

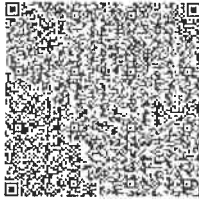
सत्यमेव जयते

# INDIA NON JUDICIAL Government of Uttar Pradesh

## e-Stamp

Signature:   
ACC Name-Deepak Kumar Sharma  
ACC Code - up14012604  
ACC Address-Dadri, Mob-7011532166  
Lic No - 50/2020.Teh.& Distl. Dadri (G B N)

Certificate No. : IN-UP84081439119556T  
Certificate Issued Date : 29-Sep-2021 04:57 PM  
Account Reference : NEWIMPACC (SV)/ up14012604/ DADRI/ UP-GBN  
Unique Doc. Reference : SUBIN-UPUP1401260457371293168731T  
Purchased by : JYOTIKIRAN ENERGY MUMBAI PVT LTD  
Description of Document : Article 5 Agreement or Memorandum of an agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) :  
First Party : JYOTIKIRAN ENERGY MUMBAI PVT LTD  
Second Party : Not Applicable  
Stamp Duty Paid By : JYOTIKIRAN ENERGY MUMBAI PVT LTD  
Stamp Duty Amount(Rs.) : 200  
(Two Hundred only)



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This Stamp paper forms an integral part of  
this EPC Agreement executed between Jyotikiran  
Energy Mumbai Pvt.Ltd and SunSource Energy  
Pvt. Ltd.



### Statutory Alert:

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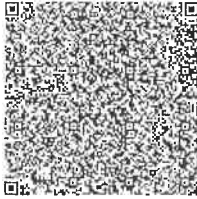
## INDIA NON JUDICIAL

### Government of Uttar Pradesh

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ACC Code - up14012604  
ACC Address-Dadri, Mob-7011532166  
Lic. No. 50/2020.Teh.& Distt. Dadri (G.B.N.)

<b>Certificate No.</b>	: IN-UP84085951568282T
<b>Certificate Issued Date</b>	: 29-Sep-2021 04:59 PM
<b>Account Reference</b>	: NEWIMPACC (SV)/ up14012604/ DADRI/ UP-GBN
<b>Unique Doc. Reference</b>	: SUBIN-UPUP1401260457380260787672T
<b>Purchased by</b>	: JYOTIKIRAN ENERGY MUMBAI PVT LTD
<b>Description of Document</b>	: Article 5 Agreement or Memorandum of an agreement
<b>Property Description</b>	: Not Applicable
<b>Consideration Price (Rs.)</b>	:
<b>First Party</b>	: JYOTIKIRAN ENERGY MUMBAI PVT LTD
<b>Second Party</b>	: Not Applicable
<b>Stamp Duty Paid By</b>	: JYOTIKIRAN ENERGY MUMBAI PVT LTD
<b>Stamp Duty Amount(Rs.)</b>	: 200 (Two Hundred only)



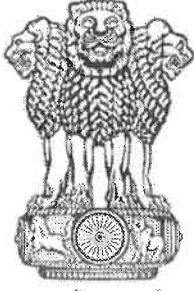
Please write or type below this line-

This stamp paper forms an integral part of  
this EPC agreement executed between  
Jyotikiran Energy Mumbai Pvt. Ltd and SunSource  
Energy Pvt. Ltd.



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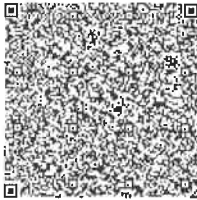
सत्यमेव जयते

# INDIA NON JUDICIAL Government of Uttar Pradesh

## e-Stamp

Signature.....  
ACC Name-Deepak Kumar Sharma  
ACC Code - up14012604  
ACC Address-Dadri, Mob-7011532168  
Lic. No. 50/2020.Teh.& Distt. Dadri (G.B.N.)

**Certificate No.** : IN-UP84093602805778T  
**Certificate Issued Date** : 29-Sep-2021 05:03 PM  
**Account Reference** : NEWIMPACC (SV)/ up14012604/ DADRI/ UP-GBN  
**Unique Doc. Reference** : SUBIN-UPUP1401260457396316186814T  
**Purchased by** : JYOTIKIRAN ENERGY MUMBAI PVT LTD  
**Description of Document** : Article 5 Agreement or Memorandum of an agreement  
**Property Description** : Not Applicable  
**Consideration Price (Rs.)** :  
**First Party** : JYOTIKIRAN ENERGY MUMBAI PVT LTD  
**Second Party** : Not Applicable  
**Stamp Duty Paid By** : JYOTIKIRAN ENERGY MUMBAI PVT LTD  
**Stamp Duty Amount(Rs.)** : 100  
(One Hundred only)



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## ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT

This Engineering, Procurement and Construction Agreement ("Agreement") is made at the place and on the date as stated under **Annexure A** between the Buyer and the Supplier details of which are more particularly set out in **Annexure A**.

The Buyer and the Supplier shall be collectively referred to as the "**Parties**" and individually as "**Party**".

### WHEREAS:

- (A) The Buyer intends to install (design, engineer, construct and commission) a solar photovoltaic plant based on crystalline silicon (C-Si) modules as more particularly stated under **Annexure A**, including all of the necessary infrastructure and installation, at the factory premises at site location mentioned more particularly in **Annexure A**, to be able to generate power at the desired voltage and frequency ("**Project**").
- (B) The Supplier is a supplier of equipment and materials in connection with the development of the Project and has submitted a proposal to the Buyer to supply the Equipment as more particularly set out in **Annexure B**.
- (C) The Supplier is a supplier of services in connection with the development of the Project and has submitted a proposal to the Buyer for Installation & Commissioning services as more particularly set out in **Annexure C**.
- (D) The Buyer has agreed to receive the Equipment and Installation and Commissioning Services from the Supplier on the terms and conditions more particularly set out in this Agreement.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL AGREEMENTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:**

### 1. DEFINITIONS & INTERPRETATION

- 1.1 In this Agreement capitalized expressions shall have the meaning ascribed to it in below:

**"Acceptance"**

Shall refer to Buyer confirming the receipt, delivery, or final transfer of title of the Equipment from the Supplier.

**"Acceptance Certificate"**

Shall mean certificate issued by Buyer for Acceptance



of Equipment as per Clause 10.5, whereby the Buyer accepts that the responsibilities of the Supplier under this Agreement, have been fulfilled, to the Buyer's satisfaction.

**"Agreement"**

Shall mean this Agreement along with the annexures and schedules and amended or modified from time to time in by mutual consent of the Parties.

**"Applicable Clearances"**

Means any approval, consent, license, no-objection, registration, ratification, permission, waiver, authorization, certificate, order, qualification or similar authority under or pursuant to Applicable Law or Contract.

