

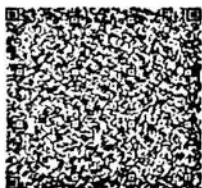
**Government of National Capital Territory of Delhi**

₹100

## e-Stamp

|                           |                                                 |
|---------------------------|-------------------------------------------------|
| Certificate No.           | : IN-DL82630845268576U                          |
| Certificate Issued Date   | : 28-Jan-2022 03:38 PM                          |
| Account Reference         | : IMPACC (IV)/ dl787703/ DELHI/ DL-DLH          |
| Unique Doc. Reference     | : SUBIN-DL78770355810465313700U                 |
| Purchased by              | : NATIONAL CAPITAL REGION TRANSPORT CORPORATION |
| Description of Document   | : Article 5 General Agreement                   |
| Property Description      | : Not Applicable                                |
| Consideration Price (Rs.) | : 0<br>(Zero)                                   |
| First Party               | : NATIONAL CAPITAL REGION TRANSPORT CORPORATION |
| Second Party              | : SOLAR QUEST PROJECTS FOUR PVT LTD             |
| Stamp Duty Paid By        | : NATIONAL CAPITAL REGION TRANSPORT CORPORATION |
| Stamp Duty Amount(Rs.)    | : 100<br>(One Hundred only)                     |

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Please write or type below this line

## POWER PURCHASE / CONTRACT AGREEMENT

**THIS POWER PURCHASE AGREEMENT** is made at Delhi on 1<sup>st</sup> Day Feb, 2022

## Between

**Solar Quest Projects Four Private Limited** a company incorporated in India under the provisions of the Companies Act 1956, with its registered office at Shubh, Gokhley Marg, Police Lines, 1<sup>st</sup> Crossing, Ajmer - 305001 hereinafter referred to as the **"Power Producer"** (which expression shall unless repugnant to the context mean and include its successors

**Solar Quest Projects Four Pvt. Ltd.**



Pinar  
Director

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**Statutory Alert:**

1. The authenticity of this e-Stamp certificate should be verified at [www.shcitesstamp.com](http://www.shcitesstamp.com) or using e-Stamp Mobile App of Stock Holding Corporation of India Ltd. Any discrepancy in the details on the Certificate and as available on the e-Stamp Mobile App renders it invalid.

2. The onus of checking the legitimacy is on the users of the certificate.

3. In case of any discrepancy please inform the Competent Authority.

and assigns);

AND

**National Capital Region Transport Corporation**, a joint venture company of Central Government and Participating state Governments incorporated under the Company Act, 1956, having its registered office at GatiShakti, INA, New Delhi - 110023, India, hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context mean and include its successors and assigns).

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

WHEREAS;

- A. The NCRTC had invited proposals by its IFB No. DM/EL/COR-OF/133 dated 5<sup>th</sup> March 2021 (the "Bid") for work of "Design, Engineering, Supply, Installation, Testing & Commissioning and Comprehensive Operation & Maintenance of Roof Top Solar PV Project and associated support structure works on RESCO Model for a period of 25 years in Delhi - Ghaziabad - Meerut RRTS Corridor of NCRTC (the Project)."
- B. For selection of bidders for Implementation of Roof Top Solar PV System at RRTS Stations of NCRTC. NCRTC had prescribed the technical and commercial terms and conditions and invited open e-bids pursuant to the IFB no DM/EL/COR-OF/133 for undertaking the Project.
- C. After evaluation of the bids received, the NCRTC notified M/s Solar Quest LLP as the Successful Bidder for "Design, Engineering, Supply, Erection of suitable structure, Testing & Commissioning of the roof top solar PV project including Operation and Comprehensive Maintenance (O&M) of the project for a period of 25 years after commissioning of plants" and has been awarded 3.7 MWp of capacity as per Technical Specification & other details of work "Design, Engineering, Supply, Installation, Testing & Commissioning and Comprehensive Operation & Maintenance of Roof Top Solar PV Project and associated support structure works on RESCO Model for a period of 25 years in Delhi - Ghaziabad - Meerut RRTS Corridor of NCRTC", and issued its Letter of acceptance dated 19.08.2021 (hereinafter called the "LOA") to the Successful Bidder requiring, inter alia, the execution of this Power Purchase Agreement within 60 days of the date of issue thereof.
- D. Pursuant to clause 4.1 of ITB, the Successful Bidder has since promoted and incorporated the Project Company ("Power Producer" herein) as a Solar Quest Projects Four Private Limited, company under the Companies Act 2013, and has requested the NCRTC vide its letter dated 8<sup>th</sup> October 2021, supported with its Board Resolution(s) dated 8<sup>th</sup> October 2021, to accept the Project Company as the entity which shall undertake and perform the obligations and exercise the rights of the Successful Bidder under the LOA, including the obligations to enter into this Agreement pursuant to the LOA for executing the Project.
- E. By its letter dated 8<sup>th</sup> October 2021, supported by its Board Resolution, the said Project Company (Power Producer herein) has also joined in the said request of the Successful Bidder to the NCRTC to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the Successful Bidder including the obligations to enter into this Agreement pursuant to the LOA. The Power Producer herein/Project Company has further represented to the effect that it has been promoted by the



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For Solar Quest Projects Four Pvt. Ltd.  
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Director

successful bidder for the purpose thereof.

- F. The Power Producer herein/Project Company has agreed to install and operate a solar photovoltaic power plant of 3.7 MWp capacity (the "Project") at the Premises as defined in Bid document and supply the entire Solar Power of the Project to the Employer on the terms and conditions contained in this Agreement.
- G. The NCRTC has agreed to the said request of the Successful Bidder and the Power Producer herein, and has accordingly agreed to enter into this Agreement with the Power Producer herein for execution of the Project, subject to and on the terms and conditions set forth hereinafter.
- H. The Purchaser has agreed to purchase the entire Solar Power of the Project on the terms and conditions contained in this Agreement.

The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

- i. Power Purchase Agreement/Contract Agreement,
- ii. Letter of Acceptance dated 19.08.2021.
- iii. Performance Security vide DD No-038895, dated 16.09.2021 for INR 40,00,000/-.
- iv. Letter of Technical Bid,
- v. Price Bid including completed schedules and Bill of Quantities,
- vi. Addenda/Corrigenda Nos 1,2,3,4,5 & 6 and replies to pre-bid queries.
- vii. Special Condition of Contract,
- viii. General Conditions of Contract,
- ix. Employer's requirements
- x. Specifications,
- xi. Drawings,
- xii. Technical Bid of the bidder including replies to post bid queries, if any.
- xiii. Invitation for bid, instructions to bidder, bid data sheet, evaluation and qualification criteria and bidding forms.
- xiv. Any other Document

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



For Solar Quest Projects Four Pvt. Ltd.

