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GLOBAL CO-OPERATIVE SOCIETY LTD. YELAHANKA BANGALORE - 560064

Please write or type below this line

POWER PURCHASE AGREEMENT (PPA) FOR A ROOFTOP SOLAR POWER PLANT

Between

SIVANANDA SARMA MEMORIAL RV COLLEGE (SSMRV) and

NEXIO ENERGY PVT LTD (NEPL)

Statutory Alert:
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POWER PURCHASE AGREEMENT (PPA) FOR A ROOFTOP SOLAR POWER PLANT

This Power Purchase Agreement ("PPA") is executed on05th January 2024at Bangalore

BETWEEN
Sivananda Sarma Memorial RV College (SSMRV) located at #17, 26th Main, 36th Cross, 4th T Block, Jayanagar, Bengaluru 560041, India (hereinafter referred to as "**PowerPurchaser**")

AND
M/s Nexio Energy Pvt. Ltd., (CIN No.U40300MH2021PTC354204), a company incorporated under the Companies Act, 2013 having its registered office atLake Homes, Powai, Mumbai 400076. (hereinafter referred to as "**PowerProducer**" which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assigns). The Purchaser and Power Producer are each individually referred to as a "Party" and collectively as the "Parties".

WHEREAS:

The Parties have entered intothis PPAfor development, construction and operation of a 110 kWp rooftop solar PV plant on the Power Purchaser's Premises.

The Power Producer has agreed to install and operate a solar photovoltaic power plantof 110 kWpnominal capacity at the Premisesafter due inspection of the Premises as defined hereinafter and supply the entire Solar Power of the Project to Purchaser on the terms and conditions contained in this Agreement.

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

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

1. Definitions and Interpretation

1.1 Definitions

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

"Actual Monthly Production" means the amount of energy recorded by the Main Metering System (defined below) during each calendar month of the Term, pursuant to Section 5.2.

"Affiliate" means any entity that controls, is controlled by or is under common control with such means of a Party means any entity that controls, is controlled by or is under common control with such Party, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, through ownership of more than fifty percent (50%) of the outstanding voting securities or other ownership interests, by contract or otherwise

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"Agreement" means this Power Purchase Agreement executed hereof, including the schedules, amendments, modifications,novation and /or supplements made in writing by the Parties from time to time during the Term.

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

"Assignment" has the meaning set forth in Section 14.1:

"Business Day" means any day other than 'Sunday or other days on which banks are required or authorized by Applicable Law to be closed for business':

"Commercial Operation Date" has meaning set forth in Section 4.2.

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

"Consumption" shall be defined as the total value of Solar Power utilised by the Purchaser basis the power generated through the Main Metering System

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

"Delivery Point"means the point or points within the Facility where the Purchaser will take the delivery of the energy provided by the Power Purchaser from the Project, as detailed and listed out in _____of this PPA, in line with applicable regulations/ rules where Solar Power is delivered by the Power Producer from the System to the Purchaser."

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

"Distribution Utility" means the local electric distribution owner and operator providing electric distribution and interconnection services to Purchaser at the Premises.

"Due Date" has the meaning set forth in Section 7.4.

"Effective Date" has the meaning set forth in Section 2.

"Estimated Remaining Payments" means as of any date, the estimated remaining Solar Power Payments to be made through the end of the applicable Term, as reasonably determined by the Power Producer in accordance with Section 7.1.

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

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

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

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

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

"Insolvency Event" means with respect to a Party, that eitherSuch party has (A) applied for or consented to the appointment of or the taking of possession by a receiver, custodian, trustee, administrator, liquidator on the likes of itself or of all or a substantial part of its assets or business; (B) been unable to payits debts as such-debts become due; (C) made a generalassignment for the benefit of its creditors, (D) commenced a voluntary proceeding under any insolvency or bankruptcy law;filed a petition seeking to take advantage of any other law relating to the bankruptcy, insolvency, reorganization, winding up or composition or readjustment of debts; or (F) taken any corporate or other action for the purpose of effecting any of the foregoing; orIt is clarified that a dissolution or liquidation will not be an Insolvency Event if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization, and the resulting company retains credit worthiness similar to the dissolved or liquidated entity and expressly assumes all obligations of the dissolved and liquidated entity under this Agreement and is in a position to the perform them.

"Installation Work" means the construction and installation of the System and the Start-up, testing and acceptance.

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

Joint Meter Reading shall have the same meaning and context ascribed in Section 5.2 b of this Agreement.

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

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

"Metering Date" means the first Business Day of each calendar monthsubsequent to the month in which the Solar Power is generated by the Power Producer. The billable units shall be equal to the difference between the meter reading on the Metering Date and the meter reading on the previous month's Metering Date.

"Net metering" means a bi-directional energy meter which is capable of recording both the import and export of electricity for the Solar Power utilised by the Power Purchaser pursuant to the Net Metering Connection Agreement to be subsequently entered into by DISCOM andPurchaser for executing a net metering arrangement under which a renewable energy (Solar) generating system with net meter installed atPremises, delivers surplus electricity, if any, to DISCOM after setting off the quantum of electricity supplied by the DISCOM during the applicable period and the tariff for this surplus electricity will be paid by the Power Purchaser to DISCOM.

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



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

"Person means an individual, partnership, corporation, Limited Liability Company, business trust, Joint Stock Company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

"Power Producer Indemnified" has the meaning set forth in Section 15.2.

"Premises/" means the premises described in Schedule 1 to this Agreement. For the avoidance of doubt, the Premises include, the entirely of any and underlying real property located at the address described in Schedule 1 to this Agreement or such other location which the Parties agree for Change mutually during the Term of the Agreement where the System to be established, operated and maintained by the Power Producer.

"Purchase Price" means the fee payable by Power Purchaser to thePower Producer as outlined under the Schedule III of this Agreement.

"Purchaser Indemnified Parties" has the meaning set forth in Section 15.1

"Remote Meter Reading" means reading obtained remotely using the data monitoring system installed for the Project for tracking the performance of the Project.

"Representative" has the meaning forth in Section 14.1.

"Scheduled Commercial Operation Date" or "SCOD" shall mean the System to be made commercially operational by the Power Producer on or before 4 (four) months from the Effective Date subject to extendable timelines pursuant to the terms of this Agreement.

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

ll. "Solar Power Payment" has the meaning set forth in Section 7.1.

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

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

oo. "Tariff" means the price per kWh set forth in Schedule II hereto.

pp. "Term" has the meaning set forth in Section 3.1.

