



தமிழ்நாடு தமில்நாடு TAMILNADU

SOLAR QUEST PROJECT 3

13-8-21

CL 189061

G. MANOHARAN

STAMP VENDOR

28, Lakshmi Talkies Road,
Chennai-600030, Tamil Nadu.

License No.C3/2851/80.

Power Purchase Agreement (PPA) For Site survey, Planning,
Design, Engineering, Manufacture, Supply, Civil work, Erection,
Testing and Commissioning Including Operation & Maintenance
of Solar PV Power System of 663 kWp Between

Chennai Metro Rail Ltd.

And

Solar Quest Projects Three Private Limited



Customer

For Solar Quest Projects Three Pvt. Ltd

Authorized Representative
Service Provider

SOLAR POWER SELLING AGREEMENT

THIS SOLAR POWER SELLING AGREEMENT is made at Chennai on 13th Aug 2021

Between

Solar Quest Projects Three Private Limited, a limited company incorporated under the Companies Act, 2013, having its registered office at C/o Hem Chand Dhariwal, Gokhley Marg, Police Line, 1st Crossing, Ajmer - 305 001 herein after referred to as the "Service Provider" (which expression shall unless repugnant to the context or meaning thereof, mean and be deemed to include its administrators, successors and assigns) of the FIRST PART;

And

Chennai Metro Rail Limited, a Joint Venture of Government of India and Government of Tamil Nadu, registered at CMRL DEPOT Admin Building, Poonamallee High Road, Koyambedu, Chennai-600 107, herein after referred to as the "Customer" (which expression shall unless repugnant to the context or meaning thereof, mean and be deemed to include its administrators, successors and assigns) of the SECOND PART.

The Service Provider and the Customer are each individually referred to as a "Party" and collectively as the "Parties".

WHEREAS;

- A. The Service Provider has been notified as successful bidder by Solar Energy Corporation of India for "Design, Manufacture, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance of 663 kWp Rooftop Solar PV System and as per competitive bidding under RFS No SECI/C&P/RFS/MNRE/97.5MW GCRT/R1/IND/082019 dated 29/08/2019
- B. The Service Provider is engaged in the business of building and operating solar power plants, including grid connected rooftop solar power projects.
- C. The Service Provider has agreed to install and operate a solar photovoltaic power plant of 663 kWp capacity (the "Project") at the Site (as defined hereinafter) as provided by the Customer to the Service Provider.
- D. The Service Provider has agreed to supply the entire Solar Power generated by the Project to the Customer and the Customer has agreed to purchase the entire Solar Power generated from the Project, on the terms and conditions contained in this Agreement.
- E. In this regard, the Parties are now desirous of entering into the Agreement to record the terms and conditions for development of the Project and sale and purchase of the Solar Power generated from the Project.

Now, Therefore, In Consideration of The Premises And Covenants Hereinafter Set Forth, The Sufficiency Of Which The Parties Hereby Acknowledge And With The Intent To Be Legally Bound Thereby, The Parties Here To Agree As Follows:




Customer

For Solar Quest Projects Three Pvt. Ltd


Service Provider Representative

1. Article 1:

1.1 DEFINITIONS

In addition to the terms defined in the introduction to, recitals or the body of this Agreement whenever used in this Agreement, unless repugnant to the meaning or context thereof, the following words and terms shall bear the meanings assigned to them below: -

"Affiliate"	In relation to any Person means any Person, who directly or indirectly (through one or more intermediaries) Controls, is Controlled by or is under common Control with that Person.
"Agreement"	Means this Solar Power Selling Agreement including its preamble, recitals, annexures and its amendments, supplements or other modifications from time to time in accordance with the provisions hereof.
"BES"	Means the Customer's building electrical systems that are owned or leased, operated, maintained and controlled by the Customer, and which may or may not be interconnected with the Utility.
"Bill Disagreement Notice"	Shall mean the notice issued by a Party raising a Dispute regarding a Monthly invoice issued by the other party.
"Business Day"	Means any day other than a Saturday or Sunday or a statutory holiday on which the scheduled banks remain open for business.
"Calendar Day"	Means any day of the week, month or year.
"Commercial Operation Date":	Is the date at which the entire setup, installation and testing of the Project has been completed and the Project starts selling Solar Power to the Customer.
"Confidential Information"	Shall have the meaning ascribed to the term in Article 18.11.1 of the Agreement.
"Customers Installation"	Shall have the meaning ascribed to the term in Article 6.1.5 of the Agreement.
"Cure Period"	Shall have the meaning ascribed to the term in Article 15.2 of the Agreement
"Deemed Generation"	shall have the meaning ascribed to it in Article 4.1.
"Delivery Point":	Means the physical location at which the Main Metering System is located.
"Dispute"	Shall have the meaning ascribed to the term in Article 17.2.1 of the Agreement.
"Due Date":	Shall have the meaning as ascribed to the term in Article 9.4.3 of the Agreement
"Effective Date"	Shall have the meaning ascribed to it in Article 2.1 of the Agreement.
"Emergency"	Means a condition or situation that is likely to endanger the security of individuals or which poses an immediate threat of damage to PV system or the Premises.



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“Encumbrances”

Means by interest or equity of any Person (including, without limitation, any right to acquire, option or right of pre-emption or conversion) and any charge, mortgage, security interest, pledge, lien (including retention of title claims), assignment, power of sale or hypothecation or any other third party right or encumbrance of any nature whatsoever (whether or not perfected) and the term “encumber” shall be construed accordingly.

“Even of Default”

Shall have the meaning ascribed to the term in Article 15.1 of the Agreement.

“Expiry Date”

Shall mean the date occurring 25 years from the Commercial Operation Date of the Project.

“Force Majeure Event”

Shall have the meaning ascribed to the term in Article 14.2 of the Agreement.

“Government Approval”

Shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, no objection certificate clearances (including environmental clearances), and concessions, required to be obtained from or provided by any Governmental Authority or under applicable Law for the purpose of installing, commissioning, testing, operating, maintaining or transferring the Project.

“Governmental Authority”

Means any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof.

“INR”

Means Indian Rupees, the lawful currency of the Republic of India.

“Joint Meter Reading Report”

Shall have the meaning ascribed to the term in Article 9.2 of the Agreement.

“kWh”

Means Kilowatt-Hours

“kWp”

Means Kilowatt-peak;

“Late Payment Surcharge”

Shall have the meaning ascribed to the term in Article 9.8 of the Agreement.

“Law”

Means any statute, law, rule, regulation, ordinance, judgment, injunction, order, decree, by-law, administrative requirement, guideline, directive, policy or any similar form of decision or determination, or any interpretation or adjudication having the force of law or other restriction of any Governmental Authority, as applicable and as enacted or promulgated and whether in effect in India as of the Effective Date or at any time thereafter.

“Losses”

Shall have the meaning ascribed to the term in Article 16.1 of the Agreement.

“Metered Generation”

Shall have the meaning ascribed to the term in Article 9.4.1 of the Agreement.

“Metering Date”:

Means the first Business Day of each calendar month subsequent to the month in which the Solar Power is generated by the Service Provider.



For Soler Quest Projects Three Pvt. Ltd

Customer

Service Provider

Authorised Representative

“Metering System”	Means the instrument (s) and equipment installed at the Site by the Service Provider as part of the System used to measure, indicate and record the Output delivered to the Customer at the Delivery Point.
“Monthly Invoice”	Shall have the meaning ascribed to the term in Article 9.4.1. of the Agreement.
“Non-Delivery Period”	Shall have the meaning ascribed to the term in Article 15.1.1 of the Agreement.
“Output”	Means all of the Solar Power delivered from the PV System measured in Kilowatt hours (kWh) at the Delivery Point.
“Person”	Shall mean any natural person, firm, company, governmental authority, joint venture, partnership, association or other entity (whether or not having separate legal personality).
“Premises”	any and all real property belonging to the Customer situated --- within the boundaries of which the Site shall be located.
“Scheduled Completion Date”	Shall have the meaning ascribed to the term in Article 6.1.4 of the Agreement.
“Service Provider”:	The Service Provider is the Party of the Agreement who will set up, operate and maintain, PV System, at its cost, on the Premises of the Customer.
“Site”	Means the areas on the Premises of the Customer on which the Service Provider will install the PV System. The detail of the Site along with its map is provided.
“System” or “PV System”	Means all equipment, facilities and materials, including photovoltaic arrays, DC/ AC inverters, wiring, Meters, tools, and any other property now or hereafter installed, owned and operated by the Service Provider for the purpose of or incidental or useful to maintaining the use of the System fulfilling its obligations under the Agreement, and as it may be modified during the Term. The System may consist of multiple installations at various locations on the Site.
“Taxes”	Means any and all statutory taxes including GST, duties, levies and cess, or levy of any nature (whether central, state or local) whatsoever and wherever and whenever charged, levied or imposed together with any interest and penalties in relation thereto.
“Term”	Shall have the meaning ascribed to it in Article 2.2.1
“Unit Price”:	The Price applicable for each unit (kWh) of Solar energy delivered by the System, measured and recorded through the installation Metering System.
“Utility”	Means the local provider of electric supply to the Customer.



