕ) ಹೆಸಾಂ ಹುಬ್ಬಳ್ಳಿ.


General Manager (Commercial)
Corporate Office,
CESC, Mysuru.


General Manager (Ele),
PP, BESCOM, B'lore.


Superintending Engineer (Ele) Commercial
MESCOM, Corporate Office
Mangaluru - 575 004

ARTICLE 1

1.1 DEFINITIONS


For the purposes of this Agreement, unless the context otherwise requires, the following words and expressions shall have the respective meanings set forth below:

- a) "Act" means the Electricity Act, 2003 as amended from time to time.
- b) "Agreement" shall mean and include the Wheeling & Banking Agreement executed herein, including the schedules hereto, amendments, modifications and supplements made in writing by the parties from time-to-time.
- c) "Applicable Tariff/Charge" means the tariff/charges for wheeling and banking as determined by the Commission from time-to-time.
- d) "Banking" means the facility by which electrical energy remaining unutilized by the "Exclusive" or "Non- Exclusive" Consumer or "Captive Consumer" out of the energy injected by the Company into the transmission and/or distribution system of Corporation/ESCOM/s, which is allowed to be utilized for wheeling to "Exclusive" or "Non-Exclusive" Consumers of the Company or captive consumer for later use, as per the terms and conditions set forth in this agreement.
- e) "Billing Period" means the period from 00:00 hours of the first day of a calendar month to 24:00 hours of the last day of such month. The first Billing Period shall commence from 00:00 hours of the Commercial Operation date/date of commencement of wheeling in a calendar month and end with 24:00 hours of last day of such month.
- f) "Commercial Operation Date" means the date declared jointly by the Company and the Corporation/ ESCOM/s on which the project or any of its units is/are declared as available for commercial operation.
- g) "Commission" means the Karnataka Electricity Regulatory Commission.
- h) "Drawal Point" means the point as specified by the Company to which the wheeled/banked power is to be supplied, indicating the place of HT installation & RR. No. of HT installation, are as follows which are all under the jurisdiction of different ESCOMs as below:

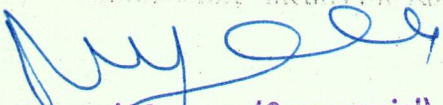
For Belgaum Renewable Energy Private Limited


Authorized Signatory


Dy. General Manager (Tech)
KPTCL, Kaveri Bhavan, Bangalore.


ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು
(ತಾಂತ್ರಿಕ) ಹೆಸಾಂ ಹುಬ್ಬಳ್ಳಿ.

4/25


General Manager (Commercial)
Corporate Office,
CESC, Mysuru.


Superintending Engineer (Ele.) Commercial
MESCOM, Corporate Office
Mangaluru - 575 004


General Manager (Ele),
PP, BESCOM, B'lore.

SL No	Name of Consumer	RR No.	Contract Demand in kVA	Tariff/ Voltage Class (KV)	Div/ Sub-Div	Type of Installation
1.	Ask Automatives Ltd	MLRHT-202	2000	HT 2A II/ 11kV	KGF/Malur BESCO	Non-Captive
2.	Heidelberg Cements Ltd,	EHT-1	10000	HT 2A II/ 66kV	Tiptur/ Turuvekere	Non-Captive
3.	Essilor Manufacturing	DHTP-32	1500	HT 2AII /11kV	Nelamangala / DB Pura	Non-Captive
4.	Silver Spark Apparel Ltd.	DHTP-50	1400	HT 2A II/ 11kV	Nelamangala / DB Pura	Non-Captive
5.	Manager, Silver Spark Apparel Ltd, Unit-II	GRHT-14	1400	HT 2A II/ 11kV	C.B.Pura/ Gouribidanur	Non-Captive
6.	M/s. Centum Electronics Ltd.	DYTP-229	1400	HT 2A I/ 11kV	Hoisakote / Devanahalli	Non-Captive
7.	The Director, Centum Electronics Ltd.	YHT-25	1200	HT 2A I / 11kV	Hebbal/C-7	Non-Captive
8.	Metro Cash Carry (India)	CIHT-16	1500	HT 2B I/ 11kV	Malleswara / C-1,	Non-Captive
9.	The Principal, JNMC Nehru Nagar, KLES Hospital, Belagavi	HTS-46	2400	HT-2C(i)/ 33kV	CSD-1, Belgavi	Non-Captive
10.	The Principal, JNMC Nehru Nagar, Belagavi	HTS-106	1125	HT-2C(i)/ 11kV	CSD-1 Belagavi	Non-Captive
11.	Triton Valves Ltd,	BHT-2	1500	HT-2A/ 11kV	Hootagalli, Mysuru	Non-Captive
12.	Bright Packaging Pvt Ltd.	EHT-170	1750	HT-2A/ 33kV	Kavoor, MESCOM, Mangaluru	Non-Captive


- i) "Exclusive consumer" means a consumer identified by the Company for Wheeling Power, who receives the entire quantum of his imported power requirement from the Company through the Transmission/ Distribution Network of the Corporation / ESCOMs.
- j) "Financial Year" means year starting from 1st day of April of a calendar year and ending on the 31st day of March of the following calendar year and shall include the year for the purpose of Banking Solar Energy.
- k) "Force Majeure Events" means the events and circumstances as described in Article 9.
- l) "Injection Point" means the point or points at which Electricity is injected by the Company into the Corporation's/ HESCOM's network.

For Belgaum Renewable Energy Private Limited


Authorized Signatory

5/25


Dy. General Manager (Tech)
KPTCL, Kaveri Bhavan, Bangalore.


ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು
(ತಾಂತ್ರಿಕ) ಹೆಸ್ರಾಂ ಹುಬ್ಬಳ್ಳಿ.


General Manager (Commercial)
Corporate Office,
CESC, Mysuru.


Superintending Engineer (Ele.) Commercial
MESCOM, Corporate Office
Mangaluru - 575 004


General Manager (Ele),
PP, BESCO, B'lore.

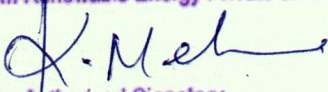
- l) "Injected Energy" means the kilowatt hours of Electricity actually exported and measured by the energy meters at the Injection Point in a Billing Period after deducting there from 115% of the energy imported from the ESCOM/s for startup or any other purposes by the Project as measured at the injection point during a Billing Period.
- m) "Installed Capacity" means the capacity of the Project at the generating terminal(s) and shall be equal to 25 MW.
- n) "Metering Date" for a Billing Period, means the midnight (24.00 hours) of the last day of a calendar month during which energy is injected.
- o) "Metering Point" for purposes of recording of Injected Energy at the Injection Point shall include two separate sets of Special Energy Meters as specified in the KERC (Terms and Conditions for Open Access) Regulations, 2004, the main meter installed by the Company and the check meter installed by the HESCOM, having facilities to record both export and import of electricity to/from the grid and, for purposes of recording the Energy drawn at the drawl Point, shall include a meter installed, having facilities to record both export and import of electricity to/from the grid.
- q) "Monthly Charge" shall have the meaning as set forth in Article 5.
- r) "Nodal agency" means the agency as defined in KERC (Terms and Conditions for Open Access) Regulations, 2004.
- s) "Non-Exclusive Consumer" means a consumer who purchases / consumes power from both ESCOM and the Company.
- t) "UI Charge" means unscheduled interchange charge payable by the Company to the Corporation or ESCOM/s for deviations from the schedules of generation and/ or drawl furnished to SLDC.
- u) "Water Year" means year commencing on the first day of June of a calendar year and ending on the thirty first day of May of the following calendar year.

Any Words and expressions used but not defined in this Agreement shall have the same meaning as defined in the Act, KERC Regulations and the Grid Code.

1.2 INTERPRETATION

Unless otherwise stated, all references made in this Agreement to "Articles" and "Schedules" shall refer, respectively, to Articles of and Schedules to this Agreement. The Schedules to this Agreement shall form part of this Agreement and shall be in force and effect as though they were expressly set out in the body of this Agreement.


For Belgaum Renewable Energy Private Limited


Authorized Signatory

6/25



Dy. General Manager (Tech)
KPTCL, Kaveri Bhavan, Bangalore.


ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು
(ತಾಂತ್ರಿಕ) ಹೆಸ್ಟಾಂ ಹುಬ್ಬಳ್ಳಿ.


General Manager (Commercial)
Corporate Office,
CESC, Mysuru.