**"Applicable Laws"**

means any Indian statute, law, enactment, regulation, ordinance, policy, treaty, rule, judgment, notification, directive, guideline, requirement, rule of common law, order, decree, bye-law, permits, licenses, approvals, consents, authorizations, government approvals, or any restriction or condition, or any similar form of decision of, or determination, application or execution by, or interpretation or pronouncement having the force of law of, any Governmental Authority having jurisdiction over the matter in question, whether in effect as of the Effective Date or thereafter.

**"Applicable Standards"**

shall mean the applicable Bureau of Indian Standards and International Electrotechnical Commission technical codes, standards and norms applicable, as amended up to date, for the materials and equipment required for this project.

**"Best Industry Practice"**

Shall mean the standards generally adopted by international suppliers, equipment manufacturers in the manufacture of equipment which is similar to the Equipment.

**"Business Days"**

Shall mean any day other than Saturday and Sunday when the banks are open for their ordinary banking business in the Noida

**"Buyer Representative"**

Shall mean any Person authorised by the Buyer and, where required, having the necessary educational qualification to understand the techno-commercial aspects of the Project.

**"COD"**

shall mean the Company start injecting power from the Project to the Delivery Point.



**“Contract”**

Means any agreement, arrangement, contract, sub-contract, purchase order, work order, warranty or insurance policy.

**“Contract Drawings”**

shall mean the plans, drawings, diagrams and prints thereof and details which are required to be supplied by the Supplier as per terms of the Agreement for the execution of the Work and shall include the ones approved by the Buyer.

**“Agreement Price”**

Shall have the meaning ascribed to in **Annexure A**.

**“Effective Date”**

shall mean the date of this Agreement OR the Buyer has given the Supplier unobstructed sufficient possession of the Site to enable the Supplier to commence and carry out the work under the Agreement (including the Supplier’s Design Obligations) in accordance with this Agreement, whichever is later.

**“Equipment”**

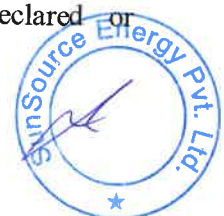
Shall means the materials and equipment as more particularly set out in **Annexure B** to be supplied by the Supplier to the Buyer in terms of this Agreement.

**“Force Majeure” or  
“Force Majeure Event”**

means any event or circumstance or combination of events including but not limited to those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

- (a) Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon or tornado;

- (b) Any act of war (whether declared or





undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, epidemic, revolution, riot, insurrection, terrorist or military action; or

- (c) radioactive contamination or ionizing radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Power Project by the Affected Party or those employed or engaged by the Affected Party; or
- (d) nationalization or compulsory acquisition by any Governmental Authority of any material assets or rights of the Company, its Authorized Representative;
- (e) the unlawful, unreasonable or discriminatory revocation of, or refusal to renew, any Authorization required by the Company or any of its Authorized Representatives to perform their obligations under this Agreement; or
- (f) Industry wide or national, regional or local strikes, hartals, go-slow, and labour disturbances.

Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

- (a) Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project;



- (b) Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
- (c) Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- (d) Non-performance caused by, or connected with, the Affected Party's:
  - (i) Negligent or intentional acts, errors or omissions;
  - (ii) Failure to comply with applicable Law; or
  - (iii) Breach of, or default under this Agreement.

**“Governmental Authority”**

means any Indian government, or any governmental, legislative, executive, administrative, fiscal, judicial, revenue or other regulatory, authority, body, board, ministry, department, commission, tribunal, agency, instrumentality or other governmental Person exercising legislative, executive, administrative, fiscal, judicial, revenue or regulatory functions (including any court, tribunal, mediator or arbitrator of competent jurisdiction), having jurisdiction over the matter in question, whether as of the Effective Date or thereafter and includes any relevant Taxation Authority.

**“Person”**

means any individual, Hindu undivided family, sole proprietor, corporation, limited or unlimited liability company, body corporate, partnership (whether limited or unlimited), joint venture, estate, trust, union, unincorporated association or organization, firm, Governmental Authority or other enterprise, association, organization or entity whether or not required to be incorporated or registered under Applicable Law.

**“Project Schedule”**

Shall mean a bar chart & program evaluation and review technique (PERT) chart schedule detailing



	dispatch, sequences of delivery of the Equipment to the Site.
<b>"Scheduled Commissioning Date"</b>	Shall mean the scheduled commissioning date as specified in the Time for Completion provided in clause 8 of this Agreement.
<b>"Services"</b>	Shall means services of Installation and Commissioning of the Project as more particularly described in <b>Annexure C</b> .
<b>"Site"</b>	Shall mean the site as more particularly described in <b>Annexure A</b> .
<b>"Site Possession Date"</b>	Shall mean the date (mutually identified and agreed between the Parties) on which the Supplier mobilise its manpower to site and carry out the Work in accordance with this Agreement.
<b>"Sub-Supplier"</b>	Shall mean any vendor of a part of the Equipment, or any person to whom any part of the Agreement has been subcontracted by the Supplier.
<b>"Taxation or Tax or Taxes"</b>	shall mean all forms of taxation, duties (including stamp duties), levies, imposts, anti-dumping duties, safeguard duties, import duty, surcharges, whether direct or indirect including corporate income tax, wage withholding tax, value added tax, service tax, goods and service tax, customs and excise duties, capital tax, capital gains tax, dividend withholding tax, Real Property taxes, withholding tax, environmental taxes and duties and any other type of taxes or duties payable by virtue of any Applicable Law and which may be due directly or by virtue of joint and several liability in any relevant jurisdiction; together with any interest, penalties, surcharges or fines relating to them, due, payable, levied, imposed upon or claimed to be owed in any relevant jurisdiction.
<b>"Taxation Authority"</b>	Means any Governmental Authority having jurisdiction over or responsibility with respect to, the administration, assessment, determination, collection or imposition of any Taxes.
<b>"Time for Completion"</b>	Shall have the meaning as more particularly set out in <b>Annexure D</b> .
<b>"Warranty Period"</b>	Shall have the meaning ascribed to it in Clause



16.2.8.

**“Variations”**

Shall mean alterations/ additions/ modifications/ adjustments to the Equipment as may be requested by the Buyer in accordance with this Agreement.