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Customer

For Solar Quest Projects Three Pvt. Ltd

[Signature]
 Authorised Representative
 Service Provider

1.2 INTERPRETATION

In this Agreement, unless the context otherwise requires or as otherwise expressly stated:

- (a) Headings are for convenience only and shall not affect interpretation except to the extent, the context otherwise requires;
- (b) Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated.
- (c) Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings.
- (d) Words importing the singular shall include the plural and vice versa;
- (e) Words denoting individual shall include corporations and vice versa;
- (f) Words denoting any gender shall include all genders.
- (g) Any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- (h) Any reference to day shall mean a reference to a calendar day;
- (i) Any reference to month shall mean a reference to a calendar month;
- (j) Unless otherwise stated, any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates; and
- (k) Any reference to an article, section, appendix, clause, sub-clause, paragraph, sub-paragraph, Schedule or Recital is a reference to an article, section, appendix, clause, sub-clause, paragraph, sub-paragraph, Schedule or Recital of the Agreement.
- (l) Any reference to "writing" includes printing, typing, lithography and other means of reproducing words in visible form including by electronic form.
- (m) Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall to the extent possible, be interpreted in a harmonious manner so as to give effect to each part.

2. ARTICLE 2-TERMS.

2.1 Effective Date

This Agreement shall come in to effect from the date of execution of this Agreement ("the Effective Date").

2.2 Term of the Agreement

2.2.1 This Agreement, subject to Articles 2.3 and 2.4, shall be valid for a period commencing from the Effective date until the Expiry Date ("Term").

2.2.2 The term of this Agreement may be extended for a further period beyond the Expiry Date, if the Parties mutually agree on fresh terms and conditions in writing, at least ninety (90) days prior to the Expiry Date.



Customer

For Solar Quest Projects Three Pvt. Ltd

[Signature]

Service Provider/Authorised Representative

2.3 Conditions Precedent of the Agreement

In the event that any of the following events or circumstances occur prior to the Commercial Operation Date, the Service Provider may terminate the Agreement and shall be entitled to all the right and remedies available under the Law and Agreement including to recover any Losses that the Service Provider may have suffered or incurred as a result of or in connection with any of these events:

2.3.1. There has been an adverse change in the rights of the Customer to occupy the Premises and to provide the continuous, unencumbered, unhindered and unrestricted access to the Premises and the Site to the Service Provider.

2.3.2 The Service Provider has determined that there are easements, liens or other Encumbrances on the Premises that would impair or prevent the installation, commissioning, operation, maintenance or removal of the System.

2.4 Early Termination.

In addition to Article 2.3, this Agreement shall terminate before the Expiry Date, if either Party, terminates the Agreement, pursuant to Article 15 of this Agreement.

2.5 Survival

The expiry of termination of this Agreement shall not affect any accrued right, obligations and liabilities of the Parties under this Agreement, including the right to receive indemnity as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication which are to survive after the Expiry Date or termination including those under this Article 2.5, Article 14 (Force Majeure), Article 15 (Default and Termination), Article 16 (Liability and Indemnification), Article 17 (Dispute Resolution) and other Articles and Schedules of this Agreement which expressly or by the nature survive the Term or termination of this Agreement, shall continue and survive any expiry or termination of this Agreement.

3 ARTICLE-3- SALE AND PURCHASE OF POWER.

3.1 On and with effect from the Commercial Operation Date, the Service Provider agrees to sell and supply Solar Power to the Customer at the Delivery Point, and the Customer agrees to purchase from the Service Provider the total Solar Power generated, metered and supplied from the Project at the Delivery Point by the Service Provider during the Term.

3.2 The customer hereby agrees and undertakes to make payment to the Service Provider for the generation and supply of metered Solar Power, at the Tariff set forth in Article 9.4 of this Agreement.

3.3 Notwithstanding any other provision of this Agreement, the Solar Power pumped to the Delivery Point by the Service Provider shall be deemed to be sold to the Customer.

4 ARTICLE-4 DEEMED GENERATION

4.1 Deemed generation would be resorted to only when the system is generating power, but the meter is not recording generation, (i) due to any fault (in accordance with Article 9.6); (ii) due to the reason that there is no adequate load to absorb the power generated and the excess power generated is not being able to be exported; (iii) there is no reference voltage due to the power cut/shutdown by the Customer ; (iv) If there is an equipment failure at the customer end, which may prevent the power being fed to the customer side or (v) the commercial Operation Date of the Project has not occurred on or prior to Scheduled Completion Date due to any reason attributable to the act or omission of the customer. In such events, deemed generation will be calculated in relevance with Article-4.2.

4.2 Deemed Generation for any period shall be calculated using the average. For the first year the generation of a particular month (in which the deemed generation needs to be



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calculated), generation in the immediately preceding month will be used for calculating the average. For the 2nd year onwards, the generation data of the previous year for corresponding month will be referred. ("Deemed Generation"). Such Deemed Generation shall be deemed to be the Solar Power injected into the Delivery Point during the relevant period.

5 ARTICLE 5-ACCESS AND SPACE PROVISIONS

5.1 Adequate Space for Construction

The Customer shall provide the Service Provider, its employees, personnel, contractors and/or subcontractors adequate space on the Premises during the Construction Period for the purpose of construction, installation and commissioning of the system, including reasonable staging and laydown areas.

5.2 Adequate Access to the Premises for the Service Provider.

The customer do hereby agrees to grant to the service provider access over the premises and the site for the period of contract. The access to the first party would be subject to grant of necessary security clearance from the security agencies. The Service Provider shall be allowed to perform functions as may be necessary to fulfill its obligations under this Agreement, including inspection, repair, replacement, construction, installation, removal, alteration, expansion, or testing the System or its parts. Access right applicable to the Service Provider shall include the Service Provider's agents, contractors (including second-tier contractors), employees, representatives and assigns.

5.3 Access by the Customer to System

The parties acknowledge that the Customer will have access to the Site for maintenance of the Premises along with safety and security purposes. The customer shall take reasonable precautions so that the operation of the system is not disrupted, and the system is not damaged as a result of actions or inactions of the customer or his employees, agents, contractors, designates or invitees.

5.4 Prevention of Unauthorized Access.

The customer agrees to, at its expense, to maintain and secure the site from unauthorized trespass.

5.5 Storage Space

The customer shall provide the Service Provider with a covered storage space with locking facility at or in reasonable proximity to the Site for control room of the project. The Space required should be a minimum of 6m x 6m space. The Service Provider alone shall exercise control and supervision over the said storage space from the Effective Date until the Term of Agreement.

The Customer acknowledges that Service Provider's performance under this Agreement is dependent on the validity of the access to the site for the term of the agreement. The access shall be valid for the Term and shall be co-terminus with the Agreement.