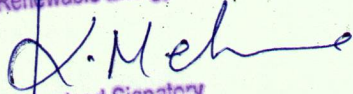

Superintending Engineer (Ele.) Commercial
MESCOM, Corporate Office
Mangaluru - 575 004


General Manager (Ele.),
PP, BESCOM, B'lore.


ARTICLE-2
INTERCONNECTION

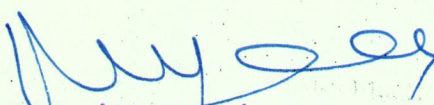
- 2.1 Subject to the terms of this agreement, power generated from the Project of the Company shall be evacuated through the 110 kV line constructed and maintained by M/s. Belgaum Renewable Energy Private Limited, Located at Albala Village, and interconnected to the 110kV Sub-station (Injection Point) of Corporation located at Albala Village, Jamakhandi Taluk, Bagalkot District, of the Corporation.
- 2.2 Evacuation of power generated by the project shall be limited to the capacity of transmission/ distribution system as specified by the Corporation/ESCOM/s in the evacuation approval.
- 2.3 The generating facility of the project shall be connected with the network of the Corporation and/or ESCOM/s in accordance with the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 (as amended from time to time). In case the above regulations do not specify connectivity standards for a particular voltage level, the same shall be as approved by the Corporation/HESCOM.
- 2.4 The Company shall provide suitable relays and protective devices as specified by Corporation/HESCOM or as per prudent utility practice at the injection point at 110kV Sub-station, Albala Village, Jamakhandi Taluk, Bagalkot District and at the HV side of the Generator which shall be got calibrated / checked by the Corporation/HESCOM before the plant is synchronized. The calibration of such relays and devices shall also be got done by the Company once in a year during the operation of the plant to ensure their proper functioning. The Company shall install, at its own cost, protection equipment like protection relays, communication system or similar equipment for the protection to the equipment of the Corporation/HESCOM and the Company. The Company shall obtain the approval of the Corporation/HESCOM for the specifications of such equipment and shall furnish the test reports, to the Corporation/HESCOM, as may be required.
- 2.5 The Company shall get the generating set: and other equipment inspected by the Corporation/ESCOM/s before commencement of wheeling and Banking and annually thereafter. Further, the Company shall obtain the following approvals for the project:
- Approval of the Electrical Inspectorate
 - Synchronization approval from the Corporation/HESCOM.
 - Written approval / concurrence of ESCOMs for wheeling & banking of injected energy for non-captive use and / or for use by its exclusive and/or Non-Exclusive consumers before synchronization.

For Belgaum Renewable Energy Private Limited


Authorized Signatory


Dy. General Manager (Tech)
KPTCL, Kaveri Bhavan, Bangalore.


ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು
(ತಾಂತ್ರಿಕ) ಹೆಸ್ಟಾಂ ಹುಬ್ಬಳ್ಳಿ.


General Manager (Commercial)
Corporate Office,
CESC, Mysuru.


General Manager (Ele),
PP, BESCOM, B'lore.


Superintending Engineer (Ele) Commercial
MESCOM, Corporate Office
Mangaluru - 575 004

- 2.6 The Specifications for electrical energy delivered shall be as per Schedule-2.
- 2.7 The Company shall ensure that the metering and protection facility be, on notice, open for inspection by the authorized representative of the Corporation/HESCOM.
- 2.8 In the case of a new generating plant, the Company shall give written notice fifteen days in advance to the Corporation/ESCOMs before the date of trial operation and commercial operation of the generator. The same shall also be intimated in writing to the SLDC.
- 2.9 The Corporation/ESCOMs shall not be liable for losses or damages, if any, consequent to any line outage between the point of generation and the injection point for any reason whatsoever, consequent to which power is not evacuated.
- 2.10 Where the generating plant is located in the jurisdiction of one ESCOM and the Captive and/or Exclusive and/or Non-Exclusive consumers is/are located in the jurisdiction of other ESCOM/s, the SLDC shall obtain concurrence of the respective Corporation/ESCOMs before granting permission for wheeling and/or banking of the energy injected.

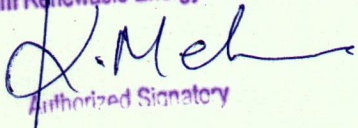
ARTICLE 3

UNDERTAKINGS

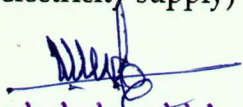
3.1 Obligations of the Company:

- (i) The Company shall for setting up/ operations of the project, at all times have statutory approvals, clearances, and permits as set out in Schedule-1 of this agreement.
- (ii) A) As provided in the Act, the Company shall undertake at its own cost to establish, operate and maintain the following in accordance with Prudent Utility Practices during the operation of this agreement:
- Generating Station;
 - Tie-Line (s);
 - Sub-stations;
 - Dedicated transmission line connected therewith.
- B) The Company shall abide by the State Grid code, Distribution code and other applicable regulations, rules, Codes and standards.
- C) The Company shall strictly comply with the CEA (Safety requirements for construction, operation and maintenance of electrical plants and lines) Regulations, 2011 and CEA (Measures relating to safety and electricity supply) Regulations, 2010, as amended from time to time.


For Belgaum Renewable Energy Private Limited


Authorized Signatory


8/25
Dy. General Manager (Tech)
KPTCL, Kaveri Bhavan, Bangalore.


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- (iii) The Company shall be liable to pay all applicable charges to the Corporation/ESCOs as per Article-5 including any Open Access charges due to the Corporation/ ESCOMs from exclusive or non-exclusive or captive consumers to whom energy is wheeled in case such payment are not made by the due date by such consumers.
- (iv) The Company shall pay any applicable taxes, cess, duties or levies imposed by the Government or Competent Authority from time to time.
- (v) The Company shall furnish when required, any data necessary for the system studies conducted by the Corporation or the ESCOMs.

3.2 Obligations of Corporation/ESCOs

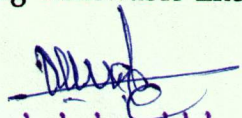
The Corporation/ESCOs shall:

- (i) Subject to system constraints, wheel the Electricity generated by the Company up to the Drawl Point in accordance with the provisions of the Act, Rules and Regulations in force from time-to-time.
 [Explanation: "System constraint" means a condition or situation under which the electrical system of the Corporation/ESCO/s is unable to evacuate and transmit fully or partly the energy generated from the project due to unforeseen breakdown of network elements like lines, switchgears or due to frequency/voltage constraints in the system or for any other reasons beyond the control of the Corporation/ESCOs.]
- (ii) Provide connectivity to network (by augmentation wherever necessary) and ensure that the contracted network capacity under open access is made available to the Company during the period of contract, at normative levels as specified by the Commission from time to time.
- (iii) Abide by the State Grid code, Distribution code and other applicable regulations, rules, Codes and standards.
- (iv) Abide by the CEA (Safety requirements for construction, operation and maintenance of electrical plants and lines) Regulations, 2011 and CEA (Measures relating to safety and electricity supply) Regulations, 2010, as amended from time to time.
- (v) Terminate the WBA in case the Company enters into an agreement to sell power to the Distribution Licensees of the State at generic tariff under PPA or at the Average pooled power purchase cost [APPC] for obtaining Renewable Energy Certificates [RECs].

For Belgaum Renewable Energy Private Limited


Authorized Signatory


Dy. General Manager (Tech)
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ARTICLE 4

OPERATION OF THE POWER PLANT

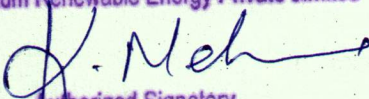
- 4.1 The operation of the Project shall not at any time be in contravention to the Electricity Act, 2003 and Rules, Regulations issued there under and any other applicable provisions of law.
- 4.2 The Corporation/ESCOMs shall not impose any restrictions on the manner of generation except for reasons of safe operation of the grid.
- 4.3 The operation of the power plant shall be suitably coordinated to comply with instructions of State/Area Load Dispatch Centre.
- 4.4 The starting current of the Generator shall not exceed 110% of the full load current of the generator and for that purpose; the generator shall provide necessary current limiting devices.
- 4.5 The Company shall provide at its cost, protective measures and devices for the safe operation of the Project with the grid as per the prevailing regulations/codes.
- 4.6 The Corporation or ESCOM/s shall not be liable to pay any compensation for any damage caused to any part of the generating station resulting from parallel operation with the grid.