*P. J. - 2*  
Director

## Definitions and Interpretation

### 1.1 Definitions

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

- (a) **"Actual Monthly Production"** means the amount of energy recorded by the Main Metering System during each calendar month of the Term;
- (b) **"Affiliate"** "Affiliate" shall mean a company that either directly or indirectly
  - i. Control or
  - ii. Is controlled by or
  - iii. Is under common control withBidding Company and "control" means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company ;
- (c) **"Agreement"** means this Power Purchase Agreement executed hereof, including the schedules, amendments, modifications and supplements made in writing by the Parties from time to time;
- (d) **"Applicable Law"** means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of 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 by such Governmental Authority;
- (e) **"Assignment"** has the meaning set forth in clause 14.1;
- (f) **"Business Day"** means any day other than Sunday or any other day on which banks in Delhi (or NCR) are required or authorized by Applicable Law to be closed for business;
- (g) **"Commercial Operation Date"** has the meaning set forth in clause 4.3 (b);
- (h) **"Confidential Information"** has the meaning set forth in clause 15;
- (i) **"Consents, Clearances and Permits"** shall mean all authorizations, 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;
- (j) **"Contingent Liability"** that is not now fixed and absolute but which may become so in case of the occurrence of some future event.
- (k) **"Deemed Generation"** has the meaning set forth in Clause 5.3(b);
- (l) **"Delivery Point"** shall be the as per site location listed set forth in schedule-VII and/or at a location mutually agreed by the Parties, in line with applicable regulation/rules where Solar Power is delivered by the Power Producer from the System to the Purchaser;
- (m) **"Dispute"** has the meaning set forth in Clause 17.8 (b);
- (n) **"Disruption Period"** has the meaning set forth in Clause 5.3(b);
- (o) **"Distribution Utility"** means the local electric distribution owner and operator providing electric distribution and interconnection services to Purchaser at the Premises;
- (p) **"Due Date"** has the meaning set forth in Clause 7.4;
- (q) **"Effective Date"** has the meaning set forth in Clause 2; For Solar Quest Projects Four Pvt





- (r) **"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 Clause 7.1;
- (s) **"Expiration Date"** means the date on which the Agreement terminates by reason of expiration of the Term;
- (t) **"Financing Party"** means, as applicable (i) any Person (or its agent) from whom the Power Producer (or an Affiliate of the Power Producer) leases the System, or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provide financing to the Power Producer (or an Affiliate of the Power Producer) with respect to the System;
- (u) **"Force Majeure Event"** has the meaning set forth in Clause 11.1;
- (v) **"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 this Agreement;
- (w) **"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.
- (x) **"Indemnified Persons"** means the Purchaser Indemnified Parties or the Power Producer Indemnified Parties, as the context requires.
- (y) **"Insolvency Event"** means with respect to a Party, that either:
  - (i) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee, administrator, liquidator or the like of itself or of all or a substantial part of its assets or business; (B) been unable to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary proceeding under any insolvency or bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; or (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or
  - (ii) It is clarified that a dissolution or liquidation will not be an Insolvency Event if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization, and the resulting company retains creditworthiness 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 perform them;
- (z) **"Installation Work"** means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for the Power Producer at the Premises.
- (aa) **"Invoice Date"** has the meaning set forth in Clause 7.2;
- (bb) **"Lender"** means such bank, or other financial institution, including their successors and assignees, who have agreed to provide the Power Producer with debt financing of the Project.



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For Solar Quest Projects Four Pvt. Ltd.  
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- (cc) **"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 any indemnity obligation);
- (dd) **"Main Metering System"** means all meter(s) and metering devices owned by the Power Producer and installed at the Delivery Point for measuring and recording the delivery and receipt of energy;
- (ee) **"Metering Date"** means the first Business Day of each calendar month subsequent to the month in which the Solar Power is generated by the Power Producer. The billable units shall be equal to the difference between the meter reading on the Metering Date and the meter reading on the previous month's Metering Date;
- (ff) **"Party" or "Parties"** has the meaning set forth in the preamble to this Agreement;
- (gg) **"Performance Ratio"**
- (hh) **"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;
- (ii) **"Power Producer Default"** has the meaning set forth in Clause 12.1(a);
- (jj) **"Power Producer Indemnified Parties"** has the meaning set forth in Clause 16.1;
- (kk) **"Premises"** means the premises described in Schedule 1 to this Agreement. For the avoidance of doubt, the Premises includes the entirety of any structures and underlying real property located at the address described in Schedule 1 to this Agreement;
- (ll) **"Purchase Date"** means the date on which title to the System transfers to the Purchaser pursuant to the Purchaser exercising its purchase option under Clause 3.2;
- (mm) **"Purchase Price"** means the fee payable by Purchaser to the Power Producer under the circumstances described in Clause 3.2, Clause 5.3(a) or Clause 12.2 (b);
- (nn) **"Purchaser Default"** has the meaning set forth in Clause 12.2(a);
- (oo) **"Purchaser Indemnified Parties"** has the meaning set forth in Clause 16.1;
- (pp) **"Representative"** has the meaning set forth in Clause 8.2;
- (qq) **"Scheduled Completion Date"** has the meaning set forth in Clause 4.1 (g);
- (rr) **"Security Interest"** has the meaning set forth in Clause 9.2;
- (ss) **"Selectee"** means a new company (i) proposed by the Lenders pursuant to Clause 12.1 read with Schedule VI hereof and approved by the Purchaser (ii) or proposed by the Purchaser in accordance with Schedule VI hereof and approved by the Lenders, for substituting the Power Producer for the residual



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For Solar Quest Projects Four Pvt. Ltd.  
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Director

period of the Agreement by amendment of the Agreement or by execution of a fresh power purchase agreement in accordance with the terms and conditions contained in the said Schedule.

- (tt) **"Solar Power"** means the supply of electrical energy output from the System;
- (uu) **"Solar Power Payment"** has the meaning set forth in Clause 7.1;
- (vv) **"System/Plant"** 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;
- (ww) **"System Operations"** means the Power Producer's operation, maintenance and repair of the System performed in accordance the requirements herein;
- (xx) **"Tariff"** means the price per kWh quoted by the successful bidder and tariff shall be fixed for 25 years of O&M;
- (yy) **"Term"** has the meaning set forth in Clause 3.1;
- (zz) **"Transfer Time"** has the meaning set forth in Clause 5.3(a).

## 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 above defined documents in para (H) including 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 this Agreement, unless the context otherwise requires (i) words imparting singular connotation shall include plural and vice versa; (ii) the words "include", "includes", and "including" mean include, includes, and including "without limitation" and (iii) the words "hereof", "hereto", "herein" and "hereunder" and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement.

## 2. Effective Date

**Effective Date** means the date of commencement.

## 3. Term and Termination

### 3.1 Term

The term of the Agreement shall commence on the Effective Date and shall continue for twenty five (25) years from the Commercial Operations Date (the **"Term"**), unless and until terminated earlier pursuant to the provisions of the Agreement. After the Term, the ownership of the System shall be transferred to the Purchaser free of cost.

For Solar Quest Projects Four Pvt. Ltd.

