

ENGINEERING, PROCUREMENT AND CONSTRUCTION CONTRACT

This contract is entered into at New Delhi on 18 January 2023 between:

TALF SAC SOLAR URJA PRIVATE LIMITED (CIN U29100DL2022PTC393623), a Company incorporated under the provisions of the Companies Act, 2013 and having its registered office at B-9, 6428, Vasant Kunj, Delhi 110070 (hereinafter referred to as the "**Client**", which expression will, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

AND

TALF SOLAR INDIA PRIVATE LIMITED (CIN U74999DL2017PTC314309), a Company incorporated under the provisions of the Companies Act, 2013 and having its registered office at B-9, 6428, Vasant Kunj, Delhi 110070, India (hereinafter referred to as "**Contractor**", which expression will, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

The Client and the Contractor are each individually referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- (A) **The Contractor** provides comprehensive solar solutions to governments, corporate houses, villages, industries and other consumers.
- (B) **The Client** is solar plant developer proposing to install the capacity of Ground Mounted solar power plant with repowering. Client was awarded capacity by various counterparties such as, Hansraj College, University of Delhi; Hindu College, University of Delhi; Miranda House, University of Delhi; Sri Guru Gobind Singh College of Commerce, University of Delhi; Ashoka Education & Welfare Society, and; IUA Trust.
- (C) **The Client** wants and the Contractor has agreed to design, construct and install, solar plant having an aggregate DC Capacity of 3,906 KW_{DC} on agriculture land at Auchandi, North West Delhi, Delhi – 110039, under VNM scheme of Government of Delhi.
- (D) **The CONTRACTOR** and **CLIENT** have agreed to enter into this Agreement to document the roles and responsibilities of both the parties with respect to completion of the Contractor's work at the above-mentioned location.

The Parties hereby agree as below:

1. BINDING & FINAL AGREEMENT

- 1.1. This agreement shall enter into effect from the date of its execution, and from such date, shall constitute a binding contract between the Parties for the duration of the Agreement.
- 1.2. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof, and is binding upon each Party and its successors and assigns

Client 	Contractor 
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- 1.3. No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorized representative of each such Party or Parties and no failure or delay in enforcing any right will be deemed a waiver.

2. PURPOSE & SCOPE OF THE AGREEMENT

- 2.1. The purpose of this Agreement includes design, manufacture, supply, erection, testing and commissioning including warranty (as offered back to back by the supplier / OEM), for the ground mounted solar plant at the above mentioned location. The solar plant is referred to as a “**Solar Ground Mounted Plant**”.
- 2.2. The Solar Ground Mounted Plant shall be considered Commissioned when it has been synchronized with the grid, i.e. is capable (technically and with all requisite permissions) of injecting electricity into the grid, and date of such commissioning shall be the “**Commissioning Date**”.
- 2.3. The technical specifications that need to be adhered to by the **CONTRACTOR** in implementing the Ground Mounted Solar PV Plant for the **CLIENT** shall be as per the guidelines in the Tender.

3. ROLES AND RESPONSIBILITIES

Sl. No.	Description	Primary Responsibility
1	ENGINEERING & PREPARATION	
1.1	Project DPR, Implementation Plan	Contractor
1.2	Design Basis Document, Creation of Engineering Drawings, specification, construction drawings	Contractor
2	PROCUREMENT	
2.1	Solar PV modules	Contractor
2.2	Module mounting structures –Fixed Tilt	Contractor
2.3	DC Cables	Contractor
2.4	Inverters & String Combiner Box	Contractor
2.5	Any other procurement (as per site requirement)	Contractor
3	CONSTRUCTION ACTIVITIES	
3.1	Site Preparation (Level ground)	Contractor
3.2	Civil Engineering Works	Contractor
3.3	Electrical Engineering Works	Contractor
3.4	Other Miscellaneous Systems	Contractor
4	PROJECT AND CONSTRUCTION MANAGEMENT	
4.1	Project Management, scheduling & tracking	Contractor
4.2	Site Supervision	Contractor