ARTICLE 5

CHARGES

- 5.1 The Company shall pay all the charges to the Corporation/ESCOMs for using their network as per the applicable KERC Regulations/Orders issued from time to time. Such charges shall include transmission charges for the use of the transmission network, wheeling charges for the use of the distribution network/s, cross subsidy surcharge, additional surcharge, charges for backup supply, scheduling and system operation charges, grid support charges, reactive power charges, UI charges under intra-state ABT, transaction charges and charges for the power drawn by the Company from the grid.
- The Company shall also be liable to pay, in case of default by exclusive or non-exclusive or captive consumers to pay, partly or fully, any open access charges, cross subsidy surcharge or additional surcharge or any back up supply charge within 15 (Fifteen) days of the Corporation or ESCOMs raising the bills for the said charges.
- 5.2 The Company shall pay to the nodal agency before commencement of wheeling, security deposit equivalent to the estimated charges for two months as specified in Clause 5.1 above which shall be retained with the nodal agency till the expiry of the Agreement.


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- 5.3 The Company shall pay, in lieu of grid support charge, demand charges as applicable to the relevant category of consumers to whom energy is wheeled, till the grid support charge is determined by the Commission.
- 5.4 The ESCOMs shall recover from the Exclusive Consumer:
- Twice the demand charges as applicable to the relevant category of consumers as determined by the Commission from time to time, for over drawal of demand [KW/MW] beyond the quantum of power contracted under the wheeling agreement; and
 - Twice the energy charges as applicable to the relevant category of consumers for over drawal of energy from the grid beyond the net injected energy by the Company [injected energy less the wheeling and banking charges in kind].
- 5.5 The Company shall be permitted to import power from the grid for startup, maintenance and other allied purposes duly intimating the HESCOM the period for which such supply is required. In such cases, the actual energy drawn from the grid as recorded by the import meter shall be charged at the HT temporary tariff.
- 5.6 **Charges for infirm power:**
The infirm energy injected during the period from trial operation date after synchronization up to the commercial operation date shall be deemed to be sold to the HESCOM in whose jurisdiction the project is located and shall be paid for by such HESCOM at the applicable average pooled power purchase cost determined by the Commission.
- 5.7 **Charges for banked energy remaining unutilized at the end of water year/financial year**
The HESCOM in whose jurisdiction the Project is situated, shall pay at 85% of the latest generic tariff determined by the Commission applicable to the relevant category of RE Power to the Company for the banked energy remaining unutilized at the end of every water year/financial year, as the case may be.
Provided that, no transmission or wheeling charges or open access charges, shall be levied, on quantum of Banked energy, remaining unutilized, at the end of the year and deemed to have been purchased by ESCOM under this Agreement.
- 5.8 **PF penalty:**
The exclusive or non-exclusive Consumer or captive consumer shall pay Power Factor penalty for any reduction in power factor, as per rates determined by the Commission from time to time.
- 5.9 **Energy Losses:**
Loss of Energy in wheeling shall be calculated as per the loss levels fixed for the purpose of wheeling by the Commission from time to time.


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ARTICLE- 6

WHEELING AND BANKING OF ENERGY

6.1 WHEELING OF ENERGY:

6.1.1 At least 15 (Fifteen) days prior to commencement of wheeling, the Company shall submit in writing, a list of "Exclusive Consumers", "Non-Exclusive consumers" and 'Captive Consumers' to whom it proposes to wheel power, indicating the quantum of power to be wheeled to such consumers. Subject to availability of transmission and/or distribution network the Corporation/ESCOM/s shall, within seven days thereafter, approve the list of consumers to whom power shall be wheeled. Any addition or deletion to the list of consumers or change in power allocation to the existing consumers shall be approved by Corporation/ESCOM/s, within seven days of receipt of a request from the Company subject to the availability of the system.

Provided that no supplemental agreement shall be required to be signed, for such addition or deletion of the consumers, if the ESCOMs in whose jurisdiction such consumer/s is/are located have already signed the wheeling and banking agreement.

6.1.2 Subject to KERC Regulations/Orders, the energy injected by the Company under wheeling shall be charged first to the consumption of exclusive, non-exclusive Consumers and Captive Consumers and the residual energy at the end of water/financial year, as applicable, if any, in the case of wind/mini-hydel/solar energy, shall be deemed to have been purchased by the HESCOM in whose jurisdiction the project is located and paid at 85% of the latest generic tariff determined by the Commission to the relevant RE power.

6.1.3 While billing the monthly demand charges, the power injected by the Company under wheeling shall be charged first to the consumption of exclusive, non-exclusive Consumers and Captive Consumers and the residual demand shall be deemed to have been met by the ESCOMs in whose jurisdiction such consumer is located and shall be billed as per the applicable tariff.

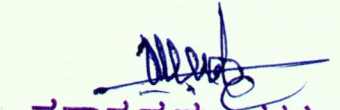
[Example-1: If during a month, Maximum Demand [MD] recorded is 80 MW, the Contract Demand [CD] of the Consumer is 100 MW and the power supplied under wheeling by the Company is 20 MW, then 60 MW [80 MW-20 MW] is deemed to be supplied by ESCOM and shall be billed at 75% of CD [ie 75 MW] as 60 MW is less than 75% of CD].

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Example-2: If during a month, Maximum Demand [MD] recorded is 100 MW, the Contract Demand [CD] of the Consumer is 100 MW and the power supplied under wheeling by the Company is 20 MW, then 80 MW [100 MW-20 MW] is deemed to be supplied by ESCOM and shall be billed at 80 MW as 80 MW is more than 75% of CD].

Note: For the portion of power contracted under wheeling, there is no need to enhance the CD with the distribution licensee. In the above example there is no need to enhance CD from the existing 100 MW to 120 MW.

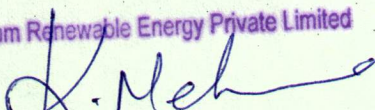
- 6.1.4 The Corporation/ESCOMs shall collect from the Exclusive consumers of the Company, the open access charges as per KERC Regulations/orders. For the Energy Wheeled to "Exclusive Consumers", the Company shall collect the charges for the electricity supplied by such consumers directly.
- 6.1.5 All Charges for the quantum of energy drawn by "Non Exclusive Consumers" including energy and demand charges other than for energy wheeled from the Company shall be collected by the concerned ESCOM directly as per the tariff applicable to such consumers.
- 6.1.6 In the event of system constraints, both Exclusive and Non-Exclusive Consumers shall be subjected to power cuts or load shedding as deemed necessary by the Corporation/ESCOMs.
- 6.1.7 The Corporation/ESCOMs reserve the right to withdraw the facility of banking and wheeling either wholly or partly in case of any breach of conditions of this agreement or under force majeure conditions. In such an event, Corporation/ESCOMs shall not be liable to pay any compensation or damages to the Company.

6.2 BANKING

- 6.2.1 The Energy banked by the Company shall be permitted to be carried forward from month to month within the same water /financial year in respect of mini-hydel/wind/solar projects, as the case may be. No carry forward of banked energy shall be permitted from a water/financial year to the next water /financial year, as applicable. Banked energy unutilized at the end of Water/financial year shall be deemed to be utilized by the HESCOM in whose jurisdiction the project is located and shall be paid as per clause 5.7.


Note: As per the KERC order S/03/01 dated 18th August 2014, "All Solar Power generators in the state, achieving commercial operation date (CoD) between, 1st April 2013 and 31st March 2018, and selling power to consumers within the state on open access or wheeling, shall be exempted from payment of wheeling and banking charges and cross subsidy surcharge for a period of ten years from the date of commissioning. This is also applicable for captive solar power plants for self-consumption within the State".

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6.2.2 The banked Energy at the end of a month shall be calculated as follows:

$$E_{bi} = [E_g * (1 - B - C)] + E_{b(i-1)} - E_t$$

Where,

E_{bi} = Banked energy at the end of a month including previous month banked energy carried forward.

$E_{b(i-1)}$ = Banked energy as at the end of the previous month

E_g = Generated energy injected to the grid at the point of injection in a month as recorded by the export register of the meter, less 115% of energy recorded by import meter, less transmission loss.

B = Banking charges in kind expressed in percentage

C = Transmission and/or wheeling charges expressed in percentage.

E_t = Actual energy Consumed by the Exclusive Consumers and/or Non-Exclusive Consumer and/or captive/non-captive consumers to the extent of capacity contracted under wheeling.

IF E_{bi} is negative, then the company will be billed for the excess energy drawn during the month at 2 times HT - 2A tariff.