1.2 Interpretation

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

b. In the Agreement, unless the context otherwise requires (i) words imparting singular connotation shall include plural and vice versa: (ii) the words "include", "includes", and "including" mean include, includes and including "without limitation" and (iii) the words "hereof", "hereto", "herein" and

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"hereunder" and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement.

c. In the event of any difference in the clauses between any agreement / discussions or correspondence before and this Agreement, the terms as agreed in this Agreement shall prevail.

1.3. Exclusivity

The Purchaser agrees to procure Solar Power exclusively from the Power Producer to the extent of 100% of the Power generated from the Project. Only in the event of power supply requirements in excess of the availability from the Project only then the Purchaser shall procure from the Distribution Utility or any other source.

P2 Effective Date

a. This Agreement shall be effective upon the fulfilment of the following ("Effective Date"):

i. NOC from Landlord for installation of the System (if applicable)
ii. Receipt of unfettered Access Rights to develop, construct and operate the System.
iii. Purchaser provides all design and integrity reports of roof where System is to be installed along with evacuation connection point load, design and related information to the Power Producer for designing and engineering of the System.
iv. Receipt of written confirmation of the Shop Drawings from the Purchaser along with the stability reports of each structure to the satisfaction of the Power Producer.
v. Receipt of feasibility confirmation from state DISCOM for Net-Metering.

3. Terms and Termination

The term of the Agreement shall commence on the Effective Date and shall bevalid for a Term of fifteen (15) years extendible further by such term asmutually agreed upon in writing.Power Purchaser can exit the agreement by giving a three (3) months' notice and by paying the prevailing buyback price, as specified in Schedule III of this agreement, on the date of notice.

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

4.1 Approvals and Permits

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

The drawings will have to be approved from the Power Purchaser within 7 (seven) working days from the submission of the drawings. If the Power Purchaser has any objection/'recommendation in the Shop Drawings, he shall communicate the same to Power Producer within a period of seven (7) working days of the date of submission of the Shop Drawings. If the Purchaser has any objection/'recommendation in the Shop Drawings, he shall communicate the same to Power Producer within a period of seven (7) working days of the date of submission of the Shop Drawings. Any delay will delay the commencement of Effective Date and thereby extend the Scheduled Commercial Operation Date.

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The Power Purchaser shall ensure that all arrangements and infrastructure for receiving Solar Power beyond the Delivery Point are ready on or prior to the Commercial Operation Date and is maintained in such state in accordance with Applicable Law throughout the Term.

4.2 System Acceptance Testing

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

b. If the results of such testing indicate that the System is capable of generating electric energy (at full rated kWp) for 4 continuous hours using such instruments and meters as have been installed for such purposes, then the Power Producer shall send' a Written notice to Power Purchaser to that effect, and the date of successful conducting such tests and injection of. Power at Delivery Point shall be the "**Commercial Operation Date**".

5. System Operations

5.1 The Power Producer as Owner and Operator

a. The System will be legally and beneficially owned by the Power Producer and will be operated and maintained and, as necessary, repaired by the Power Producer at its sole cost and expense. Replacement of spare parts if any shall be responsibility of Power Producer for the complete period of Agreement. If any repair or maintenance costs incurred by the Power Producer as a result of Purchaser's breach of its obligations under this Agreement, the same shall be reimbursed in full by Purchaser. The Power Producer shall be solely responsible for regular and periodic maintenance, upkeep and smooth functioning of the System and System Operations.

b. Power Producer shall not be responsible for any work done by others on any part of the System/Project authorized by the Power Purchaser and not authorized in advance by the Power Producerin writing. Power Producer shall not be responsible for any loss, damage, cost or expense directly arising out of or resulting from improper operation or 'maintenance of the System by Power Purchaser or anyone instructed to do such work by Power Purchaser. In the event of a problem with the System, as a direct result of the Power Purchaser actions for which Power Producer is not responsible as provided in this Agreement,Power Purchaser may choose and pay Power Producer for diagnosing and correcting the problem at Power Producer or Power Producer's contractors' standard rates.

5.2 Metering

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

b. The Parties shall obtain physical meter reading on date of Commercial Operation and thereafter the Metering shall be primarily done through Remote meter Reading. The time stamp of the meter reading shall be notified along with the Invoice. Only in the event of any technical issues in Remote Meter Reading Joint Meter Reading. In case of Joint Meter Reading, the meter will be read by Power Producer's personnel on the Metering date. The authorized representative of the Purchaser shall be present at the time of meter reading. Both the Parties shall sign a joint meter reading report. However, in case the representative is not present on the date of Joint Meter Reading then the Power Producer representative shall take the JMR and picture of the Meter Reading with time stamp and enclose it along with the Invoice and such invoice shall be considered as duly valid Joint Meter Reading Report.

c. The Main Metering System at the Delivery Point and any additional meters required by Applicable Law shall be tested, maintained and owned by the Power Producer.

d. The Power Producer shall connect the Solar output to the existing system of the Power Purchaser as per the requirements and guidelines of the state electricity distribution companies (hereinafter referred to as DISCOMS).

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

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

g. Power Producer shall be responsible for transformer/MCB's/ etc. required in the system installation&In case if DISCOM want replacement of CT and PT etc of a higher accuracy class in the purchaser system for net metering The required changes suggested by the Karnataka Distribution Company (DISCOM) in the purchaser system shall be affected by the Power Producer at their cost.

5.3 System Disruptions

a. Availability of Premises: Power Purchaser will provide restricted access,inpresence of personnel designated by the Power Purchaser ifdesired,to Power Producer for installation, emergency repairs and regular maintenance of the System during the period of Agreement. Purchaser will also provide restricted access of the Premises to Power Producer for periodic operation and maintenance of System on a 2-days written notice. The Power Producer shall comply with safety and security aspects of the Purchaser Premises.

b. Power Purchaser will not erect or construct any structure within its Premises or around its Premises which shades the solar panels affecting the generation of the energy during the Agreement period otherthan what is agreed at the time of site evaluation or under the terms of this Agreement .

c. The Power Producer shall be paid with Deemed Generation Charges in following circumstances leading to loss of generation:

i. Unavailability of solar radiation/sunlight due to the shadow caused in the provided roof/Premises.

ii. If the Plant has to be shut down due to health and safety hazard by the Power Purchaser.