6 ARTICLE 6: CONSTRUCTION, DEVELOPMENT AND MAINTENANCE

6.1 Construction of System (s):

- 6.1.1 The Service Provider shall solely at its own cost cause the Project to be designed, installed, engineered, erected, tested and commissioned, operated, maintained and constructed substantially in accordance with the technical specifications as per RFS No SECI/C&P/RFS/MNRE/97.5MW GCRT/R1/IND/082019 dated 29/08/2019 and the sanction letter issued by Solar Energy Corporation of India, in a good and workman like manner and



Customer

For Solar Quest Projects Three Pvt. Ltd
Service Provider

Authorised Representative

in accordance with all applicable Laws and regulations. The Service Provider shall provide to the Purchaser a bill of materials listing the major equipment constituting the System. Such bill of materials shall be provided within 30 days of the Commercial Operation Date. The Service Provider shall provide and lay the dedicated electrical wires/cables to the various 415 V Distributions Panels, should be as per IS Standards.

6.1.2 Unless otherwise agreed between the Parties, the Service Provider shall not directly or indirectly, (a) undertake chipping of the rooftop (b) disturb the waterproofing of the roof (c) carry out any other modification of the Premises, without the consent of the Customer. The Service Provider shall maintain general cleanliness of area around the Project during construction, operation and maintenance period of the Project. In case any damage is caused to the equipment/facilities owned by the Customer due to any act or omission of the Service Provider, the same shall be made good/rectified by the Service Provider at its own cost.

6.1.3 If required by the customer, the service provider shall, within thirty (30) days of the Effective Date, submit to the Customer, drawings of the Project for approval. If the Customer has any objection/recommendation in the drawings, he shall communicate the same to the Service Provider within a period of ten (10) Business Days of the date of submission of such drawings. The drawings will be deemed to have been accepted if no response is received from the Customer within ten (10) Business Days from the receipt of drawings from the Service Provider. Any delay will extend the Commercial Operation Date of the Project. In any case, the approval of the drawings shall not be unreasonably withheld by the Customer.

6.1.4 Subject to any punch-list items which shall be mutually agreed by the Customer and the Service Provider as not being material to completion of the Project and compliance by the Customer of the provisions of this Agreement, the Service Provider agrees that it shall commission the Project on or before 18th September 2021 OR such extended date as notified by SECI from time to time (the "Scheduled Completion Date"). The completion of punch list items however will not hamper the generation or injection of Solar Generated Electrical Power. The completion date can be increased or decreased based on mutual consent between both parties. The Customer shall ensure that sufficient load is available at the Delivery Point to ensure the synchronization and drawl of Solar Power from the System.

6.1.5 The Customer shall ensure that all arrangements for receiving Solar Power beyond the Delivery Point ("Customer's Installation") are ready on or prior to the Commercial Operation Date. Beyond the Delivery Point, the Customer shall maintain the equipment for the entire term of the agreement.

6.1.6 The Service Provider shall have the right to inspect the area of his operation, with prior intimation (except in emergencies), and seek information about Customer's Installation for the purpose of ensuring safety and compliance during supply of Solar Power. The Customer shall inform the Service Provider about any alterations and/or extensions in such customer's Installation before carrying out the same and keep the Service Provider informed of such alterations/modifications.

6.2 Location of System

The System will be located at various sites of the Customer as specified below:

S.No.	Location	Capacity (kW)
1	Tiruvottiyur Metro Station	288 kWp
2	Wimco Nagar Metro Station	375 kWp



[Signature]
Customer

For Solar Quest Projects Three Pvt. Ltd

[Signature]
Service ~~Authorized~~ Representative

6.3 Construction Contractors

The Service Provider may hire qualified contractors to design, build, install, construct, service and test the System. The Service Provider shall have the right to enter into contracts with suppliers, contractors, subcontractors, installers and equipment providers at its discretion to perform its obligations under this Agreement.

6.4 Testing Period Output.

Upon notice from the Service Provider to the Customer during the Construction Period, the Service Provider or its contractors may test the System and charge for all Output delivered to the Customer during the testing period. The Customer shall pay for all Solar Power resulting from such testing during the testing period, at the Tariff established herein.

6.5 Approvals and Permits

Each of the Parties shall assist and reasonably cooperate with the other Party, including signing all the documents prepared by the other Party, for obtaining all necessary Government Approvals, third party approvals and permits including but not limited to those listed in Annexure 3 here to.

6.6 Maintenance and Cleaning:

The Service Provider shall at all times during the Term of this agreement maintain the System except raised structure/shelter in the efficient condition which would include proper cleaning of PV modules. The customer agrees to, at his expense, to provide adequate raw/potable/government supply water at the Site itself, for cleaning of PV modules on a monthly or as required basis during the Term of this Agreement. The amount of water required shall be two (3) liters per module per cleaning, which is approximately 6000 Litres, twice a month.

6.7 If, in the reasonable opinion of either Party, the condition or manner of operation of the PV System constitutes an Emergency, the Service Provider shall be entitled to denegise and isolate. The Service Provider shall re-energise as quickly as practicable after the circumstances leading to any de-energisation have ceased to exist.

7 ARTICLE 7: GENERAL OBLIGATIONS OF THE CUSTOMER

During the term of the Agreement, the Customer shall:

- (a) At its own cost and expense undertake, comply with and perform all its obligations set out in the Agreement.
- (b) Provide all reasonable assistance necessary to the Service Provider during the entire Term of Agreement so that the Service Provider may perform its obligations without any hindrance;
- (c) Make timely payments to the Service Provider in the manner and in accordance with the terms and conditions set out in the Agreement.
- (d) Provide sufficient Space for Solar Panel Installation at free of cost.
- (e) Provide power and water at its own cost as required by the Service Provider during construction and installation of the Project.



[Signature]
Customer

For Solar Quest Projects Three Pvt. Ltd
[Signature]
Service Provider
Authorised Representative

8 ARTICLE 8: INSURANCES

8.1 Service Provider's Insurance

The Service Provider shall be reasonable and take an insurance policy for transit-cum-storage-cum-erection for all the materials to cover all risks and liabilities for supply of materials on site basis, storage of materials at site, erection, testing and commissioning. The Service Provider shall also take appropriate insurance during O & M period, if required.

The Service provider shall also take insurance of third party liability covering loss of human life, engineers and workmen and also covering the risks of damage to the third party/material/equipment/properties during execution of the contract. Before commencement of work, the Service Provider will ensure that all its employees and representatives are covered by suitable insurance, against any damage loss injury or death arising out of the execution of the work or in carrying out the contract.

8.2 Customer's obligation towards security

The Customer shall be responsible for the security of the system. The customer shall regulate the entry to the site through a lock and key arrangement to the site of the project installation, the customer shall also maintain a log of the personnel accessing the site.

8.3 Contractor's obligation towards security.

The Contractor shall be responsible for submit Bank Guarantee and Performance guarantee to SECI as per the SECI Tender Document.

9 ARTICLE 9: METERING, BILLING AND PAYMENT

9.1 Installation of Metering System:

9.1.1 The Service Provider shall install the Metering System at the Delivery Point to measure the amount of Solar Power delivered by the System to the Customer. The Metering System shall comply fully with the requirements of the relevant standards and the applicable laws and shall be tested and sealed by a mutually agreed third party testing agency, at the Service Provider's expense. The Service Provider shall provide a copy of the test report to the Customer.

9.1.2 The Metering System shall be retested and resealed after every 12 months from the date of last testing by the Service Provider, from the mutually agreed third party testing agency, at Service Provider's expense. The report shall be provided to the Customer.

9.1.3 The Customer may, at his own discretion, install a check meter, at his cost, to verify the measurements of the Metering System.

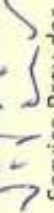
9.2 Meter Reading:

The Meter Reading System shall be read by the Service Provider's personnel on the Metering Date in the Presence of the authorized representative from the Customer, if such representative is present at the time of the reading. The Service Provider's personnel and the authorized representative from the Customer shall prepare and sign a joint meter reading report, certifying the Solar Power injected by the Service Provider and metered at the Delivery Point during any month ("Joint Meter Reading Report"). However, in case the joint Meter Reading Report is not signed in the first seven (7) Business days of any month due to non-availability of the Customer's authorized representative, the report signed by the Service Provider's personnel shall be considered to be agreed by the Customer and shall be deemed to be the Joint Meter


Customer



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Service Provider

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Reading Report. The Parties agree that the Joint Meter Report shall be final and binding on the Parties. The billable units shall be equal to the difference between the meter reading on the Metering Date and the meter reading on the previous months Metering Date.