Note: Banked energy for the next month will be zero if E_{bi} is negative or zero.

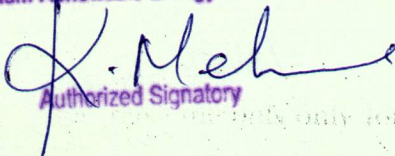
ARTICLE - 7

BILLING PROCEDURE

- 7.1 Joint meter readings of the Import and Export registers of the meters at the Project/injection point shall be taken by Jurisdictional Executive Engineer (Elecl), O & M or any authorized representative of HESCOM and a Representative of the Company on the first day of every month.
- 7.2 Joint meter readings of Exclusive Consumers and other Consumers shall be taken by the Jurisdictional Engineer of ESCOMs on the first day of every calendar month (if necessary after changing meter reading dates to the first day of every calendar month) and raise the bills only for Open Access charges in respect of "Exclusive Consumers" and 'Captive Consumers' and for both energy supplied by ESCOMs and applicable Open Access charges in respect of "Non Exclusive Consumers".

The monthly meter readings of both export and import registers of the energy meters i.e. of both main and check meters shall be taken jointly by the authorized representatives of the HESCOM and the Company on the first day of the following month. At the conclusion of each meter reading an appointed representative of HESCOM and the Company shall sign a document recording the number of kilowatt-hours and other parameters indicated by the meter.


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- 7.3 All payments of bills issued by the Corporation/ESCOs under this agreement shall be paid by the Company/Exclusive consumers/Non-exclusive consumers/Captive consumers within **Fifteen (15) days from the receipt of such bills.**

ARTICLE - 8


METERING AND COMMUNICATION

- 8.1 **Metering:** The Energy injected and the energy drawn shall be metered at the receiving sub-station point and at the drawl point of the Consumers (MLRHT-202, EHT-1, DHTP-32, DHTP-50, GRHT-14, DYTP-229, YHT-25, C1HT-16 in BESCOM Jurisdiction; BHT-2 in CESC Jurisdiction, EHT-170 in MESCOM Jurisdiction, HTS-46, HTS-106 in HESCOM Jurisdiction).
- 8.2 **Metering equipment:** Metering equipment shall be Special Energy Meters of accuracy class 0.2 required for the Project (both main and check meters). The main meter shall be installed and owned by the Company, whereas check meters shall be installed and owned by the HESCOM. The dedicated core of both Current Transformers [CT's] and Potential Transformers [PT's] of required accuracy shall be made available by the Company to HESCOM. The metering equipment shall be maintained in accordance with applicable electricity standards and shall be capable of recording quarter-hourly and monthly readings. The Company shall provide the metering results to the HESCOM. The meters installed shall be capable of recording and storing quarter hourly readings of all the electrical parameters for a minimum period of 35 days with digital output.
- 8.3 **Sealing of Energy Meters:** All the main and check energy meters (export and import) and all associated instrument transformers installed shall be of 0.2 accuracy class. Each meter shall be jointly inspected and sealed by the HESCOM and shall not be interfered with by either Company except in the presence of the other Company or its authorized representatives.
- 8.4 **Meter Test Checking:** All the main and check meters shall be tested for accuracy every calendar quarter with reference to a portable standard meter owned by the HESCOM which shall be of an accuracy class of 0.1. The meters shall be deemed to be working satisfactorily if the errors are within specifications for meters of 0.2 accuracy class. The cost of such test checking shall be borne by the Company at the rates specified by the HESCOM from time to time. The consumption registered by the main meters shall be considered for the purpose of billing as long as the error in the main meter is within the permissible limits.
- (i) If during the quarterly tests, the main meter is found to be within the permissible limits of error and the corresponding check meter is beyond the permissible limits, then billing will be as per the readings of the main meter. The check meter shall, however, be calibrated immediately.

For Belgaum Renewable Energy Private Limited


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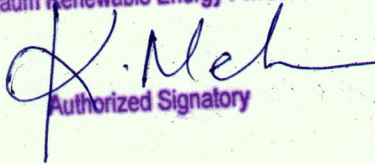
- (ii) If during the quarterly tests, the main meter is found to show any reading beyond permissible limits of error, but the corresponding check meter is found to be within permissible limits of error, then the billing for the month up to the date and time of such test shall be as per the check meter. There shall be a revision in the bills for the period from the previous billing date up to the current test date, based on the readings of the check meter. The main meter shall be calibrated immediately and billing for the period thereafter till the next monthly meter reading shall be as per the calibrated main meter.
- (iii) If during the quarterly tests, both the main meter and the corresponding check meter are found to show readings beyond the permissible limits of error, both the meters shall be immediately calibrated and corrections applied to the reading registered by the main meter to arrive at the correct reading of energy supplied for billing purposes for the period from the last month's meter reading up to the current test. Billing for the period thereafter till the next monthly meter reading shall be as per the calibrated main meter.
- (iv) If during any of the monthly meter readings, the variation between the main meter and the check meter is more than that permissible for meters of 0.2 accuracy class, all the meters shall be re-tested for their accuracy immediately.

8.5 **Interconnection and Metering Facilities:** The Company shall provide at its cost dedicated core for the metering. Both the main meter and the check meter shall be installed nearest to the PT in the outdoor yard of the Corporation/HESCOM and shall be housed in a suitable weatherproof cubicle.


8.6 **Data Acquisition System [DAS] and Communication facilities:** The Company shall install and maintain at its cost, Data Acquisition System and communication network facilities at the Generating Station/Injection Point as well as drawl points, as specified in the Grid Code with due approval of technical features by the Corporation or the ESCOMs.

8.7 In the case of any tampering of metering cubicle or energy meters at the Exclusive Consumers /Non-Exclusive Consumers/Captive Consumers premises or at the Company's power generating plant being detected or observed, the Corporation/ESCOM/s shall have the right to withdraw the Wheeling & Banking facilities to the Company without any notice.

For Belgaum Renewable Energy Private Limited


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ARTICLE - 9

FORCE MAJEURE

- 9.1 In the event of Force Majeure conditions like war, mutiny, riot, earthquake, hurricane, strike, tempest, accident to machinery, affecting the wheeling and /or banking of power, the Corporation/ESCOM/s shall have no obligation to Bank and Wheel the energy as per this agreement. However, they shall make all reasonable efforts to restore normalcy within 30 (thirty) days and if the same is not possible, this agreement is to be treated as temporarily suspended for the period in which Force Majeure conditions continue and in such case the ESCOMs shall also make efforts to supply power to "Exclusive Consumers" of the Company from its own source subject to availability and payment of charges as applicable to the power supplied to the relevant category of consumers.
- 9.2 During the period in which Force Majeure conditions prevail, Corporation/ESCOM/s shall not be liable to pay any compensation or damage or any claims whatsoever for any direct or indirect loss that may be suffered by the Company on account of wheeling and/or Banking of Electricity not being performed during the period.

ARTICLE - 10

TERM, TERMINATION AND DEFAULT

10.1 Term of the Agreement:

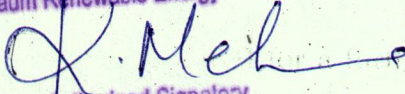
This Agreement shall become effective upon the execution and delivery thereof by the Parties hereto and unless terminated pursuant to other provisions of the Agreement, shall continue to be in force for such time until the completion of a period of 120 (One Hundred and Twenty) months from the date of execution and may be renewed for a further period with mutual consent on the same terms and conditions.

10.2 Events of Default:

Company's Default: The occurrence of any of the following events at any time during the term of this Agreement shall constitute an Event of Default by the Company:


- Failure or refusal by the Company to perform any of its obligations agreed under this Agreement.
- Non-payment of charges as specified in this agreement within the time specified in clause 7.3.

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- c. Failure of the Company to generate and wheel energy continuously for a period of six months in a water/Financial Year as the case may be.
- d. Repeated over drawl of power from the grid by the Exclusive Consumers in any four consecutive 15-minutes time block.

10.3 Termination:

Termination for Company's Default:

- i) Upon the occurrence of any event of default as set out in sub-clause 10.2 above, the Corporation/ESCOM/s may deliver a Default Notice to the Company in writing, which shall specify in reasonable detail the event of default giving rise to the default notice and call upon the Company to remedy the same within a month from the date of notice.
- ii) In case the Company fails to remedy the default(s) notified in the above Notice within the time indicated in the notice, the Corporation/ESCOM/s shall be entitled to terminate this Agreement with immediate effect.
- iii) Upon termination of this agreement, the Corporation/ESCOM/s shall stand discharged of all its obligations undertaken under this Agreement. However, the Parties shall fulfill the payment obligations arising as per the Agreement prior to the date of termination.


