



सत्यमेव जयते

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₹100

e-Stamp

Certificate No. : IN-DL26082176928392U
 Certificate Issued Date : 30-Apr-2022 11:46 AM
 Account Reference : IMPACC (IV)/ dl705903/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DL70590338601990697968U
 Purchased by : MIRANDA HOUSE UNIVERSITY OF DELHI
 Description of Document : Article 5 General Agreement
 Property Description : N/A
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : MIRANDA HOUSE UNIVERSITY OF DELHI
 Second Party : TALE SAC SOLAR URJA PVT LTD
 Stamp Duty Paid By : MIRANDA HOUSE UNIVERSITY OF DELHI
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line



For SUNPRIME ENERGY SOLUTIONS PVT. LTD.

[Signature]
 Authorised Signatory



[Signature]
 कार्यवाहक प्रधानाचार्या / Officiating Principal
 मिरांडा हाऊस / Miranda House
 दिल्ली विश्वविद्यालय / University of Delhi
 दिल्ली / Delhi-110 007

Mallika Vene

Monish Tomar

Statutory Alert

1. The authenticity of this e-stamp certificate should be verified at www.e-stamps.gov.in or using e-Stamp Mobile App of Stock Holding Corporation of India.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
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NOVATION AGREEMENT

This Novation Agreement (this "Agreement") is executed on this **17 MAY 2022** day of May, 2022 ("Execution Date") by and amongst:

Miranda House, University of Delhi, GC Narang Road, New Delhi-110007 (hereinafter referred to as "Purchaser" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **FIRST PART**;

AND

Sunprime Energy Solutions Pvt. Ltd., a company registered under the Companies Act, 1956, having CIN 9271DL2016PTC303059, and having its registered office situated at Devika Tower, 602, 6th Floor, Nehru Place, New Delhi - 110019 (hereinafter referred to as "Transferor") of the **SECOND PART**;

AND

Talf SAC Solar Urja Pvt Ltd, a Company Registered under the Companies Act, 2013 having CIN U29190DL2021PTC386684 and having its registered office situated at B-9, 6428, Vasant Kunj, Delhi 110070 (hereinafter referred to as "Transferee" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **LAST PART**.

Each of the Purchaser, Transferor and Transferee shall hereinafter be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS

- A. The Transferor is engaged in the business of building and operating power plants, including grid connected rooftop power projects.
- B. The Transferor and the Purchaser entered into a Power Purchase Agreement (the "PPA") dated **30th of April 2022** whereby the Transferor was required to install and operate a solar photovoltaic power plant of 1000 kWp capacity under Virtual Net Metering and rooftops to supply solar power to the Purchaser on the terms and conditions of the PPA.
- C. In conformity with Clause 13.2 of the PPA, the Transferor hereby intends to transfer all its rights, liabilities and obligations under the PPA to the Transferee and the Purchaser has consented to the same. Accordingly, the Transferor wishes to transfer by novation to the Transferee and the Transferee wishes to accept the transfer by novation of, all rights, liabilities, duties and obligations of the Transferor under and in respect of the PPA.
- D. The Transferor desires to be released and discharged from further performance or obligations of the said PPA, which the Transferee has consented to, and the Purchaser has agreed to release and discharge the Transferor of all its obligations under the said PPA.

 Authorised Signatory	 Transferee	 Purchaser
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NOW THEREFORE, in consideration of the foregoing and relying on the mutual representations, warranties covenants, indemnities and agreements and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