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Director



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### 3.2 Purchase Option

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

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

### 4.1 Installation Work

- (a) The Power Producer will cause the Project Design, Engineering, Supply, Erection of suitable structure, Testing & Commissioning of the 3.7 MWp rooftop solar PV project including Operation and Comprehensive Maintenance (O&M) of the project for a period of 25 years after commissioning of projects in accordance with **Contract DM/EL/COR-OF/133 dated 19<sup>th</sup> August 2021 of NCRTC and the site wise details attached as Schedule I hereto.** The Power Producer shall provide to the Purchaser a bill of materials listing the major equipment constituting the System. **Such bill of materials shall be provided within 30 days of the Commercial Operation Date.**
- (b) The Power Producer shall have access as reasonably permitted by the Purchaser to perform the Installation Work at the Premises in a manner that minimizes inconvenience to and interference with the use of the Premises to the extent commercially practical.
- (c) It is agreed between the Parties that the Power Producer shall commission the System with a capacity of approximately 3.7 MWp.
- (d) The Power Producer shall provide and lay the dedicated electrical cables for transmission of Solar Power from the System up to the Delivery Point. Transmission or distribution of Solar Power beyond this point will be the responsibility of the Purchaser. The Delivery Point shall be where the Main Metering System is located.
- (e) Unless otherwise agreed between the Parties, the Power Producer shall not do (a) chipping of rooftop; or (b) water proofing of roof to be disturbed (c) carry out any other modification of the Premises without the written consent of the Purchaser. The Power Producer shall maintain general cleanliness of area around the Plant during construction and operation period of the Project. In case any damages are caused to the equipment / facilities owned by the



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For Solar Guest Projects Four Pvt. L

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Direct



Purchaser due to the Power Producer, the same shall be made good / rectified by the Power Producer at their cost. In case of making good the payment for damages, the computation of damages made by Purchaser shall be final and binding.

- (f) The Power Producer shall, within thirty (30) days of the Effective Date, submit to the Purchaser shop drawings of the Project for approval ("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 ten (10) days of the date of submission of the Shop Drawings. Any delay will extend the effective date and such approval shall not be unreasonably withheld.
- (g) Subject to any punch-list items which shall be agreed by the Purchaser as not being material to completion of the Project, the Power Producer agrees that it shall achieve the completion of the Project / Commissioning of the Project within 15 Months from the date of issue of Letter of acceptance. ("Scheduled Completion Date") Purchaser shall ensure that sufficient load is available at the Delivery Point to ensure synchronization and drawl of power from System.
- (h) If the Power Producer is unable to commence supply of Solar Power to the Purchaser by the Scheduled Completion Date, other than for the reasons specified in Article 11 and 12.2 (Force Majeure or Purchasers Default), the Power Producer or its contractor shall pay to NCRTC genuine **pre- estimated liquidated damages** for the delay in such commencement of supply of Solar Power as per the clause of the NCRTC Bidding document appended as Schedule-VII to this Agreement.
- (i) The 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 laws through the Term of the Agreement.
- (j) Power Producer shall install New and Un-used Solar plant at the designated location of Power Purchaser.
- (k) Power Producer shall fulfill all obligations undertaken by it under this Agreement.

#### **4.2 Approvals and Permits**

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

#### **4.3 System Acceptance Testing**

- (a) The Power Producer shall give 15days advance notice to conduct the testing of the Plant and in the presence of Purchaser's designated representative conduct testing of the SPV Plant in accordance with procedure as approved by NCRTC.
- (b) If the results of such testing indicate that the System is capable of generating electrical energy (3700 kWp) for 05 continuous hours using such instruments and meters as have been installed for such purposes, then the Power Producer shall send a written notice to Purchaser to that effect, and the date of successful conducting of such tests and injection of Power at Delivery Point shall be the



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For Solar Quest Projects Four Pvt. Ltd.

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Director

**"Commercial Operation Date."**

**\*\* Capacity of Installed plant.**

**5. System Operations**

**5.1 The Power Producer as Owner and Operator**

The System will be legally and beneficially owned by the Power Producer and will be operated and maintained and, as necessary, repaired by the Power Producer at its sole cost and expense; provided, that any repair or maintenance costs incurred by the Power Producer as a result of Purchaser's negligence or breach of its obligations hereunder shall be reimbursed in full by Purchaser.

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

To get the benefit of CDM/REC from generating Solar power, Power Producer will be responsible for doing all necessary documentation, payment of fees, and site compliances etc. for registration with concerned departments. If required, the Developer may appoint a consultant who shall follow up for trading CDM/REC in International Exchanges. All the charges for the same shall be borne by Power Producer. The amount accrued thereof shall be divided in the ratio of 20:40:40 (20% to the consultant and 40% each to the Power Producer and Power Purchaser). In case no consultant is appointed, the accruals shall be divided in the ratio of 60:40 (60% to the Power Producer).

**5.2 Metering**

- (a) The Power Producer shall install the Main Metering System at the Delivery Point for the measurement of electrical energy produced by the System.
- (b) The meter will be read by the Power Producer's personnel on the Metering Date. The authorized representative of the Purchaser shall be present at the time of meter reading. Both the Parties shall sign a joint meter reading report. However, in case the Joint Meter Reading Report is not signed in the first three Business days of any month due to non-availability of the Purchaser's authorized representative, the report signed by the Power Producers shall be considered as Joint Meter Reading Report. The Parties agree that such Joint meter reading Report shall be final and binding on the Parties.
- (c) The Main Metering System at the Delivery Point and any additional meters required by Applicable Law shall be tested, maintained and owned by the Power Producer.
- (d) The Purchaser may, at its own discretion, install a check meter, at its cost, to verify the measurements of the Main Metering System.
- (e) The risk and title to the Solar Power supplied by the Power Producer shall pass to the Purchaser at the Delivery Point.
- (f) The power producer shall obtain the net metering from discoms for these plants installed. The Joint Meter Reading (JMR) will be done after the receipt of net metering permission.

**5.3 System Disruptions**



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For Solar Quest Projects Four Pvt. Ltd.

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Director

## (a) Unavailability of Premises

If, for reasons other than the Power Producer's breach of its obligations herein, the Power Producer ceases to have access rights to the Premises as necessary to operate and maintain the System prior to the Expiration Date, then the Power Producer shall be entitled to terminate the Agreement. Purchaser shall pay the Purchase Price to the Power Producer.

## (b) Roof Repair and other System Disruptions

In the event that (a) the Purchaser repairs the Premises' roof for any reason not directly related to damage, if any, caused by the System, and such repair requires the partial or complete temporary disassembly or movement of the System, or (b) any act or omission of Purchaser or Purchaser's employees, Affiliates, agents or subcontractors (collectively, a "Purchaser Act") results in a disruption or outage in System production, and such events attributable to Purchaser except Force Majeure, then, in either case, Purchaser shall (i) pay the Power Producer for all work required by the Power Producer to disassemble or move the System and (ii) continue to make all payments for the Solar Power during such period of System disruption (for continuous 24 generating hrs.) (the "Disruption Period"). For the purpose of calculating Solar Power Payments and lost revenue for such Disruption Period, Solar Power shall be deemed to have been produced at the average rate over the preceding twelve (12) months or, if the disruption occurs within the first twelve (12) months of operation, the average over such period of operation. ("Deemed Generation"). Power producer shall inform about the disruption or outage in System production, for reasons attributable to Purchaser in writing with date and time of such occurrence, and purchaser's liability shall start from the date of intimation of disruption or outage in system production, on account of purchaser.

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

The developer is responsible for the waterproofing of the roof disturbed/pierced for installation of Rooftop solar Power System for the Whole O&M period (25 Years). To ensure the water proofing a third party inspection jointly with power producer and power purchaser will be conducted annually. The developer should immediately take necessary action to repair any damage to the water proofing. NCRTC may impose suitable penalty for the delay caused to resolve the issue.

## 6. Delivery of Solar Power

### 6.1 Purchase Requirement

Purchaser agrees to purchase one hundred percent (100%) of the Solar Power generated by the System and made available by the Power Producer to Purchaser at the Delivery Point during each relevant month of the Term. In the event that the Power Purchaser is unable to off take 100% of the electricity generated, when it is generated, then Deemed Generation will apply. Moreover, if any part of the capacity of the Solar Power Plant is unable to operate at full capacity due to non-availability of load, Deemed Generation shall also apply subjected to furnishing of documentary evidence in support of the same.