ARTICLE 11


DISPUTE RESOLUTION

- 11.1 The Parties hereby agree to attempt to resolve all disputes arising hereunder promptly, equitably and in good faith.
- 11.2 All disputes or differences between the Parties arising out of or in connection with this Agreement shall, as far as possible, be settled through mutual negotiations.
- 11.3 Each Company/Company shall designate in writing and communicate to the other Company/Company its own representative who shall be authorized to resolve any dispute arising under this Agreement in an equitable manner and, unless otherwise expressly provided herein, to exercise the authority of the Parties hereto to make decisions by mutual agreement.
- 11.4 If the designated representatives are unable to resolve a dispute under this Agreement within ninety (90) days after such dispute arises, or such other reasonable period as may be mutually acceptable to the parties then it shall be referred to the Commission in accordance with the provisions of the Electricity Act 2003, for resolution of the dispute under Section 86(1) (f) of the Act.

For Belgaum Renewable Energy Private Limited


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ARTICLE - 12

MISCELLANEOUS PROVISIONS

12.1 Governing Law:

This Agreement shall be interpreted, construed and governed by the Laws of India including the Electricity Act, 2003 and the Rules/ Regulations framed there under.

12.2 Waivers:

Any failure on the part of a Company to exercise, and any delay in exercising, exceeding three years, any right hereunder shall operate as a waiver thereof. No waiver by a Company of any right hereunder with respect to any matter or default arising in connection with this Agreement shall be considered as a waiver with respect to any subsequent matter of default.

12.3 Limitation, Remedies and Damages:

Neither Company shall be liable to the other for any consequential, indirect or special damages to persons or property whether arising in tort, contract or otherwise, by reason of this Agreement or any services performed or undertaken to be performed hereunder.

12.4 Notices:

Any notice, communication, demand, or request required or authorized by this Agreement shall be in writing and shall be deemed properly given upon the date of receipt, if delivered by hand or sent by courier, if mailed by registered or certified mail at the time of posting, if sent by fax when dispatched (provided if the sender's transmission report shows the entire fax to have been received by the recipient and only if the transmission was received in legible form), to: -

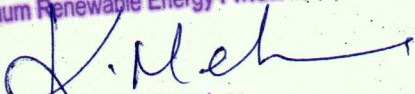
(i) In case of the Company : M/s. Belgaum Renewable Energy Private Limited
Name : Mr. Karan Mehra.
Designation : AVP
Mobile No : +91 74120 60553.
Fax No : +91
e- mail : karan.mehra@raysfutureenergy.com


(ii) In case of Corporation: Karnataka Power Transmission Corporation Ltd.
Name : S. R. RAVI
Designation : Deputy General Manager (Tech), KPTCL, Kaveri Bhavan, Bengaluru.
Telephone : 080-22243926
Fax : 080-22110134
E-mail : dgmtkptcl@rediffmail.com

Dy. General Manager (Tech)
KPTCL, Kaveri Bhavan, Bangalore.

19/25

For Belgaum Renewable Energy Private Limited


Authorized Signatory


ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು
(ತಾಂತ್ರಿಕ) ಹೆಸಾಂ ಹುಬ್ಬಳ್ಳಿ


General Manager (Commercial)
Corporate Office,
CESC, Mysuru.


General Manager (Ele),
PP , BESCO, B'lore.


Superintending Engineer (Ele), Commercial
MESCO, Corporate Office
Mangaluru - 575 004

(iii) In case of HESCOM:

Name : Manohar M Bevinamar
Designation : General Manager (Tech), HESCOM, Hubballi.
Mobile : 94483 70226
Fax : 0836 - 2324307
e-mail : gmt.hescom@gmail.com; gmt@hescom.co.in

(iv) In case of BESCOM:

Name : M.G. SURESH BABU
Designation : General Manager (Ele), Power Purchase, BESCOM, Bengaluru.
Telephone : 080-22352796
Fax : 080-22352796
e-mail : gmpp.work@gmail.com; gmpp@bescom.co.in

(v) In Case of MESCOM

Name : NAGARAJA G.P
Designation : Superintending Engineer (Ele) (Coml), MESCOM, Mangaluru.
Telephone : 0824 - 28 85 810
Fax : 0824 - 22 11 396
E-mail : seecoml@rediffmail.com ;

(vi) In case of CESC:

Name : RAJAPPA
Designation : General Manager (Coml), Commercial Section, No. 29,
Vijayanagar, 2nd Stage, Hinkal, Mysuru.
Telephone : 0821-2343939
Fax :
e-mail : gmcomm@cescmysore.org ; seccesc@gmail.com ;

12.5 Severability:

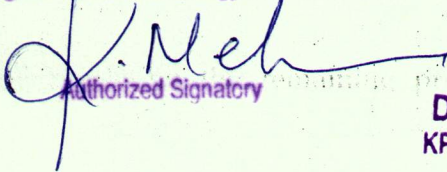
Any provision of this Agreement, which is prohibited or unenforceable under any law, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and without affecting the validity, enforceability or legality of such other provisions.

12.6 Amendments:


This Agreement shall not be amended, changed, altered, or modified except by a written instrument duly executed by the authorized representatives of both the Parties and approved by the Commission. However, the Commission shall be entitled to modify/alter the conditions of this contract [agreement] at the instance of either of the parties, or *suomotu*, after giving an opportunity of hearing to all the parties.

For Belgaum Renewable Energy Private Limited

20/25


Authorized Signatory


Dy. General Manager (Tech)
KPTCL Kaveri Division, Bangalore


ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು
(ತಾಂತ್ರಿಕ) ಹೆಸಾಂ ಹುಬ್ಬಳ್ಳಿ.


General Manager (Commercial)
Corporate Office,
CESC, Mysuru.


General Manager (Ele),
PP, BESCOM, B'lore.


Superintending Engineer (Ele.) Commercial
MESCOM, Corporate Office
Mangaluru - 575 004

12.7 **Assignment:**

The Company shall not assign this Agreement or any portion hereof without the prior written consent of the Corporation/ESCOM/s and approval of the Commission.

Provided that, any assignee shall expressly assume in writing the assignor's obligations arising under this Agreement prior to the assignment.

12.8 **Entire Agreement, Appendices:**

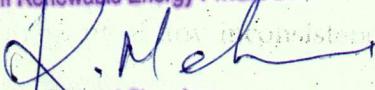
This Agreement constitutes the entire agreement between Corporation, ESCOM/s and the Company, concerning the subject matter hereof. All previous documents, undertakings, and agreements, whether oral, written, or otherwise, between the Parties concerning the subject matter hereof are hereby cancelled and shall be of no further force or effect and shall not affect or modify any of the terms or obligations set forth in this Agreement, except as the same may be made part of this Agreement in accordance with its terms, including the terms of any of the appendices, attachments or exhibits. The appendices, attachments and exhibits are hereby made an integral part of this Agreement and shall be fully binding upon the Parties.


In the event of any inconsistency between the text of the Articles of this Agreement and the appendices, attachments or exhibits hereto or in the event of any inconsistency between the provisions and particulars of one appendix, attachment or exhibit and those of any other appendix, attachment or exhibit, Corporation/ ESCOM/s and the Company shall mutually consult to resolve the inconsistency.

12.9 **Further Acts and Assurances:**

Each of the Parties after convincing itself agrees to execute and deliver all such further agreements, documents and instruments, and to do and perform all such further acts and things, as shall be necessary or convenient to carry out the provisions of this Agreement and to consummate the transactions contemplated hereby.

For Belgaum Renewable Energy Private Limited


Authorized Signatory



ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು
(ತಾಂತ್ರಿಕ) ಹೆಸಾಂ ಹುಬ್ಬಳ್ಳಿ.


General Manager (Commercial)
Corporate Office,
CESC, Mysuru.


Superintending Engineer (Ele.) Commercial
MESCOM, Corporate Office
Mangaluru - 575 004

21/25


General Manager (Ele),
PP , BESCO, B'lore.


Dy. General Manager (Tech)
KPTCL, Kaveri Bhavan, Bang.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized representatives and copies delivered to each Company, as of the day and year first above stated.

FOR AND ON BEHALF OF CORPORATION

Signature :
Name :
Designation : Deputy General Manager (Tech),
KPTCL, Kaveri Bhavan, Bengaluru.