**“Work”**

Shall mean the totality of the materials and equipment required for completion of the Project, provided by the Supplier to Buyer under Agreement and as clearly defined in **Annexure B-Technical Part**.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- 1.2.1 all references in this Agreement to statutory provisions and Clauses and Articles shall be construed as meaning and including references to:
- (a) Clauses and Articles of this Agreement;
  - (b) any statutory modification, consolidation, or re-enactment (whether before or after the date of this Agreement) for the time being in force; and
  - (c) all statutory instruments or orders made pursuant to statutory provisions;
- 1.2.2 words denoting the singular number shall include the plural and vice versa;
- 1.2.3 words denoting a Person shall include an individual, corporation, company, partnership, trust or other entity wherever incorporated or established;
- 1.2.4 heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- 1.2.5 references to the word “ include “ or “including” shall be construed without limitation;
- 1.2.6 references to this Agreement or to any other agreement, deed or other instrument shall be construed as a reference to such agreement, deed , or other instrument as the same may from time to time be amended, varied, supplemented or novated;





1.2.7 the headings and sub-headings used in this Agreement are inserted only for reference to the provisions hereof and shall not affect the construction of such provisions;

1.2.8 reference to any Party to this Agreement or any other agreement or deed or other instrument shall include its successors or permitted assignees;

1.2.9 a reference to an article, clause or paragraph is, unless indicated to the contrary, a reference to an article, clause or paragraph of this Agreement;

1.2.10 any Annexure, Schedule or Exhibit attached hereto shall form an integral part of this Agreement and all words and expressions used in the Annexure, Schedule or Exhibit shall have the same meaning as defined herein, unless repugnant to the context or meaning thereof; and

## **2. SUPPLY OF EQUIPMENT AND AGREEMENT PRICE**

2.1 The Buyer hereby appoints the Supplier for the supplying the Equipment and for the services related to installation & commissioning of Project and the Supplier agrees to supply the Equipment and Services related to installation & commissioning of the Project, at the Agreement Price.

2.2 The Buyer shall pay the Agreement Price in accordance with Clause below.

2.3 The Agreement Price is inclusive of goods and service tax but excludes other, Taxes, as may be applicable on the Equipment which shall be additional and shall be borne by the Buyer.

## **3. OBLIGATIONS OF SUPPLIER**

The following shall be the obligations of the Supplier:

3.1 Supplier shall provide all the Equipment required to complete and commission the Project as per this Agreement.

3.2 The Supplier shall appoint a project manager ("SPM") who is and shall remain fully acquainted with the scope of Work for the Project. The SPM shall be Buyer's principal point of contact for purposes of the Agreement and shall liaise with Buyer.

3.3 The Supplier shall ensure that all Equipment and Services to be provided under the



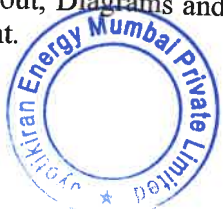
Agreement as are generally delivered in the sequence as required at Site as per the Project Schedule.

- 3.4 The Supplier shall at its own cost and expenses obtain and maintain Applicable Clearances from the Governmental Authority; provided however that the Buyer shall undertake all necessary efforts to facilitate and provide co-operation to the Supplier in this regard.
- 3.5 Any Equipment which have not been specifically mentioned under **Annexure B** but which are necessary for the design, engineering, manufacturing, supply and performance or completeness of the Project shall be provided by the Supplier without any extra cost and within the Project Schedule for the efficient and smooth operation of the Project.
- 3.6 Any Services which have not been specifically mentioned under **Annexure C** but which are necessary for the design, engineering, manufacturing, supply and performance or completeness of the Project shall be provided by the SUPPLIER without any extra cost and within the Project Schedule for the efficient and smooth operation of the Project.
- 3.7 The Supplier shall provide all the necessary drawings, designs along with design calculations, diagrams, layouts necessary for the designing of the Project and such additional assembly and detailed drawings as may be reasonably required in building of the Project.

#### **4. OBLIGATIONS OF BUYER**

The following shall be the obligations of the Buyer:

- 4.1 Buyer shall appoint a Project Manager (hereinafter known as “PPM”) who is and shall remain fully acquainted with the scope of Work for the Project. The PPM shall be the Buyer’s principal point of contact for purposes of the Agreement and shall liaise with Supplier in order to coordinate the scope of Work. Buyer shall make the PPM available as reasonably requested by Supplier to provide all information and other assistance in connection with scope of Work.
- 4.2 Buyer shall, in a timely manner make all payments due to Supplier in accordance with Agreement and provide acceptance of the Equipment subject to fulfillment of Supplier’s obligation provided under the Agreement.
- 4.3 The Buyer shall provide all the necessary approvals on the designs/drawings provided by supplier for the designing of the Project. Including finalization of Bill of material, Layout, Diagrams and other documents as needed to aid the Supplier in building the plant.



## 5. DRAWINGS AND DOCUMENTS

### 5.1 CONTRACT DRAWINGS

- 5.1.1 The Supplier will be solely responsible for all engineering, design and drawings for the Project and will be responsible for technical data collection and validate the drawings at project site, however Buyer will provide the necessary approvals for it.
- 5.1.2 The Supplier shall send drawings and documents to the Buyer within a mutually agreed schedule as per **Annexure C**.
- 5.1.3 The Supplier shall provide within the agreed time schedule general assembly and other drawings of the Equipment necessary to design the Project, and such additional assembly and detailed drawings as reasonably required to demonstrate that all parts of the Equipment conform to the provisions of the Agreement.
- 5.1.4 The Supplier shall submit design calculations, manufacturing drawings or other documents of proprietary nature.
- 5.1.5 Supplier shall provide the Buyer with all drawings within 7 (seven) days prior to any execution for any comments and approval.
- 5.1.6 Drawings and manuals to be submitted to Buyer will include 2(two) prints and an electronic version of each drawing will be submitted to the Buyer within a period of 15(fifteen) days from receipt of advance payment.
- 5.1.7 Simultaneously with the issuance of the Acceptance Certificate, (i) the Supplier shall furnish full details and drawings of all the Equipment supplied in the form of a comprehensive equipment manual including 2(two) copies and electronic version of which shall be furnished for use by the Buyer's field engineers during operation of the Equipment and (ii) 2 (two) sets of the operations and maintenance manual to the Buyer.

### 5.2 CHANGES IN DRAWINGS

- 5.2.1 The Buyer may propose changes or improvements in the drawings or other particulars of the Equipment and if the Parties mutually agree upon any such changes, the specification shall be modified accordingly in full compliance



with this Agreement. However, if such changes affect the Agreement Price and/or Time for completion, the Suppliers shall be entitled to recover such additional cost from the Buyer and commission of the Project shall be shifted accordingly.

- 5.2.2 If any dimensions, figures on a drawing differ from those obtained by scaling the drawing, dimension as figured on the drawing shall be taken as correct.

### 5.3 DESIGN IMPROVEMENT

- 5.3.1 The Buyer or the Supplier may propose changes or improvements in the specification of the Equipment and if the Parties mutually agree upon any such changes, the specification shall be modified accordingly in full compliance with this Agreement.

- 5.3.2 If any such agreed change affects the Agreement Price and/or Time for Completion, the Parties shall mutually agree in writing to such changes pursuant to which the Supplier will proceed with the execution of the changes.