9.3 Tariff:

9.3.1 The Tariff at which the Customer shall purchase the Output from the Service Provider will be as per SECI approved rate yearly tariff as shown in Annexure -1 (Unit Price) (exclusive of all Taxes, duties and levies) This is equivalent to SECI approved Levelised Tariff of Rs. 3.25 per kWh.) (Exclusive of all Taxes, duties and levies).

9.3.2. Any new benefits, incentive or relaxation declared or provided by any government, non-government or any other authority to the Service Provider, after the Effective Date, shall be to the credit of the Customer and the Service Provider shall not claim the same at any time. However, the Service Provider will have the right to avail/transfer the accelerated depreciation, income tax benefits, investment allowance benefits and all other benefits arising from or accruing on account of generation of Solar Power as may be available under applicable laws.

9.4 Billing and Terms of Payment

9.4.1 The customer will be charged on a monthly basis, an amount that is equal to the Unit Price, multiplied by (a) the monthly output from the System as per joint Meter Reading Report ("**Metered Generation**") and/or (b) Deemed Generation as per clause 4.2. The monthly invoice will be raised by the Service Provider on the Customer for the Metered Generation and/or Deemed Generation supplied by it in the immediately preceding calendar month, or part thereof, within a period of five (5) days from the end of each calendar month ("**Monthly Invoice**").

9.4.2. Each monthly Invoice shall state the Tariff and Taxes payable by the Purchaser calculated with reference to the Metered Generation and/or Deemed Generation.

9.4.3. The Customer shall make payment of the Monthly Invoice within fifteen (15) Business days from the receipt of the Monthly Invoice from the Service Provider ("**Due Date**").

9.4.4 The Customer shall make payment of the Monthly Invoice to the bank account of the Service Provider as shall be specified in the Monthly Invoice through electronic funds transfer/RTGS only.

9.5 Faulty Meter

In case of a faulty meter, Deemed Generation shall be considered. Meanwhile, the Service Provider, shall repair or replace the faulty meter, as quickly as practically possible, or inform the Customer of expected days to repair/replace.

9.6 Tampering or interface with Metering System

If the Service Provider finds that the (i) Metering System (or any component thereof) is tampered or interfered with except in case of emergency, or (ii) its working defeated or (iii) any Output is consumed by the Customer by by-passing the Metering System or (iv) there is a reasonable suspicion of theft of Output by the Customer or (v) the Service Provider is not allowed access to the Metering System by the Customer in terms of this Agreement, the same shall be considered as a breach of this Agreement. Tampering or interface with metering system any breach of agreement is reported, the same may be referred to Adjudication.

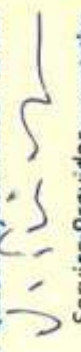
9.7 Emergency breaking of seals in Metering System

In case of any emergency, which warrants breaking of seals by the Service Provider, the same shall be intimated to the Customer immediately.


Customer



For Solar Quest Projects Three Pvt. Ltd


Service Representative

9.8 Late Fees

If any part of a monthly payment is not made by the Customer within the Due Date, the Customer agrees to pay the Service Provider a late fee of 1.25% monthly which works out to be fifteen percent (15%) per annum compounded monthly, on the amount of such late payment ("**Late Payment Surcharge**").

9.9 Taxes

In the event that any state or local Taxes, duties or levies are levied or assessed against the generation, sale or delivery of Output, the Customer shall bear and pay such amounts.

9.10 Contest Rights

9.10.1 In case the Customer does not dispute a Monthly Invoice raised by the Service Provider as provided in Article 9.4, such Monthly Invoice shall be taken as conclusive.

9.10.2. In case the Customer disputes the amount payable under a Monthly Invoice it shall pay the undisputed amount on or prior to the Due Date and shall within seven (7) business days of receiving the Monthly Invoice, issue a notice (the "Bill Dispute Notice") to the Service Provider setting out:

- (a) The details of the disputed amount
- (b) Its estimate of what the correct amount should be; and
- (c) All written material in support of its claim.

9.10.3 If the Service Provider agrees to the claim raised in Bill Dispute Notice issued pursuant to Article 9.10.2, the Service Provider shall revise such Monthly Invoice.

9.10.4 If the Service Provider does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 9.10.2, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (the "Bill Disagreement Notice") to the Customer providing:

- (a) Reasons for its disagreement
- (b) Its estimate of what the correct amount should be; and
- (c) All written material in support of its counter claim.

9.10.5 If the customer agrees to the counter claim in Bill Disagreement Notice, it shall make the remaining payment with the interest at the same rate as Late Payment Surcharge, which shall be applied from the Due date of the disputed Monthly Invoice and up to and including the date on which such payment has been received by the Service Provider.

9.10.6 If the Customer does not agree to the counter claim by the Service Provider under the Bill Disagreement Notice, then the dispute shall be resolved as per "Dispute Resolution" under Article 17.2 and if required, under Article 17.3.

9.10.7 Notwithstanding anything else in the Agreement, the Service Provider reserves its right to suspend its obligations under the Agreement and remove the system from the Premises of the Customers in case of non-payment of Monthly Invoices and continuation of dispute resolution for a period of more than three (3) Months.

9.11 Appropriation of payments.

Any payment received by the Service Provider from the customer shall be appropriated in the following order of priority:

- (a) First, towards late payment interest as set out in Article 9.8 above, if applicable, the longest outstanding being settled first;



Customer

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[Signature]
Service Provider Representative

- (b) Secondly, towards outstanding Monthly Invoice amount, if any, the longest outstanding being settled first; and
- (c) Thirdly, towards the then current monthly invoice.

9.12 Change in Law:

9.12.1 The term "Change in Law" shall mean the occurrence of any of the following events after the Effective Date, resulting into any change of liability on the Service Provider.

- (a) The enactment, coming in to effect, adoption, promulgation, amendment, modified or repeal (without re-enactment or consolidation) in India, or any Law, including rules and regulations framed pursuant to such Law; or
- (b) A change in the interpretation of any Law by any Government Authority having the legal power to interpret or apply such Law or any competent court; or
- (c) The imposition of a requirement for obtaining any Government Approvals which was not required earlier; or
- (d) A change in the terms and conditions prescribed for obtaining any Government Approvals or the inclusion of any new terms or conditions for obtaining such Government Approvals; or
- (e) Introduction of any Tax or any Tax being made applicable for generation or sale/supply of Solar Power by the Service Provider as per the terms of this Agreement.
- (f) Change in the rate of any existing Tax, duty or levies.
- (g) The customer shall bear exclusively the effect of such change in law. Any additional liability on the Service Provider on account of the Change in Law including change in Taxes shall be passed on to the Customer and the Customer shall be liable exclusively to make payment of any additional Taxes at actual.

9.13 Adjustment in Payment on account of Change in Law:

Subject to provisions mentioned above, the adjustment in payment of Tariff and the Monthly Bill shall be effective from the first Metering Date after the date from which the Change in Law becomes applicable.

9.14 Estimated Annual Production

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". The Estimated Annual Production for each year of the Initial Term is set forth in Annexure 4 hereof.

10 ARTICLE 10: OWNERSHIP OF THE PROJECT.

Except as provided in Article 13, the Service Provider shall be the legal and beneficial owner of the Project throughout the Term and the System shall remain the property of the Service Provider and shall not attach to or be deemed a part of, or fixture to the Premises.

11 ARTICLE 11: LOSS AND DAMAGE TO THE PV SYSTEM

11.1 The Service provider shall bear the risk of any damage or loss to the PV System (except for damage or loss caused due to or arising out of any act or omission or misconduct/negligence of the Customer or any of his employees, agents, contractors, designates or invitees and acts of God).