iii. In the event Power Producer is generating power more than the available load, and the Power Purchaser is not able to export or record the excess units generated due to faults in the equipment's of the Power Purchaser e.g., fault in meter Cables, Equipment's etc., which may stop the feeding / record of the Solar Power generated or non-availability of Metering Connection of the Power Purchaser when the plant is ready to deliver power etc.,

iv. If the System or one or more of the System's panels need to be temporarily moved or its generation suspended, for any reason attributable to the Power Purchaser, the Power Purchaser shall be responsible for pre-agreed costs on actuals only, arising from moving, disassembling and re-installing/ commissioning the panel(s) or the system, as agreed between the Parties. The Power Producer shall be responsible for providing detailed documentary proof of the actual pre-agreed costs borne for such relocation/disassembling. Within seven (7) days of these satisfactory documents being provided by the Power Producer, the Purchaser shall pay such pre-agreed expenses in full, and delayed payment beyond the date mentioned above will attract late payment

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charges which shall be payable by Purchaser to the Power Producer at the rate of 1.5% per month calculated on the amount of outstanding payment, calculated on a day to day basis for each day of the delay, compounded on monthly rates. The Power Producer shall commence the shifting of the facility only upon receipt of the payment. During any interruption in generation during such relocation, the Purchaser will continue to be billed as a per Deemed Generation, during the period of interruption, for the System or the affected panel(s), as the case may be.

v. In the event the Purchaser does not allow the Power Producer to conduct necessary repairs, or the repairs by the Purchaser are not adequate or adequate & sufficient water is not providing by the Power Producer.

vi. In the event the System is otherwise unable to generate Solar Power to the extent of its rated capacity for reasons not attributable to a Power Producer Default or due to a Force Majeure Event.

vii. System to be shut down due to policies and procedures of Purchaser/DISCOM.

viii. Such other norms specified in other sections of this Agreement.

6. Delivery of Solar Power

6.1 Purchaser Requirement:

a. Purchaser agrees to purchase one hundred percent (100%) of the Solar Power generated(power plant size up to110 kWp) as recorded in the power meter by the System and made available by the Power Producer to Purchaser at the Delivery Point during each relevant month of the Term. Power Purchaser shall not be liable to purchase any additional capacity above the values mentioned hereinabove, unless the same is agreed and acknowledged mutually in writing.

6.2 Estimated Annual Production

a. The annual estimate of Solar Power with respect to the System for any given year as determined pursuant to this Section shall be the "Estimated Annual Production"by 110 kWp system as mentioned above in Section 6.1 (a). The Estimated Annual Production for each year of the Initial Term is set forth in Schedule III hereof.

6.3 Suspension of Delivery

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

7 Tariff and Payments

7.1 Consideration: Purchaser shall pay to the Power Producer a monthly payment (the "Solar Power Payment") for the Solar Power generated by the System as per the Metering clause 5.2 (b) above during each calendar month of the Term equal to the actual Monthly Production as recorded in Joint Meter Reading Report for the System for the relevant month together with the Deemed Generation (if any) assessed for the invoice period multiplied by the Tariff irrespective of (i) whether any or all units of Solar Power has been drawn, consumed or utilized by Purchaser and / or (ii) whether any Solar Power has been injected, whether inadvertently or otherwise, into the grid of the Distribution Utility. The Power Producer will bill the Purchaser for each kWhor kVAh ("unit"), as applicable, meteredas above at the Delivery Point, at the Tariff prevailing at that point of time. As detailed in **Schedule - II**, the Tariff excluding the taxes will be equal to Rs. 5.78/unit during the first year with an annual increment of

1% thereafter, as shown in Schedule II. The 'year' Considered shall be the 12 months from the date of commencement of Commercial Operation.

7.2 Invoice

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

7.3 The invoice to the purchaser shall include:

a. The Solar Power calculations for the relevant billing period as per meter readingof the Main Metering System.
b. Deemed Generation, as applicable from time to time.
c. Supporting data, documents and calculations in accordance with this Agreement.
d. Supplementary invoices if any corresponding to the reimbursements, late payment surcharge, other expenses in line with this Agreement.

7.4 Time of payment

Purchaser shall pay all amounts due hereunder within --15(fifteen) calendar days after the date of the receipt for all undisputed amounts in the invoice via email or post ("Due Date").

7.5 Method of Payment

Purchaser shall make all payments under the Agreement by cheque / demand draft/ electronic funds transfer only in immediately available funds to the' account designated by the Power Producer from time to time. All payments made hereunder shall be non-refundable if mandated by applicable laws, subject to the applicable tax deduction at source, and be made free and clear of any other tax, levy, assessment,duties or other charges and not subject toreduction. Further, if any taxes and duties are leviable from time to time, such taxes and duties shall be paid by the Purchaser over and above the solar electricity tariff mentioned in Schedule II this agreement. Such taxes and duties could include, but not restricted to Electricity Duty, safeguard duty, Tax on Sale of Electricity (TOSE). If the Purchaser deducts any tax at source, the Purchaser will issue a tax credit certificates as per law. This clause shall be subject to all laws, rules and guidelines for the time being in force.

7.6 Late Payment:

All the invoice raised shall be paid on Due date by the Purchaser. In case payment of any invoice is delayed without any valid reason, not conveyed by the Purchaser in written, a late payment surcharge shall be payable by purchaser to the power producer at the rate of 1.8% per month calculated on the amount of outstanding payment, calculated on a day-to-day basis for each day of the delay, compounded on monthly rates.

7.7 Disputed Payments

In the event that the Purchaser disputes an invoice, Purchaser shall give notice of such a dispute within 7 days of receiving the invoice setting out details of the disputed amount. The Power Purchaser shall pay by the Due Date 100% of any undisputed amount .and 80% of the disputed amount in case the invoice is disputed, .the Purchaser shall pay-once the disputes in the amount have been resolved and revised invoice is received.. Parties shall discuss and try to resolve the disputed amount within 30 (thirty) days of receipt of such notice of dispute. If the dispute has not been resolved by the date of the next invoice the dispute shall be referred to a committee of one member from each of Purchaser and

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Power Producer.If the committee is unable to resolve the dispute within 30 (thirty) days then the same shall be referred to Arbitration as provided in this Agreement.