## 6. INSPECTIONS & TESTS DURING MANUFACTURING

- 6.1 The Supplier will inspect and test the Equipment on or prior to dispatch pursuant to which it will provide the Buyer with reports (in a form identified by the Supplier) certifying the inspections and tests. This is not applicable to the Material provided by the Buyer.
- 6.2 The Supplier shall provide a copy of applicable codes for the Equipment to the Buyer.
- 6.3 The Supplier will give prior information to Buyer for completion of Services.
- 6.4 The Buyer shall provide Acceptance Certificate for the completion of Services to the Supplier.

## 7. VARIATIONS AND CHANGES

- 7.1 Subject to Clause 7.2 below, any variation to the Work shall become binding on Parties only upon the same being duly confirmed in writing and duly signed by Parties including agreement on change in the Agreement Price/Time for Completion/other material terms.
- 7.2 Any variation to the Work shall be deemed to have been agreed by the Parties if:





7.2.1 such variation is due to any direct or indirect effect of any of the Applicable Laws have changed or are modified or a new Applicable Law has been introduced; or

7.2.2 the variation is due to any re-mobilization or mobilization of the Work as a result a Force Majeure Event.

## **8. TIME FOR COMPLETION**

8.1 Subject to the no Buyer Event of Default having occurred or subsisting or no Force Majeure Event having occurred or subsisting, time for completion of the Work shall be as stated in **Annexure D** and shall be the essence of the Agreement.

8.2 The Supplier shall deliver the Equipment in the sequence as required at Site as per mutually agreed Project Schedule to be furnished by Supplier during execution stage.

8.3 Any breach by the Supplier under this Clause 8 shall entitle the Buyer to claim liquidated damages at 0.25% of the Agreement Price per week for the delay maximum up to 2% of the Agreement Price.

## **9. Payment Terms**

9.1 Schedule of Payments:

The Buyer shall pay the Agreement Price (in readily available monies) to the Supplier as below:

- i. 30% of the Project Price to be granted to SunSource with a Work Order to kick off the project;
- ii. 30% of the Project Price should be released on proof of dispatch of major components on site on pro-rata basis;
- iii. 25% of the Project Price should be released after installation of the plant; and
- iv. 15% of the Project Price should be released after commissioning and handover of the plant (including 5% of the Project Price which should be released against PDC Cheque with validity of 1 year (Defect Liability Period)).

**Schedule of Payments:** All the payments to be released within 5 days from submission of complete claim related documents including invoices (except for first 2 payments which are to be released within 3 days of completion of milestones). In case of delay in release of payments, Buyer shall pay an interest at the rate 24% per annum till the actual payment release dates.

## **10. TRIAL OPERATION, ACCEPTANCE**



- 10.1 The list of the pre-commissioning tests shall be in accordance with Supplier's erection and commissioning manuals.
- 10.2 On conclusion of satisfactory pre-commissioning tests, commissioning shall start.
- 10.3 Commissioning shall consist of the following activities:
  - 10.3.1 The direct current (DC) system commissioning and test run
  - 10.3.2 The alternating current (AC) system commissioning and test run
  - 10.3.3 Photovoltaic (PV) system commissioning and test run., and
  - 10.3.4 Reasonable stabilization period as may be required by Supplier to stabilize the plant operation. On conclusion of commissioning, the trial operation shall commence.
- 10.4 The photovoltaic system duration of trial operation of the Equipment shall be 7 (seven) days of continuous run at normal conditions. The trial operation shall be considered successful if it is proved that Equipment can operate continuously for the period of 7(seven) days.
- 10.5 Upon successful completion of trial operation as stated under Clause 10.4, the Acceptance Certificate shall be issued by the Buyer, leading to formal Acceptance of the Equipment by Buyer.

## 11. PERFORMANCE RATIO

- 11.1 The Supplier shall guarantee 70% performance ratio of for 1<sup>st</sup> year from the CoD subject to but not limited to grid availability, irradiation level/global horizontal irradiation (GHI) and cleaning of the Plant. PR to be calculated as below:

$$PR = \frac{\text{Annual Generation}}{\text{Capacity}} \times \frac{100}{\text{Annual Solar Isolation}}$$

- 11.2 On failure to meet the guaranteed performance ratio, Supplier shall compensate Buyer with following method: every 1% drop in minimum guaranteed PR will attract penalty equivalent to 0.25% of contract value and maximum upto 2% of contract value.

## 12. WARRANTY

- 12.1 All Equipment supplied by Supplier will be in conformity with Best Industry Practice.



12.2 The Supplier hereby assigns and transfers all and any warranty of the manufacturer of the Equipment to the Buyer. Notwithstanding the generality of the foregoing, the Supplier will undertake all steps to transfer or assign the warranty of the manufacturer of the Equipment to the Buyer. The Supplier shall ensure that the equipment warranties are in the name of Buyer. During the warranty period of the Equipment, the Supplier shall facilitate on a commercially best effort basis all warranty related claims, if any, of the Buyer.

12.3 Notwithstanding any provisions in this agreement and/or any communication made by the Supplier (including its directors, officers, employees or agents) to the Buyer whether prior to the effective date or thereafter and/or any applicable law, the Supplier does not make or furnish any representation or warranty in relation to the equipment or its performance and expressly disclaims any such representation and warranty. No liability shall accrue to the Supplier whether under law, contract or equity in relation to such representation or warranty. The Supplier shall not be liable for any manufacturing defect, latent or patent, or any damage to the equipment during transit or due to any packaging of equipment.

### **13. LIABILITY FOR DAMAGE AND LIMITATION OF LIABILITY**

13.1 The risk of loss or damage to the Equipment shall pass from the Supplier to the Buyer from the date the Buyer issues the Acceptance Certificate.

13.2 Supplier shall be responsible for obtaining and maintaining the insurance for the Equipment until such time the risk of loss or damage to the Equipment has passed from Supplier to the Buyer.

13.3 All other insurances required for the Project/Equipment to be delivered to the site including marine, inland transit and storage, Erection All Risk (EAR) insurance and shall be arranged and paid by the Supplier. The EAR insurance shall be valid up until the Time for Completion.

13.4 Notwithstanding anything set out in this agreement, the maximum aggregate liability of the Supplier to the Buyer, if any, arising out of or in connection with any breach of this agreement whether under applicable law, contract or equity shall in no event exceed 5% of the agreement price.

### **14. TARGET DATE**

14.1 Target project trial run date will be on or before the Commissioning Date.



14.2 However, if there is delay in supply of material which in the scope of the Buyer, the project completion period (COD) will be extended by 1 times this delay.

14.3 If there is delay in signing of Contracts or issuance of Purchase Order by Investor, the project completion period (COD) will be extended by 1 times this delay

## **15. ADDITIONAL TERMS AND CONDITIONS**

### **15.1 Co-operation with other suppliers and Buyer Representative:**

The Supplier agrees to co-operate with the Buyer's other suppliers and Buyer Representative for associated equipment and exchange with them such technical information as is necessary for the due execution of the Project. No additional remuneration shall be claimed from the Buyer for such technical co-operation. All such exchange of technical information with other suppliers from Supplier shall be routed through Buyer Representative to which effect Supplier will provide two copies to Buyer Representative.