Client		Contractor	
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Sl. No.	Description	Primary Responsibility
4.3	Health Safety & Environment Monitoring	Contractor
4.4	Quality Assurance / Quality Control	Contractor
5	POST CONSTRUCTION ACTIVITIES	
5.1	As built drawings.	Contractor
5.2	Handing over copies of manuals and test report for all project components.	Contractor
6	TESTING AND COMMISSIONING	
6.1	Mechanical completion test	Contractor
6.2	PR acceptance test	Contractor
6.3	Any other testing/ reports required	Contractor

Notes:

The Contractor may subcontract some of the activities listed above after obtaining the Client's approval for the subcontractor selected and terms so agreed with such sub-contractor.

4. CONTRACT PRICE; PAYMENTS TO CONTRACTOR

4.1. Contract Price

The Contractor shall be paid a total Contract Price of Rs. 50.11 Wp_{DC}.

	Item	Rs/ Wp (DC) (Base Rate)		GST	Rs/ Wp (DC) (Total Rate)
	Solar System Supply & Design & Installation Solar Modules (Panels), Inverters, DC Supply, MMS, Civil Works, Transportation Warehouse, Liaising PMC, Testing & Commissioning	43.96		6.15	50.11

4.2. Payment Terms

Solar System Supply & Design & Installation Solar Modules (Panels), Inverters, DC Supply, MMS, Civil Works, Transportation Warehouse, Testing & Commissioning	On actuals as per the Contractor's invoices of estimated procurement and costs, with the
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Client <i>Saurabh Go</i>	Contractor <i>Ankit</i>
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	Contractor's margin payable on project commissioning.
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4.3. Variation in Contract Price

In case of any statutory variations in the rate of applicable taxes and duties, or imposition of new taxes & duties, including but not limited to, anti-dumping duties, during the tenure of this Agreement, the same shall be borne by the Client.

5. Completion & Completion Period


- 5.1. The Contractor shall submit to the Client an implementation plan within 5 working days of the Effective Date (or such time as mutually agreed between the parties), charting out all key activities along with their timelines, from the Effective Date until Commissioning of the Solar Ground Mounted Plant (the “**Implementation Plan**”).
- 5.2. The Solar Ground Mounted Plant shall be considered commissioned whenever it is synchronized with the Grid.
- 5.3. The Solar Ground Mounted Plant shall be erected and commissioned by 31 March 2024 (“**Scheduled Commissioning Date**”), unless mutually agreed by both Parties.
- 5.4. The Scheduled Commissioning Date shall be extended:
 - i. In the event of payment delays by the Client, by the number of days of such delay.
 - ii. In the event of the Client not approving within 3 working days the designs, or variations to any designs, submitted by the Contractor, by the number of additional days taken by the Client to provide its approvals.
 - iii. In the event of the Client not approving within 3 working days the vendors and rates negotiated jointly by the Client and Contractor, by the number of additional days taken by the Client to provide its approvals.
 - iv. In the event of inhibited site access, by the number of days the Contractor are not provided uninhibited site access.
 - v. In the event of any Force Majeure, by the number of days such Force Majeure persists.

6. LIQUIDATED DAMAGES

The Contractor shall be liable to pay to the Client Liquidated Damages equivalent upto 3% of the Contract Price to be deducted 0.5% for every 1 month of delay.

7. LANGUAGE AND NOTICES

All communications and documentation concerning the Contract will be made in written form in English and may be sent by prepaid recorded delivery or registered post or email to the following:

Client 	Contractor 
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To the Client at:

Kind Attn: Saurabh Rao
Designation: Director
Address: B-9 6428, Vasant Kunj, Delhi 110070
Tel. No: +91 9995761632 / +44 7725279552
Email: Saurabh.rao@talfsolar.com

To the Contractor at:

Kind Attn: Ankit Jain
Designation: Director
Address: B-9 6428, Vasant Kunj, Delhi 110070
Tel. No: +91 9582372982
Email: ankit.jain@talfsolar.com

8. CONTRACTOR OBLIGATIONS

8.1. Compliance

The Contractor hereby undertakes and covenants that it shall obtain and maintain, at its own cost and expense all licenses, permissions, registrations, certifications, non-objection certificates and such other related documents required by law undertaking work as per good industry standards. The Contractor shall fully comply with the terms and conditions relating to the documents and shall keep such documents valid and subsisting for a period of 3 months after the date of Solar Ground Mounted Plant Commissioning.