7.8 Change in Law:

For the Purpose of this section 7.8, the term "Change in Law" shall mean the occurrence of any of the following events after the Agreement date, resulting into any additional recurring / non-recurring expenditure by the Power Producer or any income to the Power Producer. The enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law: orA change in the interpretation of any Law by any Governmental Authority having the legal power to interpret or apply such Law, or any competent court; orThe imposition of a requirement, for obtaining any Government Approvals which was not required earlier; ora change in the terms and conditions prescribed for obtaining any Government Approvals or the inclusion of any new terms or conditions for Obtaining such Government Approvals; or (vi) any charges by the Distribution Utility or any other government / regulatory body imposed for sale of such power orany introduction of any tax made applicable for supply of power by the Power Producer as per the terms of this Agreement.

7.9 Application and Principles for computing impact of Change in Law:

While determining the consequence of Change in Law under this Article 7.8, the Parties shall have due regard to the Principle that the purpose of compensating the Party affected by such change in Law, is to restore through monthly bill payment, to the extent contemplated in this Article 7.8, the affected Party to the same economic position as if such Change in Law has not occurred and such impact shall be mutually decided in writing.

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

The date of adoption, promulgation, amendment, re-enactment or repeal of the Law or Change in Law; orThe date of order/ judgment of the competent court; of tribunal or Governmental Authority, if the Change in law is on account of a change in interpretation of Law.

8. General Covenants

8.1 Power Producer's Covenants

The Power Producer covenants and agrees to the following:

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

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

c. The System shall meet minimum guaranteed generation with Performance Ratio (PR) at the time of commissioning and related Capacity Utilization Factor (CUF) as per the daily normalized irradiance levels of the location during the O&M period subject to excused performance if any due to grid outage, disruptions directly attributable toPower Purchaser or and Force Majeure events impacting the Power Producer. PR shall be minimum of 75% at the time of inspection for initial Project acceptance.

d. Governmental Approvals: While providing the Installation work, solar Power and System Operations, the Power Producer shall obtain and maintain all Governmental Approval required to be obtained and maintained and secured by the Power Producer and to enable the Power Producer to perform such obligations. The Power Purchaser shall however support the process of obtaining the Net Metering approval since the power bills are in the name of the Power Purchaser and Power Purchaser is required to extend required support or assistance together with the landlord or the person or entity or company who has the electricity connection in place while securing such approval by the Power Purchaser.In the event due to issues arising out of Facility Owner/Landlord or consumer and Net-Metering is denied, then the Power Purchaser shall accept this Agreement on behind the meter basis.

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

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

8.2 Power Producer's Representatives

During the subsistence of this Agreement, the Power Producer undertakes to respond to all questions, concerns and complaints of the Purchaser regarding the System in a prompt and efficient manner.

The Power Producer designates the following individuals as its representative and primary point of contact throughout the term unless otherwise notified in writing.

Name: Arun V Jalan

Mobile: +91 9739818115

Email: arun@nexioenergy.com

8.3 Power Purchaser's Covenants

Power Purchaser covenants and agrees to the following:

a. Notice of Damage or Emergency: Power Purchaser shall (a) promptly notify the Power Producer if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System; (b) immediately notify the- Power Producer once it

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becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises.

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

c. Consents and Approvals: Power Purchaser shall ensure that any authorizations required of Power Purchaser under this Agreement, including those required for installation of System at the Premises and to drawl consume Solar Power are provided in a timely manner. The Purchaser shall cooperate with the Power Producer to obtain such approvals, permits, rebates or other 'financial incentives.Further, the Purchaser shall apply for the interconnection solar system with the network of the distribution licensee as per the technical standards for connectivity of distributed generation resources regulation's as may be notified by the competent authority. Also, the drawings provided by CEIG and load pattern to be provided by Purchaser for assessment of high voltages (if any) and power distribution systems, water facilities and usage where required, power during the construction of the Project.

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

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

f. the Power Producer shall have access to the Premises and System for 45 days beyond the Term of this Agreement, andPurchaser will not unreasonably interferer or handle any of the Power Producer's equipment or the System without written authorization from the Power Producer. The incremental period beyond of the Term is for the removal of the System from the Premises. Furthermore, the Purchaser shall procure that the Purchaser's landlord acknowledges, in writing, the license granted and the exclusive rights of the Power Producer (and the Financing Parties) to the System and confirms that it has no claims in relation to the System. For any damage to the System during this period attributable to the Power Producer, the Power producer shall be solely liable.

g. Sunlight Easements: Purchaser will take all reasonable actions as necessary to prevent other building, structures or flora from overshadowing or otherwise blocking access of 'sunlight to the System, including but not limited to-such actions as may be reasonably necessary to obtain a solar access easement for such purpose throughout the tenor of the agreement.

h. Evacuation — Purchaser shall off take 100% of the Solar Power generated from the Delivery Point, and pay all Invoices raised by the Power Producer under this Agreement by the Due Date and pay interest on delayed payments, if any, as per this Agreement. Inability to evacuate 100% of the Solar Power generated from the Project shall be subjected to the provisions of Deemed Generation stated herein above.

i. Water - Purchaser at zero cost shall arrange raw water at a given point as per the requirements of the Power Producer, for periodic cleaning of the solar panels (20 liter per kWp twice a month). If Purchaser fails to provide sufficient water to the Power Producer at the System location and lesser generation caused due to such breach or default of Power Purchaser, Power Producer shall be entitled to claim any generation of loss caused due to non-cleaning due to inadequate or no supply water by the Purchaser as Deemed Generation. Also, at the insistence of the Power Purchaser, if the Power Producer procures water for module cleaning, the Power Purchaser shall be required to reimburse such water bills at actuals upon submission of a Supplementary Invoice by the Power Producer for the same.

j. Financing – The Power Purchaser has been advised that part of the security for the financial arrangements for the System may be the granting of a first priority perfected Security Interest over the System to a Financing Party, and accordingly undertakes to (i) execute all such documents / instruments as may be required by the Power Producer to arrange or secure financing from the Finance Parties, acknowledging the Finance Parties' Security Interest over the System and, amongst others, acknowledging their rights of step-in / substitution in accordance with the terms of the relevant financing and security documents, and (ii) extend all co-operation necessary to the extent required to enable the Power Producer to assign its rights and liabilities to a Financing Party.

k. Payment Security – Payment security has been waived off at the outset of the project. However, if payment delays occur for 2 consecutive months anytime during the contractterm then Power Purchaser shall pledge an FD in a designated escrow account, for an amount of INR 6 lakh (approx. equal to 6-month worth of estimated receivables). The FD will need to be maintained / renewed as appropriate throughoutthe contract tenure thereafter.

l. Temporary storage space during installation: Purchaser shall provide sufficient space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary Construction, trailers and facilities reasonably necessary during the Installation Work, System Operations, construction power and access for rigging and materialhandling.