11.2 In case of any loss or damage to the PV System (except for damage or loss caused due to or arising out of any act or omission or misconduct/negligence of the Customer



Customer

For Solar Quest Projects Three Pvt. Ltd

Service Provider

Authorised Representative

or any of his employees, agents, contractors, designates or invitees and acts of God) that does not result in total damage of the PV System, the Service Provider, at his own cost, shall repair or replace the PV System within a reasonable period of

12.3 Service Provider's Interruption of Output

Notwithstanding anything to the contrary herein, the Service Provider shall have the right to interrupt, reduce or discontinue the delivery of Output for purposes of inspection, maintenance, repair, replacement, construction, installation, removal or alteration of the equipment used for the production or delivery of Output, or at the direction of authorized Governmental Authorities or electric utilities. Other than in the event of unexpected interruptions or in the event of an Emergency or as required by authorized Governmental Authorities or electric utilities, the Service Provider shall give the notice to customer at least five (5) Business Days prior to an interruption of Output deliveries and an estimate of the expected duration of the interruption.

13 ARTICLE 13: PURCHASE OPTIONS

13.1 Purchase Option

13.1.1 Under the following scenarios the customer can exercise the purchase option. A) The Customer terminates the power purchase agreement before the end of 25 years PPA tenure; B) If there is a customer default as covered in clause no. 15; C) The Power plant is shifted/relocated owing to the building/Roof Top where the system is installed is demolished/reconstructed/ changed. The Customer shall have the option to purchase the System by providing notice of at least ninety days (90 days) in advance. Till the Customer elects not to exercise a Purchase Option, the Customer shall remain bound by all terms and conditions of the Agreement, and to the Early Termination provision.

13.1.2 Upon exercising the Purchase Option, the customer shall pay the Service Provider, through electronic funds transfer/cheque, an amount in accordance with Annexure 2 of this Agreement.

13.1.3 Upon the Customer's payment for the System, the Service Provider shall handover the System, including all components thereof and operation manuals, to the Customer.

13.2. Transfer to the Customer

After the termination of PPA term the Solar System shall be transferred to the Power Purchaser free of cost. Upon transfer of ownership of the System to the Customer, the Service Provider shall have no further obligation with respect to the performance installation, operation or maintenance of any part or component of the System unless otherwise agreed to in writing between the Parties. Along with such transfer, the Service Provider also agrees to assign to the Customer, any applicable manufacturer's warranties provided on the system and any agreement for the operation and maintenance of the System, as may be existing at the time of such transfer.

14 ARTICLE 14: FORCE MAJEURE

14.1 Neither the Service Provider nor the Customer shall be considered to be in default in the performance of his obligations under this Agreement to the extent that performance of any such obligation is prevented or delayed by a Force Majeure Event, which shall be defined as follows:

14.2 Force Majeure

Force Majeure Events means any unforeseen or unanticipated act, event, cause or condition that:

- (a) Wholly or partly prevents or delays a Party from performing his obligations under the Agreement, and
- (b) Is beyond the affected Party's reasonable control,

Except that no act, event, cause or condition shall be considered to be an event of Force Majeure if and to the extent the party seeking to invoke Force Majeure has caused or contributed to the applicable act, event, cause or condition by his act, fault or negligence.



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Service Provider
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Force Majeure Event shall include without limitation the following acts or events (i) natural phenomena, such as storms, hurricanes, flood, lightning, volcanic eruptions and earthquakes; (ii) explosions or fire arising from lightening 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, acts of wild animals. A force Majeure event shall not be based on the economic hardship of either Party.

14.3 If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure Event, such Party shall within (Five (5)) Business Days of the occurrence of same provide written notice to the other Party of the circumstances preventing or delaying performance and the expected duration for which performance is expected to be so affected thereof. The Party affected by a Force Majeure Event shall resume performance of its obligations as soon as reasonably practicable, keeping the cost of Force Majeure as low as possible. Repair or replacement of any loss or damage caused to the PV System due to any Force Majeure Event shall be carried out by the Service Provider at his own cost. Neither Party may use his claim of Force Majeure Event as an excuse for failure to make payments of amount owed to the other Party hereunder.

14.4 Result of Force Majeure:

The non-affected Party shall be entitled to terminate this Agreement upon thirty (30) days' prior written notice to the affected Party if any Force Majeure Event affecting the other Party has been in existence and has caused a complete shut-down of the System for a period of one hundred eighty (180) consecutive days or longer, unless such Force Majeure Event ceases prior to the expiration of such thirty (30days) period. Following such termination, the Service Provider shall remove the System from the Site within one hundred twenty (120) days after such termination.

15 ARTICLE 15: DEFAULT AND TERMINATION

15.1 The occurrence of any of the following events unless any such event occurs as a result of a Force Majeure Event shall be an "Event of Default" with respect to the applicable Party under this Agreement.

15.1.1 Service Provider Failure to Perform

With respect to the Service Provider, following the Commercial Operation Date, if the Service Provider fails to provide any Output for a period of at least one hundred eighty (180) consecutive days during the Term ("Non-Delivery Period") ; provided that non-operation of the System for the duration of a Force Majeure Event, as defined in Article 14, or for any period during which the Customer is in default hereunder or otherwise cannot accept delivery of Output (for any reason) shall not be used in calculating the Non-Delivery Period.

15.1.2 Customer Failure

- (a) The Customer fails to pay any Monthly Invoice on the Due Date, and such failure continues for a period of thirty (30) Business Days after being duly notified in writing by the Service Provider.
- (c) Failure or default by the Customer to provide the Service Provider free, continuous, unencumbered, unhindered and unrestricted access to the Premises and Site.
- (d) Revocation or cancellation or impairment of any Government Approvals, license, or permit obtained by the Customer which has a material adverse effect on the Project.

15.1.3 Bankruptcy

A Party (a) voluntarily or involuntarily files or has filed against it a winding up or bankruptcy or other similar petition seeking any composition, liquidation or similar relief under any applicable Law, and which petition remains un-dismissed or un-stayed for a period of ninety (90) days or entry of a decree or order of a court having jurisdiction, for the appointment of a receiver, custodian, liquidator of the Party or of all or any substantial

Customer



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part of its property or for the winding up or liquidation of its affairs and the continuation of such decree or order in force, as undercharged or un-stayed, for a period of ninety (90) days, (b) enters into an transfer or assignment of his assets or undertakings for the benefits of his creditors; or (c) otherwise is unable to pay his debts as they become due.

15.1.4 Breach

Failure of either Party to perform any material covenants, obligations, representations and warranties set forth in this Agreement, despite being duly notified in writing by the other party to remedy the breach.

15.1.5 Misrepresentation

Any intentional and material misrepresentation made by a Party to this Agreement of or concerning any term contained in this Agreement or any warranty herein.

15.2 Opportunity to Cure

Within seven (7) business days of occurrence of an Event of Default, the Party claiming default shall send a written notice to the other Party, specifying in reasonable detail the provision pursuant to which the alleged default has occurred. The party accused of default shall have thirty (30) days from the date of receipt of the notice to cure the default or such other period as mutually agreed between the Parties ("Cure Period"). In the event that the defaulting party fails to cure the default within the Cure Period, the non-defaulting party shall be entitled to send a notice of termination of this Agreement to the defaulting party and shall be entitled to pursue any and all remedies available in Law or in equity or under the Agreement. Unless otherwise agreed to between the Parties, any of the events specified in Article 15.1.3 shall constitute an immediate Event of Default and the non-defaulting Party shall be entitled to terminate the Agreement by issuing a written notice to the defaulting Party without providing an opportunity to the defaulting Party to cure such default.

15.3 Termination of the Agreement for Default

15.3.1. Event of Default by the Customer

- (a) If there has occurred an Event of Default by the Customer as pursuant to Article 15.1.2 of this Agreement, (i) the Service Provider shall, in addition to any legal and equitable rights and remedies, have the right to terminate this Agreement in accordance with Article 15.2 and remove the System from the Premises at the Customer's expense, and (ii) the Customer shall pay to the Service Provider by delivery of cheque or through electronic funds transfer/RTGS, the Early Termination Payment calculated pursuant to Article 15.4 plus all other amounts due and payable to the Service Provider under this Agreement as of the termination date, which amounts shall be due and payable to the service provider within Fifteen (15) Business Days from the date of termination.

- (b) At all times following an Event of Default by the Customer until the termination of this Agreement as provided in Article 15.2, the Service Provider shall have the right, but not the obligation, to deliver the Solar Power to the Customer and the Customer shall be obligated to receive and pay for such solar Power in accordance with this Agreement.