### **15.2 Buyer Co-operation:**

The Buyer shall not directly or indirectly interrupt the Work and/or shall not abstain from any act or omission of which it can reasonably be expected that it may delay the Work or create hurdles in the completion of the Work.

### **15.3 Access to Site**

The Buyer hereby grants access to the Site to the Supplier, Sub-Supplier its respective directors, respective officers, respective employees, and respective representatives, at all reasonable time for the purposes of the Work.

### **15.4 Packing**

The Supplier shall place purchase orders so to provide seaworthy/roadworthy standard packing for securely protecting the equipment/machinery/instruments /electrical etc., to avoid damages during transit to site. Supplier shall be responsible for all or any physical damages caused or occasioned by any defect in packing, subject however up to the amount of deductibles under Supplier marine/transit insurance policy.

## **16. REPRESENTATION AND WARRANTIES BY PARTIES**

### **16.1 The Buyer hereby represents and warrants to Supplier that:**

16.1.1 it is a body corporate duly incorporated under Indian laws and has all necessary power and authority to carry out its business as presently conducted,





to own or hold under lease its properties and to enter into and perform its obligations under the agreements to which it is or is to be a party.

16.1.2 It has all necessary power, approval and authority to execute, deliver and perform its obligations under the Agreement, and each of the execution, delivery and performance by Buyer of the Agreement has been duly authorized by all necessary action on the part of Buyer, does not require any approval, except as has been heretofore obtained, or any other authorizing agency and does not contravene or constitute a default under its organizational documents or to the best knowledge of Buyer, any provision of legal requirement or any agreement, judgment, injunction, order, decree or other instrument binding upon Buyer.

16.1.3 neither the execution and delivery by Buyer of the Agreement, nor the consummation by Buyer of any of the transactions contemplated hereby, requires with respect to Buyer the consent or approval of, the giving of notice to, the registration with, the recording or filing of any document with, or the taking of any other action in respect of any governmental instrumentality except such as are not yet required or which have been duly obtained and are in full force and effect or in respect of which Buyer has responsibility therefore under the Agreement.

16.1.4 It has duly and validly executed and delivered the Agreement and the Agreement constitutes a legal, valid and binding obligation of Buyer enforceable against it in accordance with its terms and according to Indian laws.

16.1.5 There is no action, suit or proceeding, at law or in equity, or official investigation before or by any governmental instrumentality, arbitral tribunal or other body pending or to the best knowledge of Buyer, threatened against or affecting Buyer or any of its properties, rights or assets, which could reasonably be expected to result in a material adverse effect on Buyer's ability to perform its obligations under the Agreement or on the validity or enforceability of the Agreement.

16.1.6 it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete its obligations under the Agreement.

16.2 The Supplier represents and warrants to Buyer that:

16.2.1 Supplier is a company duly organized and validly existing under the laws of the jurisdiction of its incorporation. Supplier has all necessary power and authority to carry on its business as presently conducted, to own or hold under lease its properties and to enter into and perform its obligations under the agreements to which it is or is to be a party.



- 16.2.2 Supplier has all necessary power, approval and authority to execute, deliver and perform its obligations under the Agreement, and each of the execution, delivery and performance by it of the Agreement. Agreement has been duly authorized by all necessary action on its part, does not require any approval, except as has been heretofore obtained, of its board of directors, and does not constitute a default under its organizational documents or, to the best of its knowledge, any provision of legal requirements or any agreement, judgment, injunction, order decree or other instrument binding upon Supplier.
- 16.2.3 Neither the execution and delivery by Supplier of the Agreement, nor the consummation by Supplier of any of the transactions contemplated hereby, requires with respect to Supplier the consent or approval of, the giving of notice to, the registration with, the recording or filing of any document with, or the taking of any other action in respect of any governmental instrumentality except such as are not yet required or which have been duly obtained and are in full force and effect or in respect of which Supplier has responsibility therefore under the Agreement.
- 16.2.4 Supplier has duly and validly executed and delivered the Agreement and the Agreement constitutes a legal, valid and binding obligation of Supplier enforceable against it in accordance with its terms and accepting to Indian Laws.
- 16.2.5 Supplier is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete its obligations under the Agreement.
- 16.2.6 There is no action, suit or proceeding, at law or in equity, or official investigation before or by any governmental instrumentality, arbitral tribunal or other body pending or, to the best knowledge of Supplier, threatened against or affecting Supplier or any of its properties, rights or assets, which could reasonably be expected to result in a material adverse effect on its ability to perform its obligations under the Agreement or on the validity or enforceability of the Agreement.
- 16.2.7 Supplier has no immunity, including, without limitation, sovereign or statutory immunity, from the jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid or execution, execution or otherwise), with respect to itself or its property, in connection with any of its obligations under the Agreement.
- 16.2.8 The Work as executed by the Supplier shall be of good workmanship for a period of 5 years from the Acceptance Certificate. During the period of 5 years



from the date of the Acceptance Certificate (“**Warranty Period**”) the Supplier shall rectify any Work done and found defective due to faulty materials and workmanship, for reasons solely attributable to the Supplier.

## 17. **FORCE MAJEURE**

### 17.1 Notification of Force Majeure Event

17.1.1 The Affected Party shall give notice to the other Party of any Force Majeure Event as soon as reasonably practicable, but not later than fifteen (15) Days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than two (2) Day after such reinstatement.

It being clarified that such notice shall be a pre-condition to the Affected Party’s entitlement to claim relief under this Agreement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.

17.1.2 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.

### 17.2 Duty to Perform and Duty to Mitigate

To the extent not prevented by a Force Majeure Event, the Affected Party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use commercially reasonable efforts to mitigate the effect of any Force Majeure Event.

### 17.3 Available Relief for a Force Majeure Event

17.3.1 Subject to this Article 17:

- (a) no Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations



was prevented, hindered or delayed due to a Force Majeure Event;

- (b) each Party shall be entitled to claim relief in relation to a Force Majeure Event in regard to its obligations provided that the suspension of performance due to the Force Majeure Event shall be of no greater scope and no longer duration than is reasonably required due to the Force Majeure Event.
- (c) For avoidance of doubt, neither Party's obligation to make payments of money due and payable prior to occurrence of a Force Majeure Event under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.

Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Event.

- 17.4 Notwithstanding any provision of this Agreement to the contrary, if any single event of Force Majeure Event continues for more than [two hundred and ten (210)] consecutive Days or occurs for a period of [one hundred and eighty (180)] Days in a three hundred and sixty five (365) Day period, the non-Affected Party whose performance is not impacted by the Force Majeure Event shall have the right to terminate this Agreement upon at least thirty (30) Days' written notice to the Affected Party.