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m. Auxiliary Power — The Purchaser shall provide sufficient auxiliary power to the Power Producer for the maintenance and operation of its system.

9 Representations & Warranties

9.1 Representations and Warranties Relating to Agreement Validity In addition to any other representations and warranties contained in the Agreement, each Party represent and warrants to the other that:

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

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

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

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

e. There is not litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its businesses or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; andIts execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provisionof, or a default under (i) any contract or agreement to which it or any ofits Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

10 Taxes and Governmental Fees

10.1 Purchaser obligations

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

10.2 Power Producer Obligations

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

11 Force Majeure

11.1 Definition

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

11.2Excused Performance:

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

12 Default:

12.1. Power Producer Defaults and Power Purchaser Remedies

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

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

ii. Failure to achieve Commissioning of the System even after 5 (five) months from the agreed Commercial Operation Date subject to Force Majeure events or restrictions imposed by the Purchaser or Landlord;

iii. Assured generation is 1,32,000 units for the first full year after COD (for 110 kWp). This figure is for 100% BESCOM availability and willbe prorated based on the actual BESCOM availability. 1% annual degradation will apply thereafter. Year wise assured generation will be as shown in Schedule III. Assessment will be done annually. If solar generation is found to be more than 10% below the applicable assured generation for the given year, for 3 consecutive years, then it will be considered a Power Producer default and remedies described in the following section will apply.

iv. The Power Producer breaches any material term of the Agreement and (A) if such breach can be cured within ninety (90) days after Purchaser's written notice of such breach and the-Power Producer fails to cure the same; or (B) the Power Producer fails

to commence and pursue a cure within such ninety (90) days period if a longer cure period is needed.

(b) Purchaser's Remedies:

i. If a Power Producer Default described in Section 12.1 (a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 13, Purchaser shall have a right to deliver a notice of its intention to terminate this Agreement ("**Purchaser Preliminary Default Notice**"), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

ii. Upon the occurrence and continuation of Power Producer Default and the failure by the Power Producer to cure such default within the applicable cure period specified in this Section, the Finance Parties shall have the right to seek substitution of the Power Producer by a Selectee for the residual period of this Agreement for the purpose of performing the obligations of the Power Producer.

iii. Following the issue of Purchaser Preliminary Default Notice, it shall be the responsibility of the Parties to discuss as to what shall be taken with a view to mitigate the consequences of the relevant Power Producer's Default having regard to all the circumstances: If the Power Producer Default is not cured within the timeline mentioned in Clause 12.1(a) of this Agreement or any other such period mutually agreed upon by the Parties, the Purchaser shall have the right to terminate this Agreement by issuing a Purchaser Termination Notice.

12.2 Purchaser Defaults and Power Producer's Remedies

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

(i) An Insolvency Event shall have occurred with respect to Purchaser and such insolvency resulted Purchaser's inabilityto make payment of bills/invoices continuously for period of 3 months;

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

(iii) Purchaser fails to pay the Power Producer any undisputed amount or, if the amount is disputed, an amount based on average consumption of last three consecutive invoices (including the Supplementary invoices or of the available undisputed invoices, as the case may be) to the Power Producer within sixty (60) days from the receipt of notice from the Power Producer of such past due amount.

(b) **Power Producer's Remedies:**

If a Default described in Section 12.2 (a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 13, the Power Producer shall be entitled to terminate this Agreement by serving a fifteen (15) days' notice and upon such termination, the Purchaser is obligated to pay and the Power Producer shall be entitled to receive from Purchaser any unpaid dues that have accrued under this Agreement along with a Default Fee equivalent to PPA price multiplied by Energy Lost for the balance PPA price from the date of occurrence of Default. Upon the payment of the Purchase Price, such unpaid dues along, (a) the Power Producer shall cause the title of the System to transfer to the Purchaser and

(b) the Power Producer may exercise any other remedy it may have at law or equity or under the Agreement.

12.3 Performance Issues

Notwithstanding the above, if there are any performance issues with the reasons listed in the writing for the non-performance of the System, the Power Purchaser shall notify the same and the Power Producer shall rectify/remedy the System performance issue within a reasonable time.

13. Limitation of Liability

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

13.2 Subject to the provisions of the Agreement, the Power Producer shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the Power Producer, or contractors engaged by the Power Producer in connection with generation of power from System and shall not be deemed to be employees, representatives, contractors of the Purchaser.

13.3 Each Party to have the insurance for their personnel and property at their own cost and expenses and shall not be claimed from other Party. Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the Purchaser can claim compensation under any insurance policy, shall not be charged to or payable by the Power Producer.

14 Assignment & Novation

14.1 Assignment: Notwithstanding anything contained herein, the Power Producer has the right to assign all or any of its rights under this Agreement (including rights over any assets hereunder), to any third party including, though not restricted to any lender, equipment lessor or other party("Assignment"), with the consent intimation of to the Power Purchaser. The Power Purchaser shall not unreasonably withhold such consent. In the event of such assignment, the Purchaser will be able to hold the Power Producer as well as the party to whom the benefits under this contract are assigned, to be jointly and severally assignee duly responsible for performing the obligations under this contractsubsequent to such assignment. Further, in the event of assignment, the Purchaser agrees to make the payments due to thePower Producer under this agreement, directly to the assignee, upon receipt of such notice by the Power Producer. If the Power Producer were to sell the Solar Power Plant, then the new buyer(s) would need to abide by this Agreement. Further, the Power Producer reserves the right to assign whole or part of the assets to lenders/ leasing companies. Purchaser may assign its rights under this Agreement, without subsequent tothe prior the consent of Power Producer, to an Affiliate or any successor in interest to Purchaser, whether by way of merger, reorganization or sale of assets (including any sale of a line of business). This Agreement shall insure to the benefit of and be binding upon Purchaser and its successors or assigns. The Power Producer shall not withhold the consent provided the assignee designated by the PowerPurchaser is of equivalent or higher rating than it and after concurrence from its lenders as procedurally required.