SUDHAS.N.


AGM (Proj.)
KPTCL

WITNESSES

1.

S.R. RAVI

2.


Dy. General Manager (Tech)
KPTCL, Kaveri Bhavan, Bangalore.

S.T. TARANNUM


Manager (Projects)
Corporate Office, KPTCL
Kaveri Bhavan,
Bangalore -560 009

FOR AND ON BEHALF OF HESCOM

Signature :
Name : Manohar M Bevinamar.
Designation : General Manager (Tech),
HESCOM, Hubballi

ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು
(ತಾಂತ್ರಿಕ) ಹೆಸಾಂ ಹುಬ್ಬಳ್ಳಿ.

WITNESSES

1.


Executive Engineer (Ele.)
Power Trading Cell
HESCOM, HUBLI-25

2.


Kuballi Nagaraj.

ಸಹಾಯಕ ಕಾರ್ಯನಿರ್ವಾಹಕ ಇಂಜಿನಿಯರ (ಎ)
ಪಿ.ಟಿ.ಸಿ. ನಿಗಮ ಕಛೇರಿ,
ಹು.ವಿ.ಸ.ಕಂ.ನಿ., ಹುಬ್ಬಳ್ಳಿ

FOR AND ON BEHALF OF BESCOM

Signature :
Name : M.G. SURESH BABU
Designation : General Manager (Ele),
Power Purchase,
BESCOM, Bengaluru.


General Manager (Ele),
PP, BESCOM, B'lore.

WITNESSES

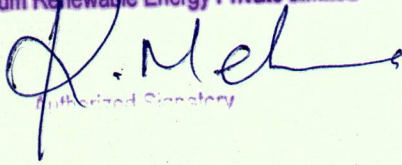
1.



Deputy General Manager (Ele.)
Power Purchase, BESCOM, B'lore.

2.



Asst. General Manager. Ele.,
Power Procurement, BESCOM
Bangalore


For Belgaum Renewable Energy Private Limited


Authorized Signatory


ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು
(ತಾಂತ್ರಿಕ) ಹೆಸಾಂ ಹುಬ್ಬಳ್ಳಿ.

22/25

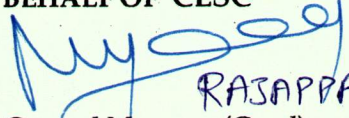

General Manager (Commercial)
Corporate Office,
CESC, Mysuru.


Superintending Engineer (Ele.) Commercial
BESCOM, Corporate Office
Mangaluru - 575 004


General Manager (Ele),
PP, BESCOM, B'lore.


Dy. General Manager (Tech)
KPTCL, Kaveri Bhavan, Bangalore.

FOR AND ON BEHALF OF CESC


Signature : 
Name : RASAPPA
Designation : General Manager (Coml),
Corporate office, CESC
Mysuru

General Manager (Commercial)
Corporate Office,
CESC, Mysuru.


FOR AND ON BEHALF OF MESCOM

Signature : 
Name : CHANNAIAH
Designation : Superintending Engineer (Ele)
Superintending Engineer (Ele) Commercial
(Commercial) MESCOM,
MESCOM, Corporate Office
Mangaluru.
Mangaluru - 575 004

FOR AND ON BEHALF OF M/s. Belgaum Renewable Energy Private Limited

Signature : 
Name : Karan Mehra.
Designation : AVP Authorized Signatory




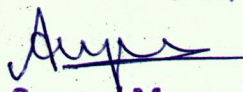
For Belgaum Renewable Energy Private Limited

Authorized Signatory


General Manager (Commercial)
Corporate Office,
CESC, Mysuru.

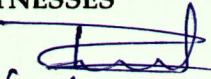


General Manager (Ele),
PP, BESCOM, B'lore.


Dy. General Manager (Tech)
KPTCL, Kaveri Bhavan, Bangalore.

WITNESSES

1. 
Dy. General Manager
(Regulatory Affairs-2)
Corporate Office,
CESC, Mysuru.
2. 
Asst. General Manager
(Regulatory Affairs-2)
Corporate Office,
CESC, Mysuru.

WITNESSES

1. 
(Prakash Hegde)
ಸಹಾಯಕ ಕಾರ್ಯನಿರ್ವಾಹಕ ಇಂಜಿನಿಯರ್ (ವಿ)
ಮಸ್ಕಾಂ ಇಜಿಸ ಆಡಳಿತ ಕಛೇರಿ
ಮಸ್ಕಾಂ ಭವನ, ಬಿಜ್ಜೆ, ಮಂಗಳೂರು - 575004
2. 
(Rani Kokare)
AEE (Coml)


SCHEDULE- 2

SPECIFICATIONS OF ELECTRICAL ENERGY DELIVERY

1. The generation voltage from the solar energy based Electric Power Plant of M/s. Belgaum Renewable Energy Private Limited, is at 400V. It comprises generators, generator transformer and unit transformer.
2. The generated power at 400V will be stepped up to 33kV further stepped up to 110kV at the project site and interconnected to the 110kV Sub-station (Injection Point) of Corporation located at Albala Village, Jamakhandi Taluk, Bagalkot District. GT's will also be used to draw start up power from the grid.
3. The injection point is at 110kV Sub - station, near Albala Village, Jamakhandi Taluk, Bagalkot District.

For Belgaum Renewable Energy Private Limited



Authorized Signatory


ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು
(ತಾಂತ್ರಿಕ) ಹೆಸಾಂ ಹುಬ್ಬಳ್ಳಿ.


General Manager (Commercial)
Corporate Office,
CESC, Mysuru.


Superintending Engineer (Ele.) Commercial
MESCOM, Corporate Office
Mangaluru - 575 004


General Manager (Ele),
PP , BESCOM, B'lore.


Dy. General Manager (Tech)
KPTCL, Kaveri Bhavan, Bangalore

ಹುಬ್ಬಳ್ಳಿ ವಿದ್ಯುತ್ ಸರಬರಾಜು ಕಂಪನಿ ನಿಗಮಿಹ

(ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಸ್ವಾಮ್ಯಕ್ಕೆ ಒಳಪಟ್ಟಿದೆ)

ನಿಗಮ ಕಛೇರಿ, ನವನಗರ ಪಿ.ಬಿ.ರೋಡ್,

ಹುಬ್ಬಳ್ಳಿ-580025

Telephone No. : 0836-2322771

Web Site: http://hescom.co.in



HUBLI ELECTRICITY SUPPLY COMPANY LIMITED

[Wholly owned Govt. of Karnataka]

Corporate Office, Navanagar, P.B. Road,

HUBBALLI-580 025

email-1: eeptc.hescom@gmail.com

email-2: aeptc.hescom@gmail.com

CIN: U31401KA2002SGC030437

No: HESCOM/GM(T)/PTC/1096/F-SP4/23-24/

Date:

45-392
OFFICIAL MEMORANDUM

26 APR 2023

Sub: Allotment of wheeled energy generated by M/s. Belgaum Renewable Energy Pvt. Ltd, 25MW Solar Power Project located at Albala Village, Jamakhandi Taluka, Bagalkot district for April-2023.

Ref: 1. This Solar Power Project Commissioned On 25.03.2018
2. The Firm's 'C' Form No: BREPL/KPTCL/2023/04 dated: 15.04.2023

As per the consent vide letter under reference approval is hereby accorded to wheel the energy to the following installation to the extent noted against it for the month of April-2023.