8.2. Sub-Contractors

- i. The Contractor shall ensure any subcontractors contracted by it abide by all the terms of clauses of this Agreement (as relevant) as if they were a Party to such Agreement.
- ii. The Contractor shall ensure any subcontractors contracted by it provide indemnities directly to the Client as per clause 8.
- iii. In all circumstances, regardless of whether any work has been subcontracted by the Installer, the Installer remains liable to perform its duties and obligations under this Agreement as if all such work were being undertaken directly by the Installer.
- iv. The Supplier shall not be permitted to subcontract any of its work or obligations under this Agreement.

8.3. Records

The Contractor shall handover copies for all originals (as applicable) of all licenses, permission, registrations, certifications, NOCs, and field notes by its engineers to the Client after Commissioning.

Client 	Contractor 
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9. CONFIDENTIAL INFORMATION

9.1. Any information provided in writing (or if provided orally or in another form, provided immediately thereafter in writing) and marked and identified as confidential, shall be considered “**Confidential Information**”.

9.2. Both Parties commit to not disseminating such Confidential Information to any third party without the consent of the other Party, provided however both Parties shall be free to share any information with their financial creditors, prospective financial creditors, investors and any other government/ regulatory body.

10. INDEMNIFICATION

10.1. The Contractor agrees to protect the Client and hold the Client harmless against any losses, actions, suits, proceedings and claims, liabilities, charges, expenses, costs (including attorney’s costs) or damages of whatsoever nature from any loss or claim arising out of inherent defects in the Solar Ground Mounted Plant, negligence of the Contractor’s or subcontractors’ employees or representatives in the installation of the Solar Power System.

10.2. Each Party hereby indemnifies and shall keep indemnified the other Party, its directors, officers, agents, authorized representatives and employees against any losses, actions, suits, proceedings and claims, liabilities, charges, expenses, costs (including attorney’s costs) or damages of whatsoever nature arising from or in connection with breach of any obligations, representations, warranties or covenants by it or its employees or representatives.

10.3. The indemnifying Party shall pay the indemnified Party all indemnity amounts within 15 (Fifteen) days of demand.

10.4. The indemnifications included in this clause shall survive the term of this Agreement for 2 years.



11. TERMINATION

11.1. The Client may terminate this Contract by ensuring all costs incurred by or irrevocably committed to by the Contractor until such termination, are fully paid.

11.2. The Contractor may terminate this Agreement by returning to the Client all sums received by them under this Contract after deducting incurred costs of equipment or materials whose full ownership and possession has been transferred to the Client.

11.3. Notwithstanding anything contained in this Agreement, the Contractor and Client shall be entitled to forthwith terminate this Agreement without notice, upon the occurrence of any of the following events.

- i. Gross negligence or other material violation of the terms of this Agreement.
- ii. Conviction or prosecution of any partner or criminal proceedings against either party
- iii. If a Force Majeure Event occurs which causes delays beyond 3 months
- iv. if the other Party becomes party to a bankruptcy or insolvency proceeding or to proceedings involving a composition of creditors or makes an assignment for the benefit

Client 	Contractor 
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of creditors or if a custodian, receiver or any other person with like power is appointed to take charge of or liquidate all or part of the other Party's business, property or assets or if an order is made or a resolution is passed for winding up or liquidation of the other Party or if the other Party adopts or takes any corporate proceedings for its liquidation, winding up or dissolution.