14.2 **Novation:** The Parties agree and acknowledge that the Power Producer may intend to novate this Agreement to a third party and has the right to transfer any or all of its rights and obligations under this Agreement to a party or any other third party ("New Party"), only with the consent intimation of to the Power Purchaser. The Power Purchaser shall not unreasonably withhold such consent duly acknowledging such Novation. Upon Novation, the New Party shall automatically and without any further action be entitled to all the same rights and assume the same obligations, under this Agreement, as if it were originally a party to this Agreement. Further, the Purchaser hereby agrees and undertakes that, promptly upon receiving a request from the Power Producer, the Purchaser shall execute such further writings, deeds and/or agreements and take all such further actions as may be necessary for effecting or implementing the transfer of any or all of the Power Producer's rights and/or obligations under this Agreement to the New Party. If the parties agree to do Novation then separate Novation agreement shall be executed.

The Power Purchaser may, with the prior written consent of the Power Producer and the Financing Parties (which consent shall not be unreasonably withheld), assign its rights under this Agreement to any other third party. Such Assignment shall however be to a party which has equal or higher credit rating and / or worthiness of the Purchaser as on the date of this Agreement and such novation shall not in anyway adversely impact the generation of the plant.

14.3 **Notices**

All notices provided under this Agreement shall be in writing and signed by or on behalf of the Party giving it and should be addressed for the attention of the relevant Party.

Any such notice should be first sent by email and shall be deemed to have been received if no report of non-delivery is received by the sender, the date of such email shall be considered to be the date of receipt of such notice, provided however, if the notice is not received on a business day or during working hours then it shall be deemed to have been received on the next business day.

Critically important notices sent via email must be followed by written notice via (i) personal delivery, or (ii) registered airmail, pre-paid recorded delivery or registered post.In case of any change of address/other details of any Party, such Party shall immediately notify the other Party/Parties.

The addresses and email of the Parties for the purpose of any written notice are as follows, unless any other communication details are notified in writing from the relevant Party to the other Party/Parties:

Power Producer's address and contact details:

Nexio energy Pvt. Ltd., Lake Homes, Powai, Mumbai 400076, Contact No - 9739818115, Arun Jalan, Email Id:arun@nexioenergy.com / Sameer Gaikwad, Contact No. 9820254701, Email ID: sameer@nexioenergy.com

Purchasers address and contact details:
SSMRV#17, 26th Main, 36th Cross, 4th T Block, Jayanagar, Bengaluru — 560041
With a copy to Global General Counsel / Principal / Registrar
Email:registrar@rvei.edu.in / principal.SSMRV@rvei.edu.in

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

15. Confidentiality

15.1 Confidentiality obligation

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

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

15.2 Permitted Disclosures

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

Becomes publicity available other than through the receiving Party;

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

RequirementIs independently developed by the receiving Party; orBecomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

16 Indemnity

16.1 Power Producer's Indemnity

Subject to Section 13, the Power Producer agrees that it shall indemnify and hold harmless Purchaser and its members, officers, employees, students, casual laborers, persons permitted' to run any business or service, and to any lawful visitors (collectively, the "Purchaser Indemnified Parties") from and against any and all Losses incurred by the Purchaser Indemnified Parties to the extent arising from or out of the following any claim for or arising out of any injury to Or death of any Person or Loss or damage to Property of any Person to the extent arising out of the Power Producer's negligence or wilful misconduct. The Power Producer shall not, however, be required to reimburse or indemnify any Purchaser Indemnified Party for any Loss to the extent such Loss is due to the negligence or wilful misconduct of any Purchaser indemnified Party.

16.2 Purchaser's Indemnity

Subject to Section 13, Purchaser agrees that it shall indemnity, defend and hold harmless the Power Producer, its permitted successors and assigns and their respective directors, officers, employees, contractors, sub-contractors, and agents (collectively, the "Power Producer indemnified Parties") from and against any and all Losses incurred by the Power Producer Indemnified Parties to the extent arising from or out of any claim for or arising out of any injury to or death or any Person or loss or damageto property of any Person to the extent arising out of Purchaser's negligence or wilful misconduct. Purchaser shall not, however, be required to reimburse or indemnify any Producer Indemnified Party for any Loss to the extent such Loss is due to the negligence or wilful misconduct of any Power Producer Indemnified Party. Purchaser shall obtain requisite insurance for stock/ inventory/ asset/ SSMRV's employees/ Power panelwhich has been provided for set-up of System.

17. Miscellaneous

17.1 Amendments

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

17.2 Goodwill and Publicity

Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. Only in case of any sensitivity, the Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases and other public statements by the other Party that refer to, or that describe any aspect of, this Agreement; provided that no such publicity releases or other public statements (except for fillings or other statements or releases as may be required by applicable law) shall be made by either Party without the prior written communication of the other Party. Without limiting the generality of the foregoing and whether or not the consent of the other Party is required or obtained, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement.

17.3 Industry Standards

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

17.4 Cumulative Remedies

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

17.5 No Waiver

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

17.6 Survival

The obligations under Sections 8.3 (Purchaser Covenants), Section 9 (Representation and Warranties),Section 10 (Taxes and Governmental Fees), Section 12 (Default and Remedies), Section13 (Limitation of Liability), Section 14.3 (Notices) Section 15 (Confidentiality), Section 16 (Indemnity), Section 17.7 (Governing Law and Jurisdiction) or pursuant to other provisions of this Agreement that, by their nature and context, are intended to survive. Termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

17.7 Governing Law & Jurisdiction

a. This Agreement shall be governed by and construed in accordance with the laws of India. The Parties agree that the courts in Mumbai shall havejurisdiction over any action or proceeding arising under the Agreement.

b. In the event of any dispute, difference of opinion or dispute or claim arising out of or relating to this Agreement or breach, termination or the invalidity thereof (hereinafter referred to as the "Dispute"), shall firstly be attempted to be resolved by conciliation. Any Dispute that cannot be settled through conciliation procedure shall be referred to arbitration in accordance with the procedure given below. The Parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made. Cost of conciliation shall be equally shared by both the parties.

c. Arbitration Procedure:
Settlement of Dispute:If any dispute of any kind whatsoever arises between Purchaser and Power Producer in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consent.

d. If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to arbitration as hereafter provided regarding matter under dispute. No arbitration proceedings will commence unless such notice is given.

e. In All Other Cases

In all other cases, any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.

The Purchaser and the Power Producer shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within Thirty (30) days after the later of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for third arbitrator which shall be the President, Institution of Engineers.

If one party fails to appoint its arbitrator within thirty (30) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.

If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in (Governing Law) and a substitute shall be appointed in the same manner as the original arbitrator.

Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be Mumbai.

The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.The arbitrator(s) shall give reasoned award.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless they otherwise agree.Cost of arbitration shall be equally shared between the Power Producer and Purchaser.