### 6.2 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



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For Solar Quest Projects Four Pvt. Ltd.  
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Director



Schedule IV hereof.

If power producer is not able to meet CUF of minimum 13% in any year subject to acceptance degradation in modules as per tender penalty for lower performance shall be levied as scope of work of Bidding Document. If Power Producer does not pay the penalty, the performance bank guarantee is liable to be forfeited.

### 6.3 Suspension of Delivery

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

### 6.4 Title to the System

Throughout the duration of the Agreement, the Power Producer shall be the legal and beneficial owner of the System at all times, and the System shall remain the personal property of the Power Producer and shall not attach to or be deemed a part of, or fixture to, the Premises.

Purchaser covenants that it will use its best efforts to place all parties having an interest in or lien or encumbrance upon the real property comprising the Premises on notice of the ownership of the System and the legal status the System as the personal property of the Power Producer. If there is any mortgage or other security interest created or granted upon the Premises which could reasonably be construed as attaching to the System as a fixture of the Premises, Purchaser shall procure, at the Power Producer's request, a release from such lien holders.

## 7. Tariff and Payment

### 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 product of the Actual Monthly Production as recorded in Joint Meter Reading Report for the System for the relevant month multiplied by the Tariff irrespective of (i) whether any or all units of Solar Power has been drawn, consumed or utilized by Purchaser and/or (ii) whether any Solar Power has been injected, whether inadvertently or otherwise, into the grid of the Distribution Utility.

The Power Producer will bill the Purchaser for each kWh metered as above at the Delivery Point, at the Tariff prevailing at that point of time.

### 7.2 Invoice

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

### 7.3 The Invoice to the Purchaser shall include:

- (a) The Solar Power calculations for the relevant billing period;
- (b) Supporting data, documents and calculations in accordance with this Agreement;

### 7.4 Time of Payment

Employer / Purchaser shall pay all amounts due hereunder thirty (30) days after the date of the receipt of the invoice in employer's office ("Due Date").



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### Method of Payment

Employer shall make all payments under the Agreement by electronic funds transfer to the account designated by the Power Producer from time to time. All payments made hereunder shall be non-refundable, subject to the applicable tax deduction at source, and be made free and clear of any other tax, levy, assessment, duties or other charges and not subject to reduction, set-off, or adjustment of any kind. If the Purchaser deducts any tax at source, the Purchaser will issue a tax credit certificate as per law. The Contractor shall take necessary clearance/exemption and registration certificate for Income Tax/Other Taxes including custom duties /GST, as applicable.

### Late Payment

The employer shall not withhold payment of any part of an invoice for any amount properly due to the Contractor unless all the costs incurred by the employer above have been established and all documents, information, calculations and other deliverables necessary to enable the employer to complete the Services have been received.

In case the payment of any bill for charges payable under this contract is delayed beyond a period of 30 days from the date of presentation of bills by contractor, a late payment surcharge at the rate of 1.0% per month of certified bill amount shall be levied by the Power producer.

The Currency of Payment shall be Indian Rupees only.

### Disputed Payments

In the event that the Purchaser disputes an Invoice, it shall give notice of such a dispute within 15 days of receiving the Invoice setting out details of the disputed amount. The Purchaser shall pay by the Due Date 100% of any undisputed amount and in case the invoice is disputed, the Purchaser shall pay an amount based on average consumption of last three consecutive undisputed Invoices. Amount so recovered shall be subject to final adjustment on resolution of the dispute. Thereafter, the Parties shall discuss and try to resolve the disputed amount within a week of receipt of such notice of dispute. If the Parties resolve the dispute an appropriate adjustment shall be made in the next Invoice. If the dispute has not been resolved by the date of the next Invoice the dispute shall be referred to a committee of one member from each of Purchaser and Power Producer. If the dispute is still not resolved by the next following Invoice, it shall be referred to Arbitration.

### 7.8 Change in Law:

- (a) For the purpose of this Clause 7.8 the term "Change in law" shall mean the occurrence of any of the following events after the Bid due Date, resulting into any additional recurring / non-recurring expenditure by the Power Producer or any income to the Power Producer:
- (b) For the purpose of this Clause, the term "Change in law" shall mean the occurrence of any of the following events after the Bid submission due Date, resulting into any additional recurring / non-recurring expenditure by the Power Producer or any income to the Power Producer:
- (i) the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of



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- any Law, including rules and regulations framed pursuant to such Law; or
  - (ii) a change in the interpretation of any Law by any Governmental Authority having the legal power to interpret or apply such Law, or any competent court; or
  - (iii) the imposition of a requirement for obtaining any Government Approvals which was not required earlier; or
  - (iv) a change in the terms and conditions prescribed for obtaining any Government Approvals or the inclusion of any new terms or conditions for obtaining such Government Approvals; or
  - (v) any introduction of any tax made applicable for supply of power by the Power Producer as per the terms of this Agreement. Any benefit due to change in tax on the sale of solar energy shall be passed on to Purchaser.
  - (vi) However, change in the rate of any existing tax will not be considered a change in law. Any risk of change of tax rate whatsoever related to the work lies with the power producer.
  - (vii) Any benefit arising due to change in above para (i) to (vi) shall be passed on to the purchaser.  
But shall not include any change in any withholding tax on income or dividends distributed to the shareholders of the Power Producer.
- (c) Application and Principles for computing impact of Change in Law while determining the consequence of Change in Law under this Article, 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, the affected Party to the same economic position as if such Change in Law has not occurred and such impact shall be mutually decided.
- (d) Solar Power Payment Adjustment Payment on account of Change in Law Subject to provisions mentioned above, the adjustment in Solar Power Payment shall be effective from:
- (i) The date of adoption, promulgation, amendment, re-enactment or repeal of the Law or Change in Law; or
  - (ii) The date of order/judgment of the competent court or 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 Purchaser Default, the Power Producer shall provide 24X7 onsite/offsite monitoring and maintenance of the System throughout the period of this agreement at no additional cost



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- (c) The System shall meet minimum guaranteed generation with Performance Ratio (PR) at the time of commissioning and related Capacity Utilization Factor (CUF) as per the daily normalized irradiance levels of the location during the O&M period. PR shall be minimum of 75% at the time of inspection for initial Project acceptance.
- (d) **Governmental Approvals:** While providing the Installation Work, Solar Power and System Operations, the Power Producer shall obtain and maintain and secure all Governmental Approvals required to be obtained and maintained and secured by the Power Producer and to enable the Power Producer to perform such obligations.
- (e) The interconnection of the rooftop solar system with the network of the distribution licensee shall be made as per the technical standards for connectivity of distributed generated resources regulations 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 Laws pertaining to the health and safety of persons and real and personal property in pursuant to Section-06 Annexure-03 SHE of Part-II Bid Document.

## 8.2 Power Producer's Representatives

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

Name: Mr. Pranjali Dhariwal  
 Telephone: 9600080961  
 E-mail: pranjali@solarquest.in

The Power Producer designates the following individual as its representative and primary point of contact pertaining to performance of this Agreement following the Commercial Operation Date till termination:

Name: Mr. Pranjali Dhariwal  
 Telephone: 9600080961  
 E-mail: pranjali@solarquest.in

## 8.3 Purchaser's Covenants

Purchaser covenants and agrees to the following:

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



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the System or the Premises.