## 18. DEFAULT

- 18.1 Breaches by Supplier ("**Supplier Event of Default**") shall include any of the following:
- 18.1.1 Without reasonable cause failing to execute the Works in accordance with the Agreement or neglecting to perform its obligations, which would have material adverse effect on the execution of the Works under the Agreement.
  - 18.1.2 Becoming bankrupt or insolvent, or has a receiving order made against it or compounds with its creditors or carries on business under a receiver, trustee or manager for the benefit of its creditors or liquidation process has initiated against it;
  - 18.1.3 The actual performance of Equipment falls short due to reasons attributable to the Supplier;
  - 18.1.4 The delay of Time for Completion due to reasons attributable to Supplier, has exceeded 60 (sixty) days;
- 18.2 Any breach by Supplier under this Clause 18.1 shall further entitle the Buyer to claim liquidated damages, as per the Agreement.





18.3 Breaches by Buyer shall include any of the following:

18.3.1 Neglecting to perform obligation there under which would have material adverse effect on the execution of the Works under the Agreement.

18.3.2 Becoming bankrupt or insolvent, has a receiving order made against it or carries on business under a receiver, trustee or manager for the benefit of its creditors or going into liquidation; and

18.3.3 Delaying the due payments to Supplier by more than 30 calendar days from the due dates of payments as stated under Clause 9.1.

18.4 Any breach by the Supplier or by the Buyer, the other Party shall follow the procedure stated under Clause 19.

## 19. TERMINATION

19.1 If either party commits a breach as per Clause 18 of the Agreement (Defaulting Party), the other party (non-Defaulting Party) may serve a written notice on the Defaulting Party, stating the alleged breach.

19.2 Upon serving of notice under Clause 19.1, the Defaulting Party will be entitled to a reasonable period, not exceeding 14 (Fourteen) days, to start to remedy the breach.

19.3 In case Defaulting Party has failed to start to remedy the breach within said period as per Clause 19.2 or within any other period as mutually agreed, the non-Defaulting Party will become entitled to terminate the Agreement by means of 14 days written notice to Defaulting Party.

19.4 If, in accordance with Clause 19.1 and 19.3, the Buyer exercises its right to terminate the Agreement, the Buyer is entitled to retain all the Equipment supplied under this Agreement on as and where basis and shall claim all the excess monies paid to the Supplier within 15 days from the date of termination. In the event, the Buyer decides to replace the Equipment in entirety with an equipment obtained from another source, and Supplier is entitled to take back the replaced Equipment, the Buyer is entitled to receive compensation from the Supplier for all costs/expenses that the Buyer incurs as a result of replacement of Equipment under competitive procurement at a higher rate. This compensation shall be such that the aggregate sum of all such compensations paid under this Clause 19.4, including all monies paid to Supplier till the date of termination of Agreement, shall in no case exceed 100% of the total Agreement Price.

19.5 If, in accordance with Clause 19.1 and 19.3, the Supplier exercises its right to terminate the Agreement, the Supplier is entitled to be paid for after adjustment of all monies paid to Supplier till the date of termination of Agreement and Equipment returned to the Supplier: (i) all Works supplied and/or under delivery/manufacturing, retained/decided to be retained by the Buyer as well as (ii) cost of removal of temporary works and Supplier's equipment from the site and the return of these items



to the Supplier's works at the date of termination, if there is any requirement of removal/replacement of Equipment.

- 19.6 If, in accordance with Clause 19.1 and 19.3, the Supplier exercises its right to terminate the Agreement, the transfer of title to the Buyer shall occur upon payment by the Buyer to the Supplier as per Clause 19.4.

## **20. CHANGE IN LAW**

- 20.1 If the Supplier becomes affected by a Change in Law it will be put in the same economic position as if such Change in Law has not occurred.
- 20.2 If the Supplier is affected by a Change in Law and wishes to claim a Change in Law under this Article, it shall give notice to the Buyer of such Change in Law as soon as reasonably practicable after becoming aware of the same and such notice shall provide, amongst other things:
- (a) the Change in Law;
  - (b) the effects on the affected Party due to such Change in Law; and
  - (c) the date of impact resulting from the occurrence of the Change in Law.

## **21. GOVERNING LAW AND JURISDICTION**

- 21.1 This Agreement is made under and shall be governed by and construed for all purposes in accordance with the laws of India and subject to the provisions of Clause 22 below, courts at Noida, U.P. shall have exclusive jurisdiction.

## **22. ARBITRATION**

- 22.1 Any Party ("Claimant") which claims that a dispute has arisen out of or in connection with the existence, validity, interpretation or implementation of, or breach by a Party ("Respondent") of this Agreement ("Dispute"), must give a written notice ("Dispute Notice") thereof to Respondent as soon as reasonably practicable after the Claimant has become aware of the occurrence of the event, matter or thing which is the subject of such Dispute. The Dispute Notice shall specify the particulars of the circumstances and nature of such Dispute and of the Claimant's claim(s) in relation thereto to resolve such Dispute through conciliation. For this purpose, Claimant and the Respondent shall, within 7 (seven) Business Days from the date of receipt of the Dispute Notice, designate one of their respective senior executive (or in case the Claimant or the Respondent is a natural Person, the Claimant or the Respondent may designate such person as may be deemed fit by such Claimant or Respondent) as its representative for negotiations relating to the Dispute, which designated senior executive and/or the



designated individual (as the case may be) must have the authority to settle the Dispute.

- 22.2 If, within 30 (thirty) Business Days of the date of the Dispute Notice ("Negotiation Period"), the Dispute is not resolved, the Dispute shall be referred to and finally resolved by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The arbitration shall be conducted by a panel of 3 (three) arbitrators, each of whom shall be independent of each of the Parties and disinterested with respect to the Dispute, to be appointed as follows (a) 1 (one) arbitrator to be appointed by the Claimant; 1 (one) arbitrator to be appointed by the Respondent; and the third arbitrator to be appointed by the 2 (two) arbitrators so appointed, to act as a presiding arbitrator.
- 22.3 The arbitrators shall resolve the Dispute by following the procedure as set out under the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force.
- 22.4 All proceedings in any such arbitration shall be conducted in English.
- 22.5 The seat and venue of the arbitration proceedings shall be New Delhi.
- 22.6 The arbitration award shall be final and binding on the Claimant and the Respondent, and they agree to be bound thereby and to act accordingly. The cost of arbitration shall be borne in the manner and by the Party as determined by the arbitrators. In the meantime, the Parties shall bear their own costs of arbitration which shall be reimbursed by one Party to the other as directed in the arbitral award.
- 23. ASSIGNMENT AND SUBLETTING OF AGREEMENT AND SET-OFF**
- 23.1 This Buyer shall be entitled to assign or novate or transfer or create any Encumbrance or Security interest of any Lender in and over this Agreement without any prior written consent of the Supplier.
- 23.2 Further, the Supplier will be entitled to subcontract for any part of the Equipment and the Supplier is entitled with prior consent of the Buyer to subcontract any part of the Agreement to its Sub-Suppliers, listed in **Annexure B**.
- 23.3 Neither Party may set-off any amount due to the other Party against any receivable it may have towards such other Party under any other contracts.