15.3.2 Event of Default by the Service Provider

If there has occurred an Event of Default by the Service Provider pursuant to Article 15.1.1 of this Agreement, the Customer shall, in addition to any legal and equitable rights and remedies, have the right to terminate this Agreement in accordance with Article 15.2. Following such termination, (i) The Service provider shall remove the System from the Site within one hundred twenty (120) days after such termination, and shall, subject to natural wear and tear, make promptly any repairs necessary to repair any damage to the Premises caused by the removal of the System by the Service Provider and not attributable to the acts or omission of the Customer, and (ii) the Customer shall pay to the Service Provider the delivery of through electronic funds transfer/RTGs, all amounts due and



Customer

For Solar Quest Projects Three Pvt. Ltd

Service Provider
Authorised Representative

payable to the Service Provider under this Agreement upto the termination date, which amounts shall be due and payable to the Service Provider within Fifteen (15) Business Days from the date of termination.

15.3.3 Reservation of Rights

Neither termination of this Agreement nor the exercise of any other rights or remedies pursuant to Article 15 shall be a waiver of the non-defaulting Party's right to pursue any other remedy in this Agreement or available in Law or in equity or otherwise.

15.4 Termination Payment

15.4.1 Upon early termination of this Agreement in accordance with Article 15.3.1, being termination upon an event of default attributable to the customer, the Customer shall pay to the Service provider at the time of delivery of the notice of termination, through electronic funds transfer/Cheque, the Early Termination Payment amount calculated pursuant to Article 15.4.2.

15.4.2 For purposes hereof, the "Early Termination Payment" shall be an amount computed in accordance with Annexure 2 of this Agreement.

15.5 Substitute Solar Energy Agreement

At any point of time during the Term, if the customer, directly or indirectly or voluntarily or involuntarily, intends to discontinue its occupation and/or ownership of the Premises, the customer shall be obligated to purchase the System as set forth in Article 13 prior to the discontinuance of its occupation and/or ownership of the Premises, unless this Agreement is assigned to the successor occupant/owner of the Premises with the prior written consent of the Service Providers such that the successor occupant steps into the shoes of the Customer under the Agreement and agrees to abide by all the terms and conditions applicable to the Customer under this Agreement including purchase of Output from and payment of Tariff to the Service Provider.

16. Article 16: LIABILITY AND INDEMNIFICATION

16.1 Customer's Liability:

In the event any loss or damage to the System, directly or indirectly, as a result of any act or omission attributable to the Customer, its employees, agents, contractors, second-tier contractors, designates or invitees or the failure of the Customer to reasonably protect the System from trespass or other unauthorized access as provided herein, the Customer shall pay to the Service Provider (i) all losses, costs and experience incurred or suffered by the Service Provider as a result of such loss or damage to the System and (ii) subject to clause 11.5, an amount equivalent to the Unit Price, multiplied by unit of the Deemed Generation of Solar Power which would have otherwise produced if there was no damage or loss to the System till the replacement or rectification of the System. The time allotted for replacement and rectification of the system shall be governed by a Severity Level Clause (Annexure 5).

16.2 Service Provider Liability:

The service Provider agrees to pay the Customer, reasonable costs and expenses relating to any repairs or loss of the Premises or the Site or the Customer's property on the Premises or the Site, to the extent such repairs or loss has resulted from the action or inaction of the Service Provider or any of his contractors, second-tier contractors, agents, employees, and not attributable to the acts or omission of the Customer.

16.3 Disruption in Delivery

In the event that the System is capable of generating and delivering output to Customer, but the Customer does not accept delivery of such Output (except for a Force Majeure Event), the Customer agrees to pay the Service Provider for the Deemed Generation, not delivered.

16.4 Mutual General Indemnity

The Parties assure each other that the representations made herein are true and correct. Either Party undertakes to indemnify the other for any loss or damage which the other Party may incur on account of ~~indefiniteness~~ or false representations or averments. Either Party undertakes to indemnify



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V. S. Srinivasan
Service Provider
Authorized Representative

the other for any loss or damage which the other party may sustain due to negligent or intentional acts or omissions of the Indemnifying Party or its failure to comply with the provisions of this Agreement.

16.5 Limitation of Liability

Except as provided under the Agreement, neither Party nor its directors, officers, shareholders, partners, members, agents, employees, subcontractors or suppliers shall be liable for any loss of revenue, loss of profit, loss of opportunities, loss of use, loss of production, loss of contracts or for any other financial or economic loss whatsoever nor for any indirect or consequential loss of any kind arising out of their performance or non-performance hereunder and under the law of torts, except those arising from any fraud, intentional or willful misconduct or illegal or unlawful acts on its part.

17.ARTICLE 17: DISPUTE RESOLUTION

17.1 Governing Law:

This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of appropriate courts in Chennai.

17.2 Amicable Settlement and Dispute Resolution:

17.2.1 Either party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement or the breach, termination or invalidity of the Agreement hereof ("Dispute") by giving a written notice (the "Dispute Notice") to the other Party, which shall contain:

- (a) A description of the Dispute
- (b) The grounds for such Dispute; and
- (c) All written material in support of his claim.

17.2.2 The other Party shall, within thirty (30) days of receipt of Dispute Notice issued under Article 17.2.1, furnish:

- (a) Counter-claim and defenses, if any, regarding the Dispute; and
- (b) All written material in support of his defenses and counter claim.

17.2.3 Both the Parties shall attempt in the first instance to amicably settle the Dispute by mutual discussions between the Parties within thirty (30) days (i) from the date of receipts of counter claims or defense by the other Party as per Article 17.2.2 or (ii) from receipt of Dispute Notice by any Party pursuant to Article 17.2.1 if other the party does not furnish any counter claim or defense in accordance with the provisions of Article 17.2.2. If the Parties fail to resolve the Dispute amicably as above, the Dispute shall be referred for dispute resolution in accordance with Article 17.3.

17.3 Dispute Resolution

17.3.1 Dispute Resolution by the Arbitration

If both the Parties are not able to resolve the Dispute amicably in accordance with Article 17.2, such Dispute shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996:

- (a) The arbitration shall be conducted by a sole arbitrator who shall be mutually appointed by the Service Provider and the Consumer or in case of disagreement as to the appointment of the sole arbitrator, by a panel of 3 (three) arbitrators. Of the said 3 (three) arbitrators, each Party shall nominate one arbitrator and the two arbitrators so nominated shall appoint a third arbitrator, who shall preside over the arbitration proceedings, with in a period of one month from the date of disagreement. The seat and venue of arbitration shall be at Chennai



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Customer

Service Provider
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and arbitration proceedings shall be conducted in English Language. The award passed in such arbitration proceedings shall be final and conclusive upon the Parties.

- (b) The provisions of this Article shall survive even after the termination of this Agreement for any reason whatsoever.

17.4 Parties to Perform Obligations

17.4.1 Notwithstanding the existence of any Dispute and difference referred to the Arbitration as provided in Article 17.3 and save as the Arbitrator may otherwise direct by a final or interim award, the Parties hereto shall continue to perform their respective obligations (which are not in dispute) under this Agreement throughout the Term of the Agreement and the Customer shall make the payments against the Monthly Invoices, other than those invoices under disputes.