- (b) **Consents and Approvals:** Purchaser shall ensure that any authorizations required of Purchaser under this Agreement, including those required for installation of System at the Premises and to draw/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.
- (c) **Access to Premises, Grant of License:** Purchaser hereby grants to the Power Producer a license co-terminus with the Term, containing all the rights necessary for the Power Producer to use and occupy portions of the Premises for the installation, operation and maintenance of the System pursuant to the terms of this Agreement, including ingress and egress rights to the Premises for the Power Producer and its employees, agents, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the System with the Premises' electrical wiring with the consent and approval of the Purchaser's authorized representative identified by the Purchaser.
- (d) **Security:** Purchaser shall be responsible for maintaining the physical security of the Premises. Security and Insurance of Rooftop solar PV System and all of its components have Purchaser will not  
to be maintained by Power Producer.  
conduct activities on, in or about the Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System.
- (e) Regardless of whether Purchaser is owner of the Premises or leases the Premises from a landlord, Purchaser hereby covenants that (a) the Power Producer shall have access to the Premises and System during the Term of this Agreement and for so long as needed after termination to remove the System pursuant to the applicable provisions herein, and (b) neither Purchaser nor Purchaser's landlord will interfere or handle any of the Power Producer's equipment or the System without written authorization from the Power Producer.
- (f) **Temporary storage space during installation or removal:** Purchaser shall provide sufficient space at the Premises, if available, 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 or System removal, and access for rigging and material handling.
- (g) **Sunlight Easements:** Purchaser will take all reasonable actions as necessary to prevent other buildings, 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.
- (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.
- (i) **Water** – Power Producer shall arrange water, as per the requirements of the Power Producer, for periodic cleaning of the solar panels. If water is available



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with NCRTC, the raw water connection point may be provided by NCRTC at site. Power Producer obtains water by providing and laying pipes etc, from nearest water connection point made available. Water for cleaning of solar panels shall be made available to developer at chargeable basis. If water is not available with NCRTC, the developer has to arrange water for cleaning of solar panels.

- (j) **Auxiliary Power** – The purchaser shall provide sufficient auxiliary power to the power producer for the maintenance and operation of its system, if available and possible, at the rate it is paying to the DISCOM

## **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 represents 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 no 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 business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and
- (f) Its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

### **9.2 Representations Regarding Security Interest**

Purchaser has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected security interest (the "**Security Interest**") in the System to a Financing Party. Alternatively, the Power Producer may assign all its rights and liabilities w.r.to system under this Agreement to a Financing Party with prior consent of the Purchaser, such that the Financing Party becomes the owner of the System. In connection therewith, Purchaser represents and warrants as follows:

- (a) Purchaser is aware of no existing lease, mortgage, security interest or other interest in or lien upon the Premises that could attach to the System as an interest adverse to the Power Producer's Financing Party's Security Interest therein.



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- (b) Purchaser shall extend all co-operation necessary to the extent required to enable the Power Producer to assign its rights and liabilities to a Financing Party, in the event the Power Producer chooses to do so.

Any Financing Party shall be an intended third-party beneficiary of this Clause 9.2.

## **10. Taxes and Governmental Fees**

### **10.1 Purchaser Obligations**

Purchaser shall reimburse and pay for any taxes, fees or charges imposed or authorized by any Governmental Authority and paid by the Power Producer due to the Power Producer's sale of the Solar Power to Purchaser related to PPA clause 7.8.

### **10.2 Power Producer Obligations**

Subject to Clause 10.1 above, the Power Producer shall be responsible for all income taxes, GST 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 Purchaser's overall income or revenues except for any reduction in the taxes when the developer shall reimburse any amount accrued because of reduction in taxes.

## **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 the expenditure of reasonable sums). Subject to the foregoing conditions, "Force Majeure Event" shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lightning 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, Government actions due to epidemics/pandemic Like Covid-19, terrorist acts, or rebellion; - A Force Majeure Event shall not be based on the economic hardship of either Party.

### **11.2 Excused Performance**

Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement (other than the failure to pay amounts due hereunder), 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 Clause 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) resume performance of its obligations hereunder as soon as practicable thereafter; 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.



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### 11.3 Termination as a Consequence of Force Majeure Event

If a Force Majeure Event shall have occurred that has affected the Power Producer's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then Purchaser shall be entitled to terminate the Agreement upon ninety (90) days' prior written notice to the Power Producer. If at the end of such ninety (90) day period such Force Majeure Event shall still continue, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination), and the provisions of Clause 3.2 (Purchase Option) shall be inapplicable.

## 12. Default

### 12.1 Power Producer Defaults and Purchaser Remedies

- (a) **Power Producer Defaults:** The following events shall be defaults with respect to the Power Producer (each, a "Power Producer Default"):
- (i) An Insolvency Event shall have occurred with respect to the Power Producer;
  - (ii) Failure to achieve Commissioning of the System within one (1) year of the Effective Date; and
  - (iii) The Power Producer breaches any material term of the Agreement and (A) if such breach can be cured within sixty (60) days after Purchaser's written notice of such breach and the Power Producer fails to cure the same, or (B) the Power Producer fails to commence and pursue a cure within such sixty (60) days period if a longer cure period is needed.
  - (iv) The successful bidder shall be responsible for the energy generation of the Solar PV power plant for the whole O&M period of 25 years. If in any year of the term of agreement the energy generation is found to be less than the value committed by successful bidder through Schedule IV of PPA (calculated on the basis of minimum CUF of 13% with acceptable degradation values of 1% annually), a penalty amount as per formula below will be imposed to successful bidder. If successful bidder is unable to pay the penalty in the stipulated time (i.e. 30 Days), the same will be deducted from the subsequent bills and the balance amount will be paid to the bidder.

**Penalty = 2 X (committed generation as per Schedule-IV of PPA – Actual generation during the same period) X (Average cost of electricity from grid per unit at the end of that year applicable to power purchaser – applicable solar power tariff payable to power producer for that year).**

Example: Suppose bidder has committed for a generation of 1,31,400 kWh by a plant of 100 kWp for a particular year. The Average cost of electricity from grid is Rs. 7.00/kWh and solar tariff of that year is Rs. 3.00/kWh as per price bid. The actual energy generated by that plant for that year is 1,31,000. So the energy difference happened to be 400 kWh. Corresponding penalty imposed would be  $2 \times (131400 - 131000) \times (7 - 3) = \text{Rs. } 3200.00$

So the Penalty that should be paid to NCRTC for that year by the bidder would be Rs. 3200.00.

- (v) If power producer is not able to pay penalty on account of not meeting CUF of minimum 13% in any year subject to acceptable degradation in



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modules of 1%.