- 11.4.** The expiry or termination of this Agreement shall not affect the rights, liabilities of the Parties as may have accrued prior to the expiration or termination date and all continuing obligations of the Parties shall survive the expiry or termination of this Agreement.
- 11.5.** The termination of this agreement will not have any effect on the liability of the Client towards the Contractor for any payment which is due, on the basis on any unutilized material procured by the Contractor specifically for the Client under the terms of this Agreement and supplied to the Client or otherwise utilized in the Solar Ground Mounted Plant.
- 11.6.** In the event that the of any term contained in this Agreement being deemed by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, the Agreement shall not stand terminated and instead such illegal, invalid or unenforceable term shall merely be expunged from the Agreement and all other provisions shall remain in full force.

12. ACKNOWLEDGEMENTS

- 12.1.** Each party acknowledges that it in entering into this Agreement it has relied on only those representations, statements, and warranties expressly included in this Agreement.
- 12.2.** Each Party has taken whatever legal advice it deemed necessary in relation to this Agreement and has entered into this Agreement entirely on its own volition, without any coercion or pressure.

13. ARBITRATION

- 13.1.** In case of any dispute between the Parties arising out of this Agreement, the Parties shall in good faith try to resolve the dispute amicably with the involvement of their respective Managing Directors / Business Unit Heads or appointed nominees of the Parties in this behalf.
- 13.2.** If the dispute is not resolved within thirty (30) days of the dispute being referred for resolution by a Party to the other Party, in such eventuality, all disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, which are not settled and all claims in connection with it in respect of which no dispute exists but which require enforcement, shall be finally settled in accordance with the Arbitration and Conciliation Act, 1996 and any modifications thereto. The Parties shall mutually decide to agree upon a sole arbitrator failing which each Party shall appoint one arbitrator and such two appointed arbitrators shall appoint the third arbitrator who shall be acting as the presiding arbitrator. In case, the Parties fail to appoint the arbitrators, then in that case the arbitrators shall be appointed in accordance with provisions of Arbitration and Conciliation Act, 1996 and any modification thereof. The seat of the arbitration shall be New Delhi.
- 13.3.** The language to be used in the arbitration proceedings shall be English.


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14. GOVERNING LAW AND JURISDICTION

This Agreement shall, in all respects be governed by and construed in accordance with the laws of India and the courts at New Delhi shall have the sole and exclusive jurisdiction to entertain any disputes that may arise hereunder.

15. FORCE MAJEURE

- 15.1.** If at any stage during the period of the contract, the performance of any obligations under the contract is prevented or delayed wholly or partly by reasons of war, hostility, fire, famines, floods, lightning, epidemics, sabotages, quarantine restrictions, civil unrest, terrorism, unforeseen changes in weathering pattern altering global horizontal irradiance such as El-Nino effect or other acts of God, Government or Law (herein after referred to as eventualities) then notice of the happening of any such eventuality will be given within 7 days from the date of occurrence of any such eventuality. In such case neither party shall, by reasons of such eventuality, be entitled to terminate this contract, nor shall any claim be made for damages against the order in respect of such non-performance or delay and the performance and deliveries of the contract will be resumed as soon as practicable after such eventuality has come to an end or ceased to exist.
- 15.2.** The Client's obligations to make payments under this Agreement in respects of works undertaken by the Contractor shall not stand terminated as a result of such Force Majeure.
- 15.3.** The Party prevented, whether temporarily or permanently, from fulfilling its obligations under this Agreement by Force Majeure (the "**Affected Party**") shall notify the other party through written means including email (provided a 'delivery receipt' has been generated) and/or post within one week after occurrence and cessation of such Force Majeure. In such communication, the Affected Party shall establish how the Force Majeure that has delayed performance of the Affected Party is beyond its reasonable control and not due to the default or negligence of the Affected Party.
- 15.4.** If a Force Majeure event continues for more than three months and the parties are not able to reach an agreement on the continuation of this Agreement within a further one month of such date (i.e. 4 months from the start of the Force Majeure event), the Parties shall have the right to terminate this Agreement. In case of termination by the Client under this clause, the Contractor shall be entitled to be paid:
- i. The amounts payable for the work completed till the date of such termination
 - ii. The cost of materials that have been delivered to the Client, or of which the Client is liable to accept delivery (provided that the Client may demand delivery of such items prior to making payment)
 - iii. Any other cost or liability, including unamortised cost of materials, which was reasonably incurred by the Contractor in the expectation of completion of its scope of work.
 - iv. Demobilization cost of the Contractor's personnel and equipment

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- v. Any other costs incurred by the Contractor on account of cancellation of its orders placed with suppliers.