17.8 Severability

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

17.9 Successors and Assigns

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

17.10 Counterparts

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

17.11 Independent Service Provider

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

17.12 Exclusive Agreement

This Agreement is on exclusive basis. The Purchaser shall not engage any other service provider's or may entrust services similar to those provided by the Power Producer under this Agreement to any other person/s.

17.13 Entire Agreement

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

17.14 Insurance

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

17.15 Accounts reconciliation shall be conducted annually between the Power Producer and Purchaser.

17.16 Entire Agreement

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

-: Signature page follows :-

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

FOR & ON BEHALF OF	FOR & ON BEHALF OF
SPV of Solar Developer	Sivananda Sarma Memorial RV College,
POWER PRODUCER	POWER PURCHASER

Signature: Signature:

Name: ArunV. Jalan Name: AVS MURTHY

Designation: Managing Director Designation: Hon.Secretary Rashtreeya Sikshana Samithi Trust JAYANAGAR, BANGALORE - 11

WITNESSES WITNESSES

1) Signature: 1) Signature:

Name: Sameer Gaikwad Name: Geetha R.

2) Signature: 2) Signature

Name: Name

SCHEDULE-I DESCRIPTION OF THE PREMISES:

Premises Overview: -	SSMRV
#17, 26th Main, 36th Cross, 4th T Block, Jayanagar, Bengaluru — 560041	
Segment:-	Education
Type of Roof:-	RCC Roof
Hours of Operation: -9 AM TO 6 PM	
Security:-	24x7
Additional documents/ details clarifications	The Purchaser shall provide all the information support and fulfil other requirements for obtaining the consents and approvals.

Capacity and Area Requirement

Capacity	110 kWp
Module Area	__11,000_ sqft shadowfree (PV System)
Number of Building	1 no.

SCHEDULE IISOLAR POWER TARIFF RATE

Following are the details of the Tariff rate agreed between the Parties during the Term of this Agreement.

Purchaser shall pay the Tariff year on year as follows:

Year No.	Tariff in INR (excluding all Taxes)
Year 1 (365 days from COD)	INR 5.78 / unit
Year 2 (365 days from Year 1)	INR 5.84 / unit
Year 3 (365 days from Year 2)	INR 5.90 / unit
Year 4 (365 days from Year 3)	INR 5.96 / unit
Year 5 (365 days from Year 4)	INR 6.01 / unit
Year 6 (365 days from Year 5)	INR 6.07 / unit
Year 7 (365 days from Year 6)	INR 6.14 / unit
Year 8 (365 days from Year 7)	INR 6.20 / unit
Year 9 (365 days from Year 8)	INR 6.26 / unit
Year 10 (365 days from Year 9)	INR 6.32 / unit
Year 11 (365 days from Year 10)	INR 6.38 / unit
Year 12 (365 days from Year 11)	INR 6.45 / unit
Year 13 (365 days from Year 12)	INR 6.51 / unit
Year 14 (365 days from Year 13)	INR 6.58 / unit
Year 15 (365 days from Year 14)	INR 6.64 / unit

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"Unit" refers to kWh or kVAh, as applicable.

Excludes impact if any due to Change in Law and applicable laws as may be applicable from time to time, which shall be to the Purchaser's account at actuals.

SCHEDULE III – BUYBACK PRICE SCHEDULE

The following table is for a **110 kWp** system.

Year	Buyback Price in case of Early Termination (INR Lakhs)	Comments
1	71.00	If contract terminated after 0 days and up to 364 days of COD
2	67.00	If contract terminated after 365 days and up to 729 days of COD
3	63.50	If contract terminated after 730 days and up to 1094 days of COD
4	60.00	If contract terminated after 1095 days and up to 1459 days of COD
5	56.50	If contract terminated after 1460 days and up to 1824 days of COD
6	53.00	If contract terminated after 5 yr and up to the end of 6th yr from COD
7	50.00	If contract terminated after 6 yr and up to the end of 7th yr from COD
8	47.00	If contract terminated after 7 yr and up to the end of 8th yr from COD
9	43.00	If contract terminated after 8 yr and up to the end of 9th yr from COD
10	39.00	If contract terminated after 9 yr and up to the end of 10th yr from COD
11	35.00	If contract terminated after 10 yr and up to the end of 11th yr from COD
12	31.00	If contract terminated after 11 yr and up to the end of 12th yr from COD
13	28.00	If contract terminated after 12 yr and up to the end of 13th yr from COD
14	22.00	If contract terminated after 13 yr and up to the end of 14th yr from COD
15	15.00	If contract terminated after 14 yr and up to the end of 15th yr from COD

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SCHEDULE IV – Estimated Generation

Project :	110 kWp Rooftop Solar PV Project, Bangalore
Location :	SSMRV, #17, 26th Main, 36th Cross, 4th T Block, Jayanagar, Bengaluru — 560041
Yearly Energy Generation Table	
Year	Assured Generation Assuming 100% Gid Availability ('units/year' for a nominal**110 kWp** capacity)*
1	1,32,000
2	1,29,360
3	1,28,454
4	1,27,555
5	1,26,662
6	1,25,776
7	1,24,895
8	1,24,021
9	1,23,153
10	1,22,291
11	1,21,435
12	1,20,585
13	1,19,741
14	1,18,903
15	1,18,070

**To be prorated for the actual installed capacity and actual grid availability, Unit refers to kVAh or kWh as applicable.*

SCHEDULE – V -Government approvals

To be obtained by the Power Producer

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

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To be obtained / provided by the Purchaser

Any authorizations required of Purchaser, including those required for installation of system at the premises. Permissions and support in coordinating with DISCOM or any related organization for NET METERING.

Electricity bills in the name of the Purchaser for obtaining Net Metering approvals.

Change of name or providing undertakings for obtaining any statutory/regulatory approvals.

SCHEDUEL VI – SELECTEE

1. Substitution of the Power Producer

The Financing Party may seek to exercise right of substitution by an amendment or novation of the Agreement executed between Power Producer and the Purchaser in favour of the Selectee, The Purchaser and the Power Producer shall cooperate with the Financing Party to carry out such substitution.

1. Substitution Notice

Upon the occurrence and continuation of Power Producer Default and the failure by the Power Producer to cure such default within the applicable cure period specified in this Section, the Financing Party, upon receipt of a written advice from the Purchaser confirming such failure, shall be entitled to notify the Parties of the intention of the Financing Party to substitute the Power Producer by the Selectee for the residual period of this Agreement (the "**Substitution Notice**").