(b) **Purchaser's Remedies:**

- (i) If a Power Producer Default described in Clause 12.1(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Clause 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 Article, the Lenders 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. Such substitution of the Power Producer by a Selectee shall be as per the procedure prescribed in Schedule VI to this Agreement and prior approval of NCRTC. Selectee as aforesaid shall have the required qualification and experience as prescribed under the **Contract: DM/EL/COR-OF/133 dated 19.08.2021**
- (iii) In the event the Lender's total debt obligations have been completely satisfied at the time of issue of Purchaser's Preliminary Default Notice and upon the occurrence and continuation of Power Producer Default and the failure by the Power Producer to cure such default within the applicable cure period specified in this Article, the Purchaser may terminate this Agreement by serving a fifteen (15) days notice to the Power Producer ("**Purchaser Termination Notice**").
- (iv) Following the issue of Purchaser Preliminary Default Notice, it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Power Producer's Default having regard to all the circumstances. If the Power Producer Default is not cured within a period of sixty (60) days of the issue of Purchaser Preliminary Default Notice or any other such period mutually agreed upon by the Parties, the Purchaser shall have the right to terminate this Agreement by issuing a Purchaser Termination Notice.
- (v) Upon the delivery of the Purchaser Termination Notice, this Agreement shall stand terminated. The Power Producer shall have the liability to make payment within sixty (60) days from the date of Purchaser Termination Notice toward compensation to Purchaser equivalent to the difference between the Tariff and the grid rate notified by the relevant Government Authority for that point in time multiplied by the estimated Solar Power generated for a period of two (2) years following the termination, considered on normative capacity utilization factor.
- (vi) Save as otherwise provided in this agreement, Power Producer will be responsible for all liabilities and obligations (including contingent liabilities) in connection with the ownership, operation, maintenance or repair of the facility and the site prior to the termination of this agreement. Purchaser shall be responsible for all liabilities and obligations (including contingent liabilities) in respect of the same arising



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after the termination of this agreement save to the extent that these liabilities and obligations were caused by or attributable to a breach of power producer's obligations under this agreement prior to

the date of termination of this agreement. Power producer shall use its reasonable endeavors to mitigate the amount of the costs and expenses relating to liabilities and obligations (including contingent liabilities) in connection with the ownership, operation, maintenance or repair of the facility and the site and incurred between the termination date and the date on which transfer of the facility and the site to purchaser occurs.

- (vii) In the event that purchaser is required to settle any of these liabilities or perform obligations with respect to the period prior to termination of this agreement which are necessary in order to comply with prudent utility practice in order to continue to operate the facility and in connections with the site, any cost or expense reasonably incurred in connection therewith shall be subtracted from the Termination amount.

If the Power Producer fails to remove the System from the Premises within one month from the date of termination, the Purchaser shall be entitled to dispose of the System in any manner it deems fit

- (viii) Both the parties may exercise any other remedy they may have at law or equity or under the agreement.

## **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;
  - (ii) Purchaser breaches any material term of the Agreement if (A) such breach can be cured within sixty (60) days after the Power Producer's notice of such breach and Purchaser fails to so cure, or (B) Purchaser fails to commence and pursue said cure within such sixty (60) day period if a longer cure period is needed; and
  - (iii) Purchaser fails to pay the Power Producer any undisputed amount or, if the amount is disputed, an amount based on average consumption of last three consecutive undisputed Invoices to the Power Producer under Clause 7.7 of this Agreement within sixty (60) days from receipt of notice from the Power Producer of such past due amount.
- (b) **Power Producer's Remedies:** If a Purchaser Default described in Clause 12.2(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Clause 13, the Power Producer shall be entitled to terminate this Agreement by serving a Sixty (60) days notice and upon such termination, (A) the Power Producer shall be entitled to receive from Purchaser the Purchase Price. The Purchase Price payable shall be the Purchase Price specified in Schedule III that falls on such date. Upon the payment of the Purchase Price, the Power Producer shall cause the title of the System to transfer to the Purchaser; and (B) the Power Producer may exercise any other remedy it may have at law or equity or under the Agreement.



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### 13. Limitations of Liability

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

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

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

### 14. Assignment

#### 14.1 Assignment by Power Producer

(a) -This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. The Power Producer may sell, transfer or assign (collectively, an "Assignment") the System and/or the Agreement or any interest therein, to any person including to the Power Producer's Financing Party as collateral security in connection with any financing of the System, provided that such person agrees in writing to be bound by the terms of this Agreement. The Power Producer shall obtain prior approval of the Purchaser of any Assignment pursuant to this clause. Such person as aforesaid must have the required qualification and experience as prescribed under the Contract:- DM/EL/COR-OF/133 dated 19.08.2021

(b) In the event of an Assignment, the Power Producer shall offer its O&M services to the assignee and the Parties may enter into an O&M Agreement in this regard. A copy of such O&M Agreement shall be shared with the Purchaser.

#### 14.2 Assignment by Purchaser

Purchaser may assign the Agreement or any interest therein to any Person provided that such Person agrees in writing to be bound by the terms of this Agreement, without the Power Producer's prior written consent. The Purchaser shall provide prior intimation to the Power Producer of any Assignment pursuant to this clause.

#### 14.3 Notices

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

Power Producer's address and contact details:  
Pranjal Dhariwal  
Solar Quest Projects Pvt. Limited



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Shubh, Gokhley Marg, Police Lines, 1<sup>st</sup> crossing,  
Ajmer - 305001  
Contact no-9600080961  
Email Id- pranjali@solarquest.in

Purchaser's address and contact details;

**National Capital Region Transport Corporation**

Registered office:  
GatiShakti Bhawan,  
INA  
New Delhi - 110023

**14.4 Notice**

Unless otherwise provided herein, any notice provided for in the Agreement shall be hand delivered, sent by registered post, or by courier delivery, or transmitted by facsimile and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered or sent 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, copyrighted or trademarked information, and/or technical information regarding the financing, 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, 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 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, copyrighted or trademarked information, ("**Confidential Information**") to the Power Producer or, if in the course of performing under the Agreement or negotiating the Agreement the Power Producer learns Confidential Information regarding



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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 Producer'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:

- (a) becomes publicly available other than through the receiving Party;
- (b) is required to be disclosed under Applicable Law or pursuant to a validly issued notice or required filing, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement;
- (c) Is independently developed by the receiving Party; or
- (d) Becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

#### 16. Indemnity

##### 16.1 Power Producer's Indemnity

Subject to Clause 13, the Power Producer agrees that it shall indemnify and hold harmless Purchaser and its members, officers, employees, students, casual laborers, persons permitted to run any business or service, such as canteens, stores, photocopy units, banks, post office, courier service, hospital and to any lawful visitors (collectively, the "Purchaser Indemnified Parties") from and against any and all Losses incurred by the Purchaser Indemnified Parties to the extent arising from or out of the following any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of the Power Producer's negligence or willful misconduct. The Power Producer shall not, however, be required to reimburse or indemnify any Purchaser Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Purchaser Indemnified Party.

##### 16.2 Purchaser's Indemnity

Subject to Clause 13, Purchaser agrees that it shall indemnify, 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 of any Person or loss or damage to property of any Person to the extent arising out of Purchaser's negligence or willful misconduct. Purchaser shall not, however, be required to reimburse or indemnify any Power Producer Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Power Producer Indemnified Party.

- 16.3 The both the parties hereby indemnify each other against any loss, damage or liabilities (including reasonable attorney's fees) arising as a result of any act of



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omission or commission on either party's part or on part of their personnel or in respect of non-observance of any statutory requirements or legal dues of any nature which relates to this agreement.

## **17. Miscellaneous**

### **17.1 Amendments**

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

### **17.2 Goodwill and Publicity**

Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate 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 filings or other statements or releases as may be required by applicable law) shall be made by either Party without the prior written consent of the other Party. Without limiting the generality of the foregoing and whether or not the consent of the other Party is required or obtained, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement.