16. WARRANTIES:

16.1. The Contractor warrants to the Client that all equipment procured by the Contractor/ its sub-contractors shall:

- i. Be new and of good quality;
- ii. Be free from improper workmanship and Defects;
- iii. Comply with all applicable requirements of the Tender, Applicable Laws and all Applicable Permits;
- iv. Be fit for the Client's use in and as a solar photovoltaic power generation facility; and
- v. Be free and clear of all Liens other than Permitted Liens.

16.2. The Contractor warrants to the Client that:

- i. All works undertaken by the Contractor under this agreement, and particularly as per clause 3, shall be of good workmanship.
- ii. For a period of 5 years from the Commissioning Date of the last Solar Power System, the Contractor shall rectify any part of the Solar Ground Mounted Plant found defective due to faulty workmanship or faulty materials (when procured by the Contractor/ its sub-contractors) or any other reason attributable to the Contractor.
- iii. The Contractor will obtain manufacturer's warranties on the Solar PV modules, inverters and other components of the Solar Ground Mounted Plant, for which manufacturer's warranties are available, and such warranties shall be in the name of the Client. The Contractor may exercise any rights under the manufacturers' warranties on behalf of the Client with its consent.
- iv. Wherever any manufacturers' warranties are temporarily in the name of the Contractor, such warranties shall be assigned to the Client upon a request by the Client.

16.3. Each Party warrants to the other Party:

- i. It is a company duly incorporated under the laws of India and it has all corporate powers and has all applicable government approvals required to carry on its business as now conducted, and it is moreover duly qualified to do business in the jurisdiction where it operates.
- ii. It has the full legal right, capacity and authority to enter into this Agreement and this Agreement constitutes a legal, valid and binding obligation on it.
- iii. It has the corporate power and authority to execute and deliver the terms and provisions of this Agreement and has taken all necessary corporation action to authorize

Client 	Contractor 
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the execution and delivery by it of this Agreement and the transactions and actions contemplated therein.

17. INSURANCE

17.1. The Contractor shall, at its own expense, take and maintain all insurance they is required to under this Agreement, including transit, storage and erection all risk insurance cover.

18. LIMITATION OF LIABILITY

- 18.1.** No Party shall be liable, whether in contract or otherwise, to the other Party for special, indirect or consequential loss or damages, (including but not limited to loss of production, loss of reputation, loss of income or loss of profit), except in the case of fraud, willful default, reckless misconduct or negligence of the defaulting Party
- 18.2.** The maximum aggregate liability of the Contractor to the Client arising out of or in connection with this Agreement or any breach, non-performance or faulty performance of any provisions hereof cannot amount to more than 25% (Twenty Five percent) of the Contract Price. Provided however such limitation of liability does not cover Clause [16.2], the liabilities under which may exceed such limitation.

19. ASSIGNMENT

No Party may assign its rights and/or obligations under this Contract without the consent of the other Parties

20. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed to create a partnership, joint venture or employer-employee relationship between the Parties. Neither Party is or shall act as the other’s agent, partner, employee, or representative.

21. NO IMPLIED WAIVERS





Except as expressly provided in this Agreement, waiver by either party, or failure by either party to claim a default, of any provision of this Agreement shall not be a waiver of any default or subsequent default.

22. HEADINGS

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

Client <i>Saurabh Rao</i>	Contractor <i>Ankit</i>
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IN WITNESS WHEREOF The parties hereto have executed **this Agreement in Delhi** and have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

Party	Authorised Signatory Name and Title	Signature and Company Stamp	Witness name, address and Signature
Talf SAC Solar Urja Private Limited	Saurabh Rao, Director	 	
Talf Solar India Private Limited	Ankit Jain, Director	 	

Client 	Contractor 
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