## **24. MISCELLENEOUS**

- 24.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 24.2 The Parties shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transaction hereby contemplated, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.
- 24.3 Each Party shall bear its own expenses incurred in relation to the preparation of this Agreement. Stamp duty on this Agreement shall be borne by the Consumer.
- 24.4 Each Party acknowledges and agrees that the other Parties would suffer irreparable damages in the event any provision of this Agreement is not performed in accordance with its specific terms or otherwise is breached, so that a Party shall be entitled to injunctive relief to prevent breaches of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in addition to any other remedy to which such Party may be entitled, at law or in equity. All remedies of the Parties under this Agreement whether provided herein or conferred by statute, civil law, common law, custom, trade, or usage are cumulative and not alternative and may be enforced successively or concurrently.
- 24.5 Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the Parties hereto any rights or remedies under or by reason of this Agreement or any transaction contemplated by this Agreement. The terms of this Agreement may only be enforced by a Party.

## **25. NON-WAIVER**

- 25.1 Any delay by the Supplier or the Buyer in exercising, or any failure to exercise, any right or remedy under the Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any rights or remedy by a Party under the Agreement shall prevent any further exercise of the rights or remedy of the Party under the Agreement.
- 25.2 Any waiver of a Party's rights, powers or remedies under the Agreement must be in writing, must be dated and signed by an authorized representative of the Party granting such waiver, and must specify the right and the extent to which it is being waived.



## **26. SEVERABILITY**

- 26.1 If any provision or condition of the Agreement is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Agreement, which shall remain in full force and effect.

## **27. INTELLECTUAL PROPERTY RIGHTS**

- 27.1 All patents, authors' rights, design rights and other rights of intellectual and industrial property for the information that the Buyer has prepared or provided shall continue to pertain to the Buyer. The Supplier is entitled to use such information, patents and rights of the Buyer solely for the purpose of the delivery of the Equipment.
- 27.2 All patents, authors' rights, design rights and other rights of intellectual and industrial property for the information that Supplier has prepared or provided shall continue to pertain to the Supplier. The Buyer is entitled to use such information, patents and rights of the Supplier solely for the purpose of the performance of the Project.
- 27.3 The provision of this Clause 27 shall survive and continue to have effect after the termination or expiry of the Agreement between the Parties howsoever occurring.

## **28. CONFIDENTIALITY AND NON-DISCLOSURE**

- 28.1 The Parties shall treat and cause their Sub-Suppliers to treat the details of the Agreement and any and all information provided to any Party by the other Party under or pursuant to the Agreement as confidential and shall not disclose such details and information to any third party without prior written consent of the other Party and the Supplier shall execute necessary confidentiality and non-disclosure agreement with the Sub-Supplier.
- 28.2 **The obligation of confidentiality under Clause 28.1 shall not apply to any Information which is:**
- 28.2.1 Publicly available or becomes publicly available otherwise than as a result of breach of Clause 28.1,
- 28.2.2 Is lawfully in possession of a Party prior to its disclosure to that Party by the other Party,
- 28.2.3 Necessary for meeting any statutory obligations
- 28.2.4 Such disclosure is necessary for the third party to be able to perform his obligations under the Agreement.

## **29. INDEMNITY**





- 29.1 Both Parties shall fully indemnify and hold harmless both parties and its affiliates, associates, directors and employees from and against, any and all losses, costs, damages, injuries, liabilities, claims and causes of action, including without limitation arising out of or resulting from claims by third parties, acts, omissions or breach of any of the both parties affiliates, suppliers, employees, agents or Suppliers in the performance of both parties obligations under this Agreement or otherwise arising out of the Project.

### **30. COMMUNICATION, CORRESPONDENCE, NOTICES**

- 30.1 Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing, in person or by a registered airmail or international courier service or by electronic facsimile transfer or email followed by a registered airmail or international courier service and shall be deemed effectively given (a) if delivered in person or by messenger, when proof of delivery is obtained by the delivering party, (b) if sent by registered airmail or international courier service on receipt of acknowledgement, and (c) if given by electronic facsimile transfer, upon dispatch and the receipt of a transmission report confirming dispatch.

The Supplier:

The details are stated under **Annexure A**.

The Buyer:

The details are stated under **Annexure A**.

- 30.2 In the event a notice under this Agreement is not sent as per the terms of this Clause then such notice shall be held invalid.

### **31. TRAINING OF BUYER'S PERSONNEL**

- 31.1 **Training will be provided to Buyer personnel as per scope and schedule defined under Schedule.**
- 31.2 **Additional training if required by Buyer will be mutually discussed and agreed between parties.**

### **32. BINDING CONTRACT**

This Agreement along with its Annexures, in and of itself is an enforceable binding contract and constitutes the entire agreement between the Parties with respect to the subject hereof to the exclusion of all other understandings and assurances, either written or oral. The clauses contained in this Agreement shall not be construed as creating a partnership or joint venture, agency or employment relationship among the Parties. The relationship between the Parties under this Agreement is as principal to principal basis.





**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement on the date, month and year first hereinabove written.

On behalf of the Buyer

Signature : \_\_\_\_\_

Name : Adarsh Das

Title: Director



On behalf of the Supplier:

Signature : \_\_\_\_\_

Name : Kushagra Nandan

Title: Managing Director



**ANNEXURE A (i): Details of Parties**

Sr. No	Particulars	Details
1.	Date of the Agreement	June 06, 2022
2.	Effective Date	May 02, 2022
3.	Place of execution of the Agreement	Noida, Uttar Pradesh
4.	Name of Offtaker	<b>Strides Pharma Science Limited</b>
5.	Total MWp Capacity (+/- 10%)	1.906 MWp
6.	Site Address	<b>Strides Pharma Science Limited</b> 1. Site-1 (KRSG) - 881.6 kWp (+/- 10%) 2. Site 2 (Chandapura) - 313.6 kWp (+/- 10%) 3. Site-3 (Puducherry) - 710.4 kWp (+/- 10%) 4. Site-4 (Vivimed Alathur) - 100 kWp (+/- 10%)
7.	Agreement Price (In Rs.) (incl. GST)	8,50,00,000/-
8.	The Buyer and Address of the Buyer for the purpose of Clause 30.1	Jyotikiran Energy Mumbai Private Limited (CIN: U40106UP2020PTC126739) <b>Office address:</b> E- 134, Site EPIP, Greater Noida, Gautam Buddha Nagar UP- 201308
9.	The Supplier and Address of the Supplier for the purpose of Clause 30.1	<b>SunSource Energy Private Limited</b> (CIN: U74900UP2010PTC039281), <b>Corporate office:</b> B-14, Sector-132, Noida-201301 U.P. (India)