### **17.3 Industry Standards**

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

### **17.4 Cumulative Remedies**

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

### **17.5 Sovereign Immunity**

To the extent permitted by Applicable Law, Purchaser hereby waives any defense of sovereign immunity that Purchaser might otherwise have in connection with any action taken by the Power Producer to enforce its rights against Purchaser under this Agreement.

### **17.6 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.

### **17.7 Survival**

The obligations under Clause 3.2 (*Purchase Option*), Clause 8.1(d) (*Power Producer Covenant*), Clause 8.3 (d), (e), (f) and (g) (*Purchaser Covenants*), Clause 10 (*Taxes and Governmental Fees*), Clause 13 (*Limitation of Liability*), Clause 14.3 (*Notices*), Section 15 (*Confidentiality*), Clause 17 (*Miscellaneous*), or pursuant to other provisions of this Agreement that, by their nature and context, are intended to survive the expiration or termination of this Agreement for any reason.

### **17.8 Governing Law & Jurisdiction**



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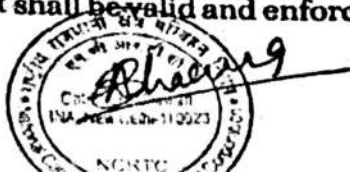
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- (a) This Agreement shall be governed by and construed in accordance with the laws of India. The Parties agree that the courts in Delhi shall have jurisdiction over any action or proceeding arising under the Agreement.
- (b) In the event of any Dispute, difference of opinion or dispute or claim arising out of or relating to this agreement or breach, termination or the invalidity thereof, shall firstly be attempted to be settled by conciliation.
- (c) All Disputes relating to this Agreement or any issue whether arising during or after the completion thereof or any matter directly or indirectly connected with this agreement shall in the first place be referred to a sole conciliator appointed/nominated by Director project/any other director of Purchaser on receipt of such requests from either party. The conciliator shall make the settlement agreement after the Parties reach agreement and shall give an authenticated copy thereof to each of the Parties.
- (d) The settlement agreement shall be final and binding on the Parties. The settlement agreement shall have the same status and effect of an arbitration award. The views expressed or the suggestions made or the admissions made by either Party in the course of conciliation proceedings shall not be introduced as evidence in any arbitration proceedings.
- (e) 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 in so far as such waiver can validly be made. Cost of conciliation shall be equally shared by both the parties.
- (f) **Arbitration Procedure:**
- (i) **Arbitration Procedure** Shall be dealt as per relevant clause of Section-07 General Conditions of Contract.
  - (ii) The venue of such arbitration shall be NCRTC Corporate Office, GatiShakti Bhawan, INA at New Delhi- 110023.
  - (iii) The arbitral award shall be binding on both Parties. The cost of arbitration shall be equally shared by both Parties.
  - (iv) The sole arbitrator or the Arbitral Tribunal shall give the award within time frame as prescribed under the Arbitration and Conciliation Act, 1996 (as amended from time to time) on all the matters referred to the Arbitral Tribunal and shall indicate his/their finding, along with sum awarded, separately on each individual item of dispute.  
The demand of arbitration shall specify the matters which are in question or subject of the dispute or differences as also the amount of claim item wise, together with counter claims or set off shall be referred to arbitration and other matters shall not be included in the reference. The arbitration proceedings shall be governed by the Indian Arbitration and Conciliation Act, 1996, as amended from time to time including provisions in force at the time the reference is made.
- (g) During the dispute resolution period, both the Parties shall continue to perform their respective obligations as per provisions of the Agreement.
- (h) This Clause 17.8 is severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason.

#### 17.9 Severability

If any term, covenant or condition in the Agreement shall, to any 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.



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Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

#### **17.10 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.

#### **17.11 Counterparts**

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

#### **17.12 Independent Service Provider**

This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this 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.

#### **17.13 Non-Exclusive Agreement**

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

#### **17.14 Insurance**

The Power Producer shall maintain at its own costs, throughout the tenure of this Agreement and any extensions thereof all mandatory insurance coverage for adequate amount including but not restricted to, comprehensive general liability insurance 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 Sale or Transfer of Premises**

In the event the Purchaser sells or transfers the Premises or the building housing the System, it shall give at least 90 days prior notice to the Power Producer and will ensure that this Agreement is transferred/novated to transferee, without any interruption in payments. The Purchaser shall also ensure that a clause to this effect, to the satisfaction of the Power Producer, is incorporated in the transfer documents between itself and the transferee. The Purchaser shall not sell or otherwise transfer the Premises if the transferee fails to accept the terms and conditions of this Agreement for the remainder of the Term.

- (a) If either the Purchaser or the Power Producer merges with any other entity, the terms of this Agreement shall continue to be binding upon the merged entity

#### **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.

#### **17.17 Annual accounts reconciliation shall be conducted annually between the power producer and purchaser. The power producer shall maintain proper records (like**



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For Solar Quest Projects Four Pvt. Ltd.

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purchase price, AMC etc.) relating to the plant and submit all such documents to the purchaser in case of effectuation of clause no 3.2.

17.18 Where provision is made for the giving of any notice, certificate, determination, consent or approval by any person that notice, certificate, determination, consent or approval shall be in writing, and the words "notifies", "certifies", "determined", "consent" or "approved" shall be construed accordingly.

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

| FOR AND ON BEHALF OF<br>NATIONAL CAPITAL<br>TRANSPORT CORPORATION                                                                                                                                   | REGION | FOR AND ON BEHALF OF<br>SOLAR QUEST PROJECTS FOUR<br>PRIVATE LIMITED                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Authorized Signatory<br><br>WITNESSES<br>1. <u>SATISH MOZA</u><br>DGM/Solar<br>2. <u>ATUL SHRINET</u><br>Am/Solar |        | Authorized Signatory<br>For Solar Quest Projects Four Pvt. Ltd.<br><u>P. J. R.</u><br>Director<br>WITNESSES<br>1. <u>Ganesh Kumar</u> (Sanitation Engineer)<br>2. <u>Shripa</u> (SHREPA Maintenance Engd.) |



For Solar Quest Projects Four Pvt.

P. J. R.  
Director

## SCHEDULE - I

### 1. Description of the Premises:

All the piece and parcel of terrace portion of rooftop measuring approximately .....square feet and having shade free area of approximately.....square feet situated on building located at----- It is proposed to install a System of..... capacity on the said premises. *(To be fixed upon finalization of locations of plant)*

### 2. Description of the System:

The Power Producer shall install a capacity of **3.7 MWp** Solar Power Plant on the roof of the building named ----- The key features of the system are as follows:

| S. No | Parameter                                | Value                                       |
|-------|------------------------------------------|---------------------------------------------|
| 1     | System Size                              | .....MWp                                    |
| 2     | Expected Annual Energy Generation        |                                             |
| 3     | Module Type                              | To be finalized during detailed Engineering |
| 4     | Inverter Type & Rating                   | To be finalized during detailed Engineering |
| 5     | Electrical Parameter for interconnection | To be finalized during detailed Engineering |
| 6     | Mounting type                            | To be finalized during detailed Engineering |
| 7     | Surface Azimuth Angle                    | To be finalized during detailed Engineering |
| 8     | Tilt Angle                               | To be finalized during detailed Engineering |
| 9     | Wind Resistance                          | To be finalized during detailed Engineering |

The Power Producer shall provide an online monitoring system to the Purchaser that will enable easy access to Solar Power information



For Solar Quest Projects Four Pvt. Ltd.