18. ARTICLE 18: MISCELLANEOUS PROVISIONS

18.1 Representations and Warranties

Each Party represents and warrants to the other Party as of the Effective Date as follows:

- (a) The customer is a Public Sector Corporation and the service provider is a company duly organized and validly existing in the jurisdiction of his incorporation and is duly qualified to do business in all places where it is conducting his business, they have full power and authority to execute and deliver this Agreement.
- (b) This Agreement
 - (i) Has been duly authorized executed and delivered on their behalf by a duly authorized officer; and
 - (ii) Constitutes their legal, valid and binding obligation enforceable against them in accordance with all applicable laws and regulations.
- (c) The execution, delivery and performance of this Agreement does not and will not (a) except as provided in this Agreement, require any consent or approval of any person which has not been obtained; (b) violate the provisions of any Law, regulation or order of any Governmental Authority applicable to it, or the terms of any Government Approvals required for the Project that has been obtained by such Party; or (c) contravene its charter documents, resolutions or other organizational documents, or any other Agreement, lease or instrument to which it is a Party or by which it may be bound.
- (d) There is no lawsuit, arbitration, or legal, administrative or other proceeding or governmental investigation pending or, to the best of the knowledge of such Party, threatened against it with respect to the subject matter of this Agreement or that would affect in any way its ability to enter into or perform its obligations under this Agreement.
- (e) It has not received any written notice of any order being made, petition presented, resolution passed or meeting convened for its winding up (or other process whereby its business is terminated or its assets are distributed amongst the creditors or shareholders or other contributors) or for an administration order against it and there are no proceedings that it has received a written notice under any applicable insolvency, reorganization or similar applicable Laws concerning it.
- (f) All the representations, warranties, other statements made or information provided by it to the other Party under this Agreement are true, accurate, complete and not misleading as on the date of this Agreement and shall remain so through the Term of this Agreement.

18.2 Cumulative Rights

The rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies provided by Law or equity.

18.3 Amendment

This Agreement may only be amended or supplemented by a written agreement between the Parties.



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Service Provider Representative

18.4 Entire Agreement

The Agreement constitutes the entire agreement between the Parties relating to the subject matter of the Agreement and shall supersede all other prior understandings or agreements, both written and oral, between the Parties relating to the subject matter of the Agreement.

18.5 Third Party Beneficiaries/Assignment

18.5.1 This Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns and shall not be construed as creating any duty, standard of care or any liability to, any person not a party to this Agreement.

(a) This Agreement shall not be assigned by any Party other than by mutual consent between the Parties to be evidenced in writing. Provided that, such consent shall not be required if the Service Provider seeks to transfer to any Affiliate all of its rights and obligations under this Agreement.

(b) Provided further that any successor (S) or permitted assign(s) identified after mutual agreement between the Parties may be required to execute a new agreement on the same terms and conditions as are included in this Agreement.

18.6 No Party Deemed Drafter

The Parties agree that no Party shall be deemed to be the drafter of this Agreement and that in the event this Agreement is ever construed by arbitrator or by a Court of Law, no inference shall be drawn against either Party on account of this Agreement or any provision hereof being drafted by them.

18.7 No Agency

This Agreement is not intended and shall not be construed to create any association joint venture, agency relationship or partnership between the Parties or to impose any such 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 as or be an agent or representative of, or otherwise bind, the other Party. Each Party assumes full responsibility for the acts and omissions of its employees and agents.

18.8 Waiver

18.8.1 No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless it is in writing duly executed by an authorized representative of such Party.

18.8.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

18.9 Counterparts

The Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

18.10 Costs

Except as otherwise provided in the Agreement, each Party shall be responsible for its own costs, charges and expenses (including those of its affiliates) incurred in connection with the negotiation, preparation, entering into and completion of the Agreement and the consummation of the transactions contemplated herein. The stamp duty on this Agreement shall be paid by Service Provider.



Customer

For Solar Quest Projects Three Pvt. Ltd

Service Provider Representative

18.11. Confidentiality

18.11.1 The Parties undertake to hold in confidence this Agreement and not to disclose to any third parties the terms and conditions of the transaction contemplated herein and all documents and other information, whether technical or commercial, relating to the design, financing, construction, ownership, operation or maintenance of the Project supplied to a Party by or on behalf of the other Party that is of a confidential nature or is designated as such ("Confidential Information") without the prior written consent of the other Party, except:

- (a) To their professional advisors
- (b) To their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or
- (c) Disclosures required under Law.

18.11.2 The provisions of Paragraph 18.11.1 above shall not apply to any information.

- (a) That is or becomes available to the public other than by breach of this Agreement.
- (b) That is in or comes into the possession of the receiving party prior to the aforesaid publication or disclosure by the other Party and was or is not obtained under any obligation of confidentiality.
- (c) That was or is obtained from a third Party who is free to divulge the same and was or is not obtained under any obligation of confidentiality; or
- (d) That is required by Law or appropriate regulatory authorities to be disclosed, provided that the Party supplying the information is notified of any such requirement at least five (5) business days prior to such disclosure and the disclosure is limited to the maximum extent possible.

18.12 Severability

The invalidity or unenforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remaining portion of this Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.

18.13. Liens

The Customer 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.

18.14 Notices

18.14.1 All Monthly Invoices, notices, requests, consents or other communications which are required to be given under this Agreement shall be in writing and in the English language. If any of the Agreements, correspondence, communications or documents are prepared in any language, other than English, the English translation of such Agreements, correspondence, communications or documents shall prevail in matters of interpretation.

18.14.2 All notices, request, consents or other communications which are required must be delivered personally or by registered post or facsimile or email or any other method duly acknowledged by the recipient to the addresses below.

If delivered to the Service Provider.

Address: Solar Quest Projects Three Private Limited, C/o Hem Chand Dhariwal, Gokhley Marg, Police Line, 1st Crossing, Ajmer - 305 001

Attention: Mr. Pranjal Dhariwal, Managing Director, Solar Quest Projects Three Private Limited.

Email: pranjal@solarquest.in, tamilvanan@solarquest.in

Telephone Number: 96000 80961, +91 - 9566546608



Customer

For Solar Quest Projects Three Pvt. Ltd

[Handwritten Signature]

Service ~~Provided~~ Representative

18.14.3 If delivered to the Customer

Address: CMRL DEPOT, Poonamallee High Road, Koyambedu, Chennai-600 107

Attention: Mr. Rajesh Chaturvedi (Director S&O)

Email: rajesh.chaturvedi@cmrl.in

Telephone No: 044-23792231

18.14.4 All notices, requests, consents or communications given by facsimile shall be confirmed by sending a copy of the same in an envelope properly addressed to the appropriate Party for delivery by registered Post. All notices shall be deemed validly delivered upon receipt evidenced by an acknowledgement of the recipients unless the Party delivering the notice or communication can prove in case of delivery through the registered post that the recipient refused to acknowledge the receipt of the notice or communications despite efforts of the postal authorities.

18.14.5 Any Party may change the address and/or addresses (provided above) by a notice, of at least fifteen (15) days, to the other Party.

18.15 Restriction of Shareholders/Owner's Liability

18.15.1 Parties expressly agree and acknowledge that none of the shareholders or owners of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement.

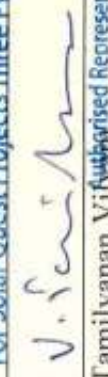


Customer

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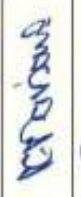
Serviced Representative

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

FOR & ON BEHALF OF		FOR & ON BEHALF OF	
CHENNAI METRO RAIL LIMITED		SOLAR QUEST PROJECTS THREE PRIVATE LIMITED	
Signature:		Signature:	
Name:	Mr. Rajesh Chaturvedi	Name:	Tamilvanan V. Senthil Kumar
Designation:	(Director S&O)	Designation:	Authorized Signatory

For Solar Quest Projects Three Pvt. Ltd

Authorized Representative

WITNESSES		WITNESSES	
1) Signature:		1) Signature:	
Name:	K. Ravi Kumar	Name:	J. K. Solomon
Designation:	TGM/MEP	Designation:	Admins HR
2) Signature:		2) Signature:	
Name:	N. SARAVANAN	Name:	C. B. Janaki Raman
Designation:	Manager (MEP) CME.	Designation:	Design Manager



For Solar Quest Projects Three Pvt. Ltd


Authorized Representative
Service Provider

Annexure 1

Yearly Tariff for Solar Power Purchase

Following are the details of the tariff agreed by the parties.

The customer shall pay the solar power provider for solar power at the rate equal to Rs. 3.25/kWh which is levelized tariff as per SECI phase IV allocation.