2. Interim Operation of Project

(a) On receipt of a Substitution Notice, no further action shall be taken by any Party to terminate this Agreement, except under and in accordance with the terms of this Schedule VI of this Agreement.

(b) On issue of a Substitution Notice, the Financing Party shall have the right to request the Purchaser to enter upon and takeover the Project for the interim and till the substitution of the Selectee is complete and to otherwise take all such steps as are necessary for the continued operation and maintenance of the Project, and the Power Producer shall completely cooperate in any such takeover of the Project by the Purchaser.

(c) If the Purchaser refuses to take over the Project on request by the Financing Party in accordance with Section 3(b) above, the Power Producer shall have the duty and obligation to continue to operate the Project in accordance with this Agreement till such time as the Selectee is finally substituted.

(e) The Financing Party and the Purchaser shall, simultaneously have the right to commence the process of substitution of the Power Producer by the Selectee in accordance with these terms, and the Power Producer hereby irrevocably consents to the same.

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3. Process of Substitution of Power Producer

(a) The Financing Party may, on delivery of a Substitution Notice notify the Purchaser and the Power Producer about the Financing Party's decision to invite and negotiate, at the cost of the Financing Party, offers from third parties to act as Selectee, either through private negotiations or public auction and / or a tender process, for the residual period of this Agreement. Subject to due intimation to the Purchaser, such Selectee shall be entitled to receive all the rights of the Power Producer and shall undertake all the obligations of the Power Producer under this Agreement and any other Project documents executed between the Power Producer and the Purchaser, in accordance with these terms of substitution.

(b) Upon the Purchaser approving the Selectee, the Power Producer shall transfer absolutely and irrevocably, the ownership of the Project to such Selectee simultaneously with the amendment or novation of this Agreement and other Project documents executed between the Power Producer and Purchaser in favour of the Selectee.

ANNEXURE-I – Bank Account Details of Power Producer

Item	Details
Name	Nexio Energy Private Limited
Account No.	5668 0101 0050 416
Type	Current
IFSC Code	UBIN0556688
Bank & Branch	Union Bank, Powai, Mumbai 400076

---------- END OF THE DOCUMENT ----------

PURUSHOTTAM BUNG

Digitally signed by PURUSHOTTAM BUNG
Date: 2024.12.06 18:30:33 +05'30'

PASUMEELYA SIKSHANA SAMITHI TRUST BANGALORE

Institution Environment and Energy Conservation Initiatives










NOVA



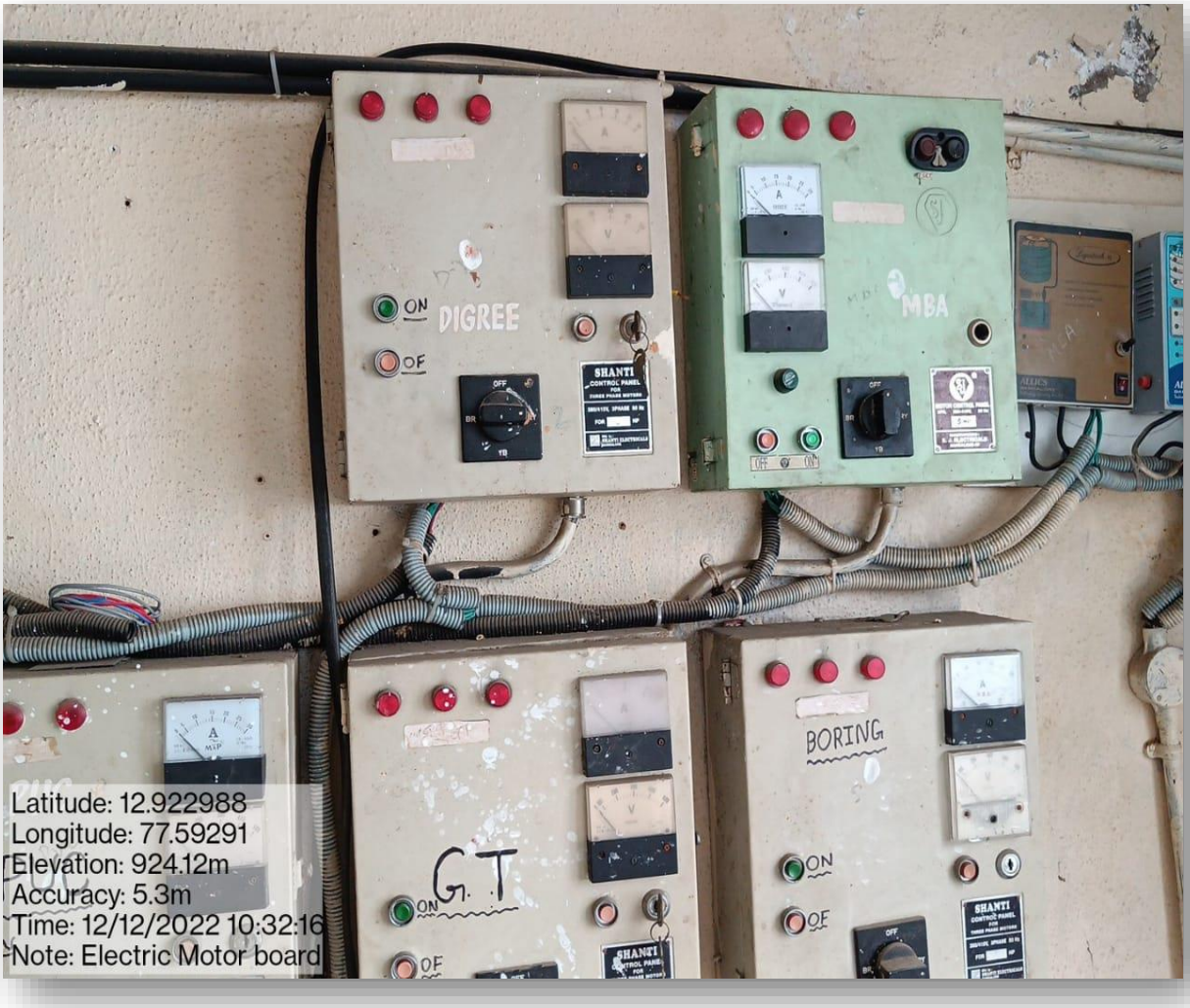








Solar Panel installation on the campus



Control Panel of Solar and Electric usage in Campus

PURUSHOTTAM BUNG
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Director
Bangalore