*P. i. n. 2. 1*  
Director

**Schedule II (Fees)**

Deleted



For Solar Quest Projects Four Pvt. Ltd.

P. i. n. 2  
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### Schedule III (Purchase Price)

The Purchase Price with respect to the System under the Agreement shall be calculated as follows:

**Initial Cost:** - Cost quoted by the bidder or total cost calculated as per Rs 3.6 Cr per MWp whichever is lower. The Depreciation rate is taken as 6.50 % Per Year. \*\*

| Year of Term<br>(End of Year) | Calendar Year # | % of Initial cost | Purchase Price<br>in Crores (Rs) |
|-------------------------------|-----------------|-------------------|----------------------------------|
| 1                             | 2023            | 93.5 %            | 12.45                            |
| 2                             | 2024            | 87.0 %            | 11.59                            |
| 3                             | 2025            | 80.5 %            | 10.72                            |
| 4                             | 2026            | 74.0 %            | 9.86                             |
| 5                             | 2027            | 67.5 %            | 8.99                             |
| 6                             | 2028            | 61.0 %            | 8.13                             |
| 7                             | 2029            | 54.5 %            | 7.26                             |
| 8                             | 2030            | 48.0 %            | 6.39                             |
| 9                             | 2031            | 41.5 %            | 5.53                             |
| 10                            | 2032            | 35.0 %            | 4.66                             |
| 11                            | 2033            | 28.5 %            | 3.80                             |
| 12                            | 2034            | 22.0 %            | 2.93                             |
| 13                            | 2035            | 15.5 %            | 2.06                             |
| 14                            | 2036            | 9.0 %             | 1.20                             |
| 15                            | 2037            | 2.5%              | 0.33                             |
| 16                            | 2038            | 2.5%              | 0.33                             |
| 17                            | 2039            | 2.5%              | 0.33                             |
| 18                            | 2040            | 2.5%              | 0.33                             |
| 19                            | 2041            | 2.5%              | 0.33                             |
| 20                            | 2042            | 2.5%              | 0.33                             |
| 21                            | 2043            | 2.5%              | 0.33                             |
| 22                            | 2044            | 2.5%              | 0.33                             |
| 23                            | 2045            | 2.5%              | 0.33                             |
| 24                            | 2046            | 2.5%              | 0.33                             |
| 24                            | 2047            | 0.0%              | 0                                |

For the purpose of Clause 3.2, the Purchase Price payable shall be the Purchase Price specified in this Schedule that falls on such date before the proposed Purchase Date.

# Based on date of signing of PPA/Contract Agreement.

\*\*Cost Excluding O&M.



For Solar Quest Projects Four Pvt. Ltd.

P. i. n. 1  
Director

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**Schedule IV**  
**Estimated Annual Production**

Estimated Annual Production commencing on the Commercial Operation Date with respect to the System shall be as follows:

| Year of Term | Indicative total production (kWh/Year) for 3.7 MWp<br>(Minimum generation based on CUF of 13% as per Bid) * |
|--------------|-------------------------------------------------------------------------------------------------------------|
| 1            | 4213560                                                                                                     |
| 2            | 4171424                                                                                                     |
| 3            | 4129710                                                                                                     |
| 4            | 4088413                                                                                                     |
| 5            | 4047529                                                                                                     |
| 6            | 4007054                                                                                                     |
| 7            | 3966983                                                                                                     |
| 8            | 3927313                                                                                                     |
| 9            | 3888040                                                                                                     |
| 10           | 3849160                                                                                                     |
| 11           | 3810668                                                                                                     |
| 12           | 3772561                                                                                                     |
| 13           | 3734836                                                                                                     |
| 14           | 3697487                                                                                                     |
| 15           | 3660513                                                                                                     |
| 16           | 3623907                                                                                                     |
| 17           | 3587668                                                                                                     |
| 18           | 3551792                                                                                                     |
| 19           | 3516274                                                                                                     |
| 20           | 3481111                                                                                                     |
| 21           | 3446300                                                                                                     |
| 22           | 3411837                                                                                                     |
| 23           | 3377719                                                                                                     |
| 24           | 3343941                                                                                                     |
| 25           | 3310502                                                                                                     |

\*Actual generation may vary as per actual annual irradiation at site  
\*Degradation of modules as per PPA [Clause 12.1 (iv)]



For Solar Quest Projects Four Pvt. Ltd.

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Director

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**Schedule V**  
**Governmental Approvals**

1. To be obtained by the Power Producer.

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

2. To be obtained by Purchaser

Any authorizations required of Purchaser, including those required for installation of System at the Premises.



For Solar Quest Projects Four Pvt. Ltd.

*P. J. R.*  
Director

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**Schedule VI**  
**Substitution Rights of the Lender**

**1. Substitution of the Power Producer**

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

**2. 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 Article, the Lender, upon receipt of a written advice from the Purchaser confirming such failure, shall be entitled to notify the Parties of the intention of the Lender to substitute the Power Producer by the Selectee for the residual period of this Agreement (the "Substitution Notice").

**3. 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 Lender 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 Lender, 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.

The Lender 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.

**4. Process of Substitution of Power Producer**

- (a) The Lender may, on delivery of a Substitution Notice notify the Purchaser and the Power Producer about the Lender's decision to invite and negotiate, at the cost of the Lender, 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 and upon approval of 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 favor of the Selectee.



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For Solar Quest Projects Four P



**Schedule-VII**  
**Site Details of RRTS Stations**

| Sr. No.                      | Name of Station                            | TENTATIVE ROOF-AREA (SQM) | TENTATIVE ROOF-AREA FOR SOLAR INSTALLATION (SQM) | TENTATIVE CAPACITY OF GENERATION (kwp) |
|------------------------------|--------------------------------------------|---------------------------|--------------------------------------------------|----------------------------------------|
| <b>Section</b>               |                                            |                           |                                                  |                                        |
| 1                            | Sahibabad Station                          | 5595                      | 3545                                             | 283.6                                  |
| 2                            | Ghaziabad Station                          | 9381                      | 5067                                             | 405.36                                 |
| 3                            | Guldhara Station                           | 5422                      | 3413                                             | 273.04                                 |
| 4                            | Duhai Station                              | 6506                      | 4615                                             | 369.2                                  |
| <b>Sub- Total (Stations)</b> |                                            |                           |                                                  | <b>1331.2</b>                          |
| 5                            | Duhai Depot Station                        | 4272                      | 2575                                             | 206                                    |
| 6.1                          | Duhai Depot Boundary Wall length (in Mtrs) |                           | 1980                                             | 475.2                                  |
| 6.2                          | Duhai Depot                                | 22542                     | 18662.6                                          | 1652.88                                |
| <b>Total</b>                 |                                            |                           |                                                  | <b>3665.28</b>                         |
| <b>Approximately MWp</b>     |                                            |                           |                                                  | <b>3.7</b>                             |

**NOTE:-**

1. Contractor shall estimate the capacity of generation and submit for review and approval of engineer.

2. Above is indicative capacity. Bidders have to maximize as per site available. 25% variation can be operated in these sites and any other sites.

The above sites or capacities indicated above may vary. However, final allocation letter will indicate the capacities and sites allocated.



For Solar Quest Projects Four Pvt. Ltd.

*P. i. m. 2.1*  
Director