Year wise tariff is all follows:

Tariff Stream for 25 years for M/s Solar Quest Projects Three Pvt Ltd.		
TARIFF STREAM FOR 25 YEARS		
S. No.	Year of Operation	Tariff (Rs/kWh)
1	Year 1 w.e.f date of commercial operation to 31st March of immediately succeeding Financial year	3.25
2	Year 2 w.e.f 1st April to 31st March of immediately succeeding Financial year	3.25
3	Year 3 w.e.f 1st April to 31st March of immediately succeeding Financial year	3.25
4	Year 4 w.e.f 1st April to 31st March of immediately succeeding Financial year	3.25
5	Year 5 w.e.f 1st April to 31st March of immediately succeeding Financial year	3.25
6	Year 6 w.e.f 1st April to 31st March of immediately succeeding Financial year	3.25
7	Year 7 w.e.f 1st April to 31st March of immediately succeeding Financial year	3.25
8	Year 8 w.e.f 1st April to 31st March of immediately succeeding Financial year	3.25
9	Year 9 w.e.f 1st April to 31st March of immediately succeeding Financial year	3.25
10	Year 10 w.e.f 1st April to 31st March of immediately succeeding Financial year	3.25
11	Year 11 w.e.f 1st April to 31st March of immediately succeeding Financial year	3.25
12	Year 12 w.e.f 1st April to 31st March of immediately succeeding Financial year	3.25
13	Year 13 w.e.f 1st April to 31st March of immediately succeeding Financial year	3.25
14	Year 14 w.e.f 1st April to 31st March of immediately succeeding Financial year	3.25
15	Year 15 w.e.f 1st April to 31st March of immediately succeeding Financial year	3.25
16	Year 16 w.e.f 1st April to 31st March of immediately succeeding Financial year	3.25
17	Year 17 w.e.f 1st April to 31st March of immediately succeeding Financial year	3.25
18	Year 18 w.e.f 1st April to 31st March of immediately succeeding Financial year	3.25
19	Year 19 w.e.f 1st April to 31st March of immediately succeeding Financial year	3.25
20	Year 20 w.e.f 1st April to 31st March of immediately succeeding Financial year	3.25
21	Year 21 w.e.f 1st April to 31st March of immediately succeeding Financial year	3.25
22	Year 22 w.e.f 1st April to 31st March of immediately succeeding Financial year	3.25
23	Year 23 w.e.f 1st April to 31st March of immediately succeeding Financial year	3.25
24	Year 24 w.e.f 1st April to 31st March of immediately succeeding Financial year	3.25
25	Year 25 w.e.f 1st April to 31st March of immediately succeeding Financial year	3.25



[Signature]
Customer

For Solar Quest Projects Three Pvt. Ltd

[Signature]
Service/Project Representative

Annexure-2

The following is the purchase value of the system over a period of 25 years.

This may be applicable under the following conditions.

1. If there is a Default as specified under Article 15 and as per the Termination payment as per Article 15.4.
2. The customer terminates the PPA before the 25 years PPA Tenure.
3. The Customer wishes to own the Project before the Tenure of the PPA.
4. The Solar Project is relocated or shifted owing to demolition of the Building, damage to the Building change of city plans or any other reason.

Initial cost of 663 kWp system @ Rs. 45/Watt

Year of Term (End of Term)	% of Initial Cost	Purchase Price in Lakhs
1 st Year	97%	289.40
2 nd Year	94%	280.45
3 rd Year	91%	271.50
4 th Year	88%	262.55
5 th Year	85%	253.60
6 th Year	82%	244.65
7 th Year	79%	235.70
8 th Year	76%	226.75
9 th Year	73%	217.80
10 th Year	70%	208.85
11 th Year	66%	196.91
12 th Year	62%	184.98
13 th Year	58%	173.04
14 th Year	54%	161.11
15 th Year	50%	149.18
16 th Year	46%	137.24
17 th Year	42%	125.31
18 th Year	38%	113.37
19 th Year	34%	101.44
20 th Year	30%	89.51
21 st Year	26%	77.57
22 nd Year	22%	65.64
23 rd Year	18%	53.70
24 th Year	14%	41.77
25 th Year	10%	29.84



[Signature]
Customer

For Solar Quest Projects Three Pvt. Ltd

[Signature]
Authorised Representative
Service Provider

Annexure 3

List of Statutory approval with Responsibility

1. To be obtained by the Service Provider:
 - *SECI Sanction for project as per SECI Guideline.
 - *SECI Inspection and Approval for plant commissioning.
 - *CEIG Inspection and approval for Grid Synchronization.
 - *Approval from Local DISCOM for Net Metering.

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[Signature]
Customer

For Solar Quest Projects Three Pvt. Ltd

[Signature]
Service Provider Representative

Annexure-4

Project:		288 kWp Solar On-Grid Power Project		
Location:		CMRL, Tiruvottiyur Metro Station		
Design Criteria				
		Expected Yearly Energy Generation Sheet		
End of Year	Yearly Degradation 'MWh' (Modules & System)	Global incident in coll. Plane (Glob. Inc) 'kWh/Sq. mtr Yearly	Energy injected into grid (E_Grid) 'MWh' Yearly 'A'	
	Degradation consider in PV system generation data			
1.	1.0%	1946	417.60	
2.	1.0%	1946	413.42	
3.	1.0%	1946	409.29	
4.	1.0%	1946	405.20	
5.	1.0%	1946	401.14	
6.	1.0%	1946	397.13	
7.	1.0%	1946	393.16	
8.	1.0%	1946	389.23	
9.	1.0%	1946	385.34	
10.	1.0%	1946	381.48	
11.	1.0%	1946	377.66	
12.	1.0%	1946	373.89	
13.	1.0%	1946	370.15	
14.	1.0%	1946	366.45	
15.	1.0%	1946	362.79	
16	1.0%	1946	359.16	
17	1.0%	1946	355.56	
18	1.0%	1946	352.00	
19	1.0%	1946	348.49	
20	1.0%	1946	345.00	
21	1.0%	1946	341.55	
22	1.0%	1946	338.14	
23	1.0%	1946	334.75	
24	1.0%	1946	331.41	
25	1.0%	1946	328.10	



Customer

For Solar Quest Projects Three Pvt. Ltd

Service ~~Provided~~ Representative

Project:	375 kWp Solar On-Grid Power Project			
Location:	CMRL, Wimco Nagar Metro Station			
Design Criteria	Expected Yearly Energy Generation Sheet			
End of Year	Yearly Degradation 'MWh' (Modules & System)	Global incident in coll. Plane (GlobInc) 'kWh/Sq. mtr Yearly	Energy injected into grid (E_Grid) 'MWh' Yearly 'A'	
	Degradation consider in PV system generation data			
1.	1.0%	1946	543.75	
2.	1.0%	1946	538.31	
3.	1.0%	1946	532.93	
4.	1.0%	1946	527.60	
5.	1.0%	1946	522.31	
6.	1.0%	1946	517.10	
7.	1.0%	1946	511.93	
8.	1.0%	1946	506.81	
9.	1.0%	1946	501.75	
10.	1.0%	1946	496.72	
11.	1.0%	1946	491.75	
12.	1.0%	1946	486.84	
13.	1.0%	1946	481.96	
14.	1.0%	1946	477.15	
15.	1.0%	1946	472.38	
16.	1.0%	1946	467.66	
17.	1.0%	1946	462.97	
18.	1.0%	1946	458.34	
19.	1.0%	1946	453.76	
20.	1.0%	1946	449.23	
21.	1.0%	1946	444.73	
22.	1.0%	1946	440.28	
23.	1.0%	1946	435.88	
24.	1.0%	1946	431.53	
25.	1.0%	1946	427.21	



Customer

For Solar Quest Projects Three Pvt. Ltd

[Signature]

Service Provider
Authorised Representative

Annexure-5

Severity levels of damages and Deemed Generation Period allotted to Power Producer.

Sr. No.	Levels of Severity	Damages under the Category	Period of corrective action and Deemed generation
1	Severity Level 1	Damage to complete system, and no generation is taking place.	45 days from the identification of damage
2	Severity Level 2	Damages to the system and partial generation are taking place. Modules or individual inverters are damaged or have been subjected to acts of theft	15 Days from the identification of Damage
3	Severity Level 3	Damage to the system but reduced generation is taking place. Cabling or Interconnection faults have taken place	7 Days from the Identification of Damage



(Signature)
Customer

For Solar Quest Projects Three Pvt. Ltd

(Signature)
Service Representative