Apr-23

Sl no.	Name of IPP	Name & Address of the HT Consumer	RR No	Division/ Sub Division	Type	Slot	Slot Wise Units	Total units in kWh
1	M/s. Belgaum Renewable Energy Pvt. Ltd, 25MW Solar PP	The Principal, JNMC Nehru Nagar, KLES Hospital, Belagavi	HTS-106	CSD-3, Belgavi	Non Captive	6AM to 10 AM	50,000	2,80,000
						10AM to 6 PM	1,10,000	
						6 PM to 10 PM	55,000	
						10 PM to 6 AM	65,000	
2	M/s. Belgaum Renewable Energy Pvt. Ltd, 25MW Solar PP	The Principal, JNMC Nehru Nagar, Belagavi	HTS-46	CSD-3, Belgavi	Non Captive	6AM to 10 AM	99,000	5,20,000
						10AM to 6 PM	2,09,000	
						6 PM to 10 PM	86,000	
						10 PM to 6 AM	1,26,000	
Total							8,00,000	

This allotment of wheeling energy is subject to the following conditions:

- 1 Rebate on wheeling units is not applicable as per tariff order.
- 2 This quota of energy does not require billing as it is allotted from the energy banked by IPPs from their power plants. This quota of energy does not attract fuel escalation charges also.
- 3 This is however subject to verification of post audit/ HT audit.
- 4 This wheeled energy allotted does not attract any additional 2 MMD charges.
- 5 This quota of energy wheeled to those Industrial consumers for whom KPTCL /HESCOM Ltd., has permitted to pay arrears in installments or at a later date and paid in time. But this should not be wheeled to installations having arrears due to pending Court Cases, appeals etc., and also to those installations having arrears for which KPTCL / HESCOM has not permitted installment facility.
- 6 Cross Subsidy Surcharge & Additional Surcharges are not applicable to Captive Consumed Units as per prevailing KERC Tariff Orders. For Non Captive wheeled units, "Cross Subsidy Charges" and "Additional Surcharges" to be billed and collected from the respective O & M Sub Divisions from the respective HT / EHT Consumers as per prevailing KERC Tariff Order.
- 7 GoK Order Vide No: KSALD 17 Legislative 2018, Bengaluru dated: 19.07.2018 has amended the Electricity tax structure from 6% to 9%, which is also applicable to wheeled energy consumed by Non-Captive Consumers. Further, as per GoK notification vide No: EN 106 EBS 2018 Bengaluru, dated 19.07.2018, 20 Paise per unit towards electricity charges on captive consumption (Wheeled Energy), to be collected by the concerned O & M Sub-Divisions and remitted to CEIG, GoK, Bengaluru, with effect from 19.07.2018.
- 8 As per KERC order dated 18th Aug-14, All Solar generators in the State achieving commercial operation date (CoD) between 1st April-13 to 31st March-18 and selling power to consumers within the State on open access or Wheeling Shall be exempted from payment of wheeling & banking charges and cross subsidy surcharge for a period of ten years from the date of commissioning. However any other charges including "Additional Surcharges" as per prevailing KERC Tariff Order are applicable for Non Captive Consumed Units Only.
- 9 The consumer having contract demand below 1 MW will not be eligible for availing wheeled power.
- 10 The Consumer with SRTPV Net Metering facility are not eligible for Wheeling as per KERC order dated 18.07.2022.

General Manager (Tech)
HESCOM, Hubballi.

Copy for information to;

1. The Chief Electrical Inspector, Govt. of Karnataka, Bengaluru, No 32/1-2 Crescent Towers, 2nd Floor, Crescent Road, Bengaluru - 560001.
2. The Principal JNMC Nehru Nagar Belagavi
3. The Principal JNMC Nehru Nagar KLES Hospital Belagavi
4. M/s. Belgaum Renewable Energy Private limited D-43 Janpath Shyam Nagar Jaipur Rajasthan - 302019.

Copy for information and useful to :

1. The Chief Engineer (Ele) State Load Dispatch Centre, KPTCL A.R. Circle Bengaluru.
2. The Controller of Accounts, (IA) Corporate office, HESCOM, Hubballi.
3. The Deputy General Manager (Tech), KPTCL Kaveri Bhavan, Bengaluru 09.
4. The Executive Engineer (Ele), O & M Urban Division, HESCOM, Belagavi.
5. The Asst. Executive Engineer (Ele), O & M City Sub- division-3, HESCOM, Belagavi.
6. The Accounts Officer (I.A), O & M Urban Division, HESCOM, Belagavi.

58 APR 2023

ಹುಬ್ಬಳ್ಳಿ ವಿದ್ಯುತ್ ಸರಬರಾಜು ಕಂಪನಿ ನಿಯಮಿತ
(ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಸ್ವಾಮ್ಯಕ್ಕೆ ಒಳಪಟ್ಟಿದೆ)
ನಿಗಮ ಕಛೇರಿ, ನವನಗರ ಪಿ.ಬಿ.ರೋಡ,
ಹುಬ್ಬಳ್ಳಿ-580025

Telephone No. : 0836-2322771

Web Site: <http://hescom.co.in>



HUBLI ELECTRICITY SUPPLY COMPANY LIMITED

[Wholly owned Govt. of Karnataka]

Corporate Office, Navanagar, P.B. Road,

HUBBALLI-580 025

email-1: eeptc.hescom@gmail.com

email-2: aeptc.hescom@gmail.com

CIN: U31401KA2002SGC030437

No: HESCOM/GM(T)/PTC/1125/F-68/24-25/ 045-5361

Date: **- 6 NOV 2024**

OFFICIAL MEMORANDUM

Sub: Wheeling of energy generated by M/s. Saipet Preforms, 2MW WPP located at Malaghan Village, Basavan Bagewadi Taluka, Vijayapur district for October-2024.

De The Firm's 'C' Form No: SPP/HESCOM/2024/10 dated: 30.10.2024.

As per the consent vide letter under reference approval is hereby accorded to wheel the energy to the following installation to the extent noted against it for the month of October-2024.

Oct-24

Sl no.	Name of IPP	Name & Address of the HT Consumer	RR No	Tariff	Division/ Sub Division	Type	Units in kWh
1	M/s. Saipet Preforms, 2MW WPP	M/s The Principal JNMC	HTS-46	HT-2C(ii)	CSD-3 Belagavi	Non Captive	685,000
		Total					685,000

This allotment of wheeling energy is subject to the following conditions:

- 1 Rebate on wheeling units is not applicable as per tariff order 2023.
- 2 This quota of energy does not require billing as it is allotted from the energy banked by IPPs from their power plants. This quota of energy does not attract fuel escalation charges also.
- 3 This is however subject to verification of post audit/ HT audit.
- 4 This wheeled energy allotted does not attract any additional 2 MMD charges.
- 5 This quota of energy wheeled to those Industrial consumers for whom KPTCL /HESCOM Ltd., has permitted to pay arrears in installments or at a later date and paid in time. But this should not be wheeled to installations having arrears due to pending Court Cases, appeals etc., and also to those installations having arrears for which KPTCL / HESCOM has not permitted installment facility.
- 6 For Non Captive wheeled units, "Cross Subsidy Charges" and "Additional Surcharges" to be billed and collected from the respective O & M Sub Divisions from the respective HT / EHT Consumers as per prevailing KERC Tariff Order.
- 7 GoK Order Vide No: KSALD 17 Legislative 2018, Bengaluru dated: 19.07.2018 has amended the Electricity tax structure from 6% to 9%, which is also applicable to wheeled energy consumed by Non-Captive Consumers. Further, as per GoK notification vide No: EN 106 EBS 2018 Bengaluru, dated 19.07.2018, 20 Paise per unit towards electricity charges on captive consumption (Wheeled Energy), to be collected by the concerned O & M Sub-Divisions and remitted to CEIG, GoK, Bengaluru, with effect from 19.07.2018.
- 8 The Consumer with SRTPV Net Metering facility are not eligible for Wheeling as per KERC order dated 18.07.2022.

**General Manager (Tech),
HESCOM, Hubballi.**

Copy for information to:

1. The chief Electrical Inspector, Govt. of Karnataka, Bengaluru, No 32/ 1-2 Crescent Towers , 2nd Floor, Crescent Road, Bengaluru -560001.
2. M/s.Sai Pet Preforms Ward No: 10, Beside Bala Talkies, Hampi Road, Hosapete-583201.

Copy for information and needful to :

1. The Chief - Engineer (Ele) State Load Dispatch Centre, KPTCL A.R. Circle Bengaluru.
2. The Controller of Account (IA) Corporate office, HESCOM, Hubballi.
3. The Deputy General Manager (Tech), KPTCL Kaveri Bhavan, Bengaluru.
4. The Executive Engineer (Elec.), O & M Rural Division, HESCOM, Gandhinagar, Belagavi.
5. The Asst. Executive Engineer (Ele), O & M Rural Sub Division-2, HESCOM, Nehrunagar, Belagavi.
6. The Accounts Officer (IA), O & M Rural Division, HESCOM, Belagavi.



HUBLI ELECTRICITY SUPPLY COMPANY LIMITED

(Wholly owned Government of Karnataka Undertaking)

NO: AEE/CSD3/BGM/AAO/A-1/F/2023-24/17
TO

The Principal JNMC,
Nehru Nagar, KLE, Hospital
Belagavi.