## ANNEXURE B: Supply (Technical)

	ITEM	TECHNICAL SPECIFICATION	Make
1	Solar Modules	Tier- 1 , Poly Crystalline - 330Wp	Reputed
2	Inverter	Central Inverter – for ground mount	Delta
3		String Inverter – for rooftop	Growatt
4	Structure	Fabricated structure for rooftop/ground mount	Reputed make
5	DC Cables	Cu/Al, EBXL XLPO 120° Insulated & Sheathed, 1.8kV DC Solar, Class 5 - Red/Black	Reputed make
6	AC Cables	Cu/Al, XLPE Insulated & Unarmoured/ Armoured PVC Sheathed 1.1kV Power Cable.	Reputed make
7	Earthing Cables	PVC Insulated & Un sheathed Cable 1.1kV,Class 5 -Green.	Reputed make
8	Power Transformer	Step up Transformer, 0.400/11kV	Reputed make
9	HT Panel	630A, 11kV, 50Hz, VCB Panel	Reputed make
10	AC Combiner Box	415V, 50HZ, IP-65 rated (Al Busbar), with foundation	Reputed make
11	AC Combiner cum Disconnect Box	415V, 50/60Hz, IP-54 Rated with PV meter	Reputed make
12	Data Logger	Data Logger	Reputed make
13	Weather sensors	Pyranometer + Ambient Temp. Sensor + Module Temp. Sensor	Reputed make
14	Lightning Arrester	Ion Streamer- Radius Protection	Reputed make
15	Earthing Kit	Earthing Kit - CU bonded UL listed (Chemical Earthing with Clamps) with Accessories	Reputed make
16	Conduit	As per requirement	Standard
17	Cable Tray	As per requirement with accessories	Standard
18	BOS	As per requirement	Standard

Note: The Supplier's scope of supply within the contract price shall not be limited to items listed above but shall include all works & services required to complete and commission the project on turnkey basis as per Best Industry Practice.

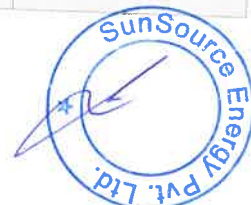




## ANNEXURE C: SCOPE OF WORK

The SUPPLIER shall perform the Work and its duties and obligations as provided hereunder as per the **Scope of Work (Services)**.

	SERVICE	SCOPE	REMARKS
I.	<b>PRE-ENGINEERING PRELIMINARY AND DETAILED</b>		
	1. Basic Engineering of plant Basic engineering will constitute module specifications, structure layout.	SunSource	
	2. Detailed Engineering of plant Detailed engineering will constitute module specifications, structure layout, single line drawings, BOS.	SunSource	To be approved by Owner
II.	<b>POST-ENGINEERING</b>		
	1. Preparation & Submission of all drawings (Civil, Electrical and Mechanical)	SunSource	
	2. Preparation & Submission of all documents (Civil, Electrical and Mechanical)	SunSource	
	3. Submission of final technical datasheets	SunSource	
	4. As built drawings after commissioning of ----- kWp Plant	SunSource	
III.	<b>PROJECT CONSTRUCTION ACTIVITIES</b>		
	1. Site management setup ahead of construction	SunSource	
	2. Material Storage and other temporary preparations	SunSource	
	3. Loading, unloading & Transportation setup	SunSource	
	4. Resources & Insurance for Workers/ Labour Till Commissioning	SunSource	
IV.	<b>Civil WORKS</b>		
	1. Mounting Structure on Ground Mount/Rooftop Mount	SunSource	
	2. Inverter and Mounting Setup	SunSource	
	3. Cable Laying through conduits and cable trays	SunSource	
	4. Water supply network at site for washing solar panels	SunSource	
V.	<b>MECHANICAL WORKS</b>		
	1. Installation of Module Mounting Structure for ---- kWp	SunSource	
VI.	<b>ELECTRICAL WORKS</b>		



1.	Installation of Solar PV Module, ----- kWp	SunSource	
2.	Installation of Solar Inverter with Data Logger	SunSource	
3.	Installation of Junction Boxes	SunSource	
4.	Installation of Solar Cables – From Module to AJB's Inputs	SunSource	
5.	Installation of Solar Cables – From AJB's to Inverter Inputs	SunSource	
6.	Installation AC Cable – From Inverter Output to Input of LT/HT	SunSource	
VII.	<b>PROTECTION SYSTEM</b>		
1.	Installation of Chemical Earthing with GI Strips	SunSource	
2.	Installation of Lighting Arrestors	SunSource	
X.	<b>TESTING AND COMMISSIONING</b>		
1.	Pre – Commissioning tests	SunSource	
2.	System commissioning	SunSource	
VIII.	<b>SPARES</b>		
1.	Installation and Testing Spares parts	SunSource	
IX.	<b>INSURANCE &amp; SECURITY</b>		
1.	All risk policy up to COD	SunSource	
X.	<b>TRAINING</b>		
1.	Trainer at Site	SunSource	
2.	Training Material for number of persons	SunSource	
XI.	<b>APPROVALS , MNRE, Concession, CEIG, Net - Metering (liaison charges)</b>		
1.	Liaison charges for Net metering, CEIG approval	SunSource	



XII	<ol style="list-style-type: none"> <li>3. To provide roof/land within its premises and this should be free from all type of encumbrances, except mortgage with banks.</li> <li>4. Land levelling, Tree shrub cutting, boundary wall</li> <li>5. Electricity and water Supply for construction &amp; for module cleaning during operation.</li> <li>6. Internet connectivity for remote monitoring.</li> <li>7. Ladder for roof access and spare feeder, if required</li> <li>8. Storage &amp; security of materials for the installation-commissioning as well as operation &amp; maintenance.</li> <li>9. Amount for Upgradation of existing distribution infrastructure upgrade, e.g. LT/HT Panels, CT/ PT/ AC bus modifications, load-rewiring etc., as per DISCOM, if required, will be paid by client.</li> <li>10. Statutory fees/charges for government approvals/applications/security deposit, Net Meter, CT PT, CEIG Fee etc., shall be extra at actual &amp; will be paid by client</li> </ol>	Owner	
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Note: The SUPPLIER's scope of supply within the contract price shall not be limited to items listed above but shall include all works & services required to complete and commission the project on turnkey basis as per Best Industry Practice.

#### ANNEXURE D – PROJECT SCHEDULE

Commercial Operation Date, COD: within 12 months from the date of signing of this Agreement or handover of the roof and electrical infrastructure at site for execution of the Project, whichever is later or such extended period as may be mutually decided by the Parties to this Agreement.

Detailed schedule: To be provided after Supplier raises Purchase Orders on its vendors.

Note: - Supplier will provide PERT Chart with complete activities required for project completion