Account ID NO 6099871000

DATE: 03.04.2023

Bill for the month of:

Mar-2023

Bill Date:

03.04.2023

Payable on or before:

15.04.2023

Disconnection Date:

30.04.2023

"REVISED BILL"

(As per General Manager (Tech), HESCOM, Hubli OM No. CYS-9638 DT-31.03.2023)

Installation Information

RR No:	HTS-46	Tariff Type:	HT-2 c i	Voltage Class:	33 KV	Contract Demand:	2600	Meter Const:	15000	85% of CD:	2210
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Time zone (Hrs)	Recorded demand In (kva)	Energy (kwh) Final Reading	Energy (kwh) Initial Reading	Difference	Total Consumption	Actual Consumption as per 15 min block period	Actual Open access Units	units after deducting open access	wheeling Non captive energy in units	HESCOM units to be billed	PF
06 to 10	0.1702	637.77	625.71	12.06	180900	0	0	180900	177000	3900	0.915
10 to 18		1337.97	1313.73	24.24	363600	0	0	363600	352000	11600	
18 to 22		560.54	550.84	9.7	145500	0	0	145500	143000	2500	
22 to 06	2553	916.02	900.43	15.59	233850	0	0	233850	216000	17850	
Total		3452.30	3390.71	61.59	923850	0	0	923850	888000	35850	

Demand Charges

Demand Charges	2553 KVA @ Rs.	260	663780.00
Demand Penalty Charges	0 KVA @ Rs.	520	0.00
Total			₹ 663,780

Energy Charges for Tax purpose	Slab 1	Upto	100000 units	100000 Units @ Rs.	7.20	720000
	Slab 2	Above	100000 units	823850 Units @ Rs.	7.60	6261260
	Total			923850		₹ 6,981,260

Energy Charges for Billing purpose	Slab 1	Upto	100000 units	35850 Units @ Rs.	7.20	258120
	Slab 2	Above	100000 units	0 Units @ Rs.	7.60	0
	Total			35850		₹ 258,120

TOD Billing

06.00 Hrs to 10.00 Hrs	3900 Units @ Rs.	0.00	0
10.00 Hrs to 18.00 Hrs	11600 Units @ Rs.	0.00	0
18.00 Hrs to 22.00 Hrs	2500 Units @ Rs.	1.00	2500
22.00 Hrs to 06.00 Hrs	17850 Units @ Rs.	-1.00	-17850
TOD Charges	35850		₹ -15,350

Total Energy Charges

₹ 242,770

Fuel Adjustment Cost @0Ps/Unit	35850 Units @ Rs.	0	0
Cross subsidy charges	0 Units @ Rs.	1.93	0
P.F.Surcharge(for power factor lesser than 0.90 lag)	35850 Units @ Rs.	0.03	0
H.V.Rebate	35850 Units @ Rs.	-0.02	-717
Total Power Supply Charges			₹ 905,833

Electricity Tax on energy charges	₹ 6,981,260 @9%		₹ 628,313
Wheeling Energy charge(nonCaptive)@35ps/unit	888000 Units @ Rs.	0.35	₹ 310,800
Wheeling Energy tax(NonCaptive) @20ps/unit	0 Units @ Rs.	0.09	₹ -
Total Charges for the month			₹ 1,844,946

Audit Short Claim		₹ -
Revenue Balance		₹ 10,000
TCS(0.1% total bill)		₹ -
Interest on tax arrears		₹ -
Interest on revenue arrears		₹ 100
Reconnection Charges/meter reading charges		₹ 1,000
Intrest on Deposit		₹ -
D&R Fees		₹ 590

NET PAYABLE AMOUNT

Rs EIGHTEEN LAKHS FIFTY SIX THOUSAND SIX HUNDRED THIRTY SIX ONLY.

₹ 1,856,636

For HESCOM Ltd.,

Assistant Executive Engineer (elc)
O&M City Sub Division-3 HESCOM, Belagavi



HUBLI ELECTRICITY SUPPLY COMPANY LIMITED

(Wholly owned Government of Karnataka Undertaking)

NO:AEE/CSD-3/BGM/AAO/A-1/2023-24/19

TO

The Principal JNMC,
Nehru Nagar, Belagavi
Belagavi.

DATE: 03.04.2023

Bill for the month of:

Mar-2023

Bill Date:

03.04.2023

Payable on or before:

15.04.2023

Disconnection Date:

30.04.2023

"REVISED BILL"

(As per General Manager (Tech), HESCOM, Hubli OM No. CYS-9638 DT 31.03.2023)

Installation Information

RR No:	HTS-106	Tariff Type:	HT-2 c ii	Voltage Class:	11KV	Contract Demand:	1125	Meter Const:	6000	85% of CD:	956.25
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Time zone (Hrs)	Recorded demand In (kva)	Energy (kwh) Final Reading	Energy (kwh) Initial Reading	Difference	Total Consumption	Actual Consumption as per 15 min block period	Actual Open access Units	units after deducting open access	wheeling Non captive energy in units	HESCOM units to be billed	PF
06 to 10	0.1280	474.82	465.80	9.02	54120	0	0	54120	48000	6120	0.979
10 to 18		1168.29	1146.94	21.35	128100	0	0	128100	117000	11100	
18 to 22		568.44	558.24	10.20	61200	0	0	61200	56000	5200	
22 to 06	768.00	884.85	867.38	17.47	104820	0	0	104820	61000	43820	
Total		3096.40	3038.36	58.04	348240	0	0	348240	282000	66240	
SUB Meter-1		66271.23	65487.06	784.17	47050					47050	
SUB Meter-1		0	0	0	0					0	
SUB Meter-2		0	0	0	0					0	
					47050					47050	
Net Consumption					301190	8	0	348240	282000	19190	

Demand Charges

Demand Charges		956 KVA @ Rs.	265	253340.00
Demand Penalty Charges		0 KVA @ Rs.	530	0.00
Total				₹ 253,340

Energy Charges for Tax purpose	Slab 1	Upto	100000 units	HT 2cii	100000 Units @ Rs.	8.20	820000
	Slab 2	Above	100000 units	HT 2cii	201190 Units @ Rs.	8.60	1730232
	Slab 1	Upto	200000 units	HT 2b	47050 Units @ Rs.	9.05	425804
	Slab 2	Above	200000 units	HT 2b	0 Units @ Rs.	9.15	0
	Total					348240	

Energy Charges for Billing purpose	Slab 1	Upto	100000units	HT 2cii	19190 Units @ Rs.	8.20	157356
	Slab 2	Above	100000 units	HT 2cii	0 Units @ Rs.	8.60	0
	Slab 1	Upto	200000 units	HT 2b	47050 Units @ Rs.	9.05	425804
	Slab 2	Above	200000 units	HT 2b	0 Units @ Rs.	9.15	0
	Total					66240	

TOD Billing

06.00 Hrs to 10.00 Hrs	6120 Units @ Rs.	0.00	0
10.00 Hrs to 18.00 Hrs	11100 Units @ Rs.	0.00	0
18.00 Hrs to 22.00 Hrs	5200 Units @ Rs.	1.00	5200
22.00 Hrs to 06.00 Hrs	43820 Units @ Rs.	-1.00	-43820
TOD Charges	66240		₹ -38,620

Total Energy Charges			₹ 544,541
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Fuel Adjustment Cost @OPs/Unit	66240 Units @ Rs.	0	0
Cross subsidy charges	0 Units @ Rs.	2.15	0
P.F.Surcharge(for power factor lesser than 0.90 lag)	66240 Units @ Rs.	0.03	0
additional surcharge @0.20ps	0 Units @ Rs.	0.20	0
Total Power Supply Charges			₹ 797,881

Electricity Tax on energy charges	₹ 2,976,037 @9%		₹ 267,843
Wheeling Energy tax(Captive)	Units @ Rs.	0.00	₹ -
Wheeling Energy tax(Non-Captive)	Additional Surcharge 282000 Units @ Rs.	0.35	₹ 98,700
Total Charges for the month			₹ 1,164,424

Audit Short Claim			₹ -
Interest on tax arrears			₹ -
Interest on revenue arrears			₹ -
Reconnection Charges/meter reading charges			₹ 1,000
Infrest on Deposit			₹ -
IOD			₹ -

NET PAYABLE AMOUNT	In Words	Rs. ELEVEN LAKHS SIXTY FIVE THOUSAND FOUR HUNDRED TWENTY FOUR ONLY.	₹ 1,164,424
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For HESCOM Ltd.,

Assistant Executive Engineer (elc)
O&M City Sub division 3, HESCOM, Belagavi