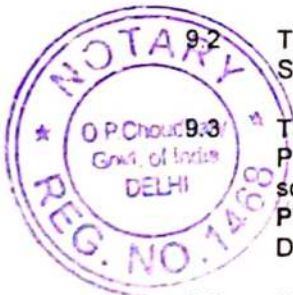
1. On and from the date of execution of this agreement ("**Execution Date**"), the Transferee undertakes to be bound by the terms and conditions, undertakings, stipulations, representations and warranties of the Transferor, as contained in the PPA, in all respects, as if the Transferee had been party to the PPA in place of the Transferor.
2. The Purchaser consents to the execution of this Agreement inside the notice period of 15 days as per clause 13.2.
3. The Transferor hereby agrees and undertakes to submit to the Transferee all original executed copies of the PPA and any and all documents provided to it or otherwise in its possession that relate to the PPA.
4. On the Execution Date, the Purchaser unconditionally releases and discharges the Transferor from further performance of the PPA and accepts the liability of the Transferee to perform all obligations under the PPA in lieu of the liability of the Transferor.
5. On the Execution Date, the Purchaser confirms that it has no claims or demands whatsoever in respect of the PPA against the Transferor.
6. The Purchaser accepts novation of PPA in favour of the Transferee and the Purchaser further confirms that it shall continue to be bound by the terms and conditions, undertakings, stipulations, representations and warranties of the Purchaser as contained in the PPA, in all respects.
7. On the Execution Date, the Transferor also confirms that it has not received any claims or demands whatsoever in respect of the PPA from the Purchaser.
8. On and from the Execution Date, if there arises any liability arising on part of Transferor for the acts performed by them under the PPA (prior to Execution Date), such liability shall be the liability of Transferor.
9. Installation on rooftops

9.1 References to the Transferee in this clause are in its capacity as the Power Producer.

9.2 The Purchaser requests the Transferee to install as much of the agreed capacity of the Solar PV System on the rooftops of the Purchaser as feasible.

The Transferee shall, within 5 Business Days of the Execution Date, present the Purchaser with a layout design (the "**Campus Rooftop Layout Design**") covering the solar PV capacity that can be installed on the rooftops of the Purchaser ("**Campus Solar PV System**"), and the Purchaser shall approve or reject such Campus Rooftop Layout Design within 5 Business Days of its submission.

9.4 If the Purchaser provides rooftops with at least 1,000sq m of shadow-free area for the Campus Solar PV System, the Transferee agrees to reduce the Tariff as per the originally



Transferor	Transferee	Purchaser
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For SUNPRIME ENERGY SOLUTIONS PVT. LTD.

[Signature]
Authorised Signatory

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कामधाम प्रधानमन्त्री / Officiating Principal

मिरांडा हाऊस / Miranda House
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numbered clause 6.3 of the PPA to Rs 5.50/kWh for the power supplied to the Purchaser from the Campus Solar PV System. If however the rooftops provided have less than 1,000sq m of shadow-free area, the Tariff shall remain unchanged. The Transferee shall, within 15 business days of being provided details of the rooftops being provided for the Campus Solar PV System, provide its calculation of the shadow-free area and such calculation shall be binding on the Purchaser.

9.5 The Purchaser acknowledges that on 30th September 2021, the rate of GST applicable on Solar Power Generator was increased by the Govt. of India ("GOI") from 5% to 12% vide Government Of India, Ministry Of Finance (Department of Revenue), Notification No. 8/2021-Central Tax (Rate), which has the effect on increasing the cost of implementation of the Solar Power Plant ("Project Cost") by 6.67% (being 112%/ 105%), and that the GOI imposed Basic Customs Duty of 40% on solar modules, which has the effect of increasing the Project Cost by 24% (given the industry benchmark of solar modules constituting ca. 60% of the cost of implementation of a solar power plant). Taken together, these changes in tax rates increase the Project Cost by 32%. This change in project cost is applicable in various clauses of the PPA, and in particular forms the basis for Schedule II of the PPA.

9.6 If the Purchaser desires to:

- repair or undertake any further construction activity on the rooftops on which the Campus Solar PV System is installed;
- construct other buildings or structures that, when constructed, cast shadows on the Campus Solar PV System;
- plant trees that cast shadows on the Campus Solar PV System;

then, the Purchaser may ask the Transferee in writing to:

- immediately relocate the Campus Solar PV System on other rooftops; or
- temporarily dismantle the Campus Solar PV System for the purpose of reinstallation on the same or other comparable rooftops after such repairs/ construction work has been completed.

It is agreed between the Purchaser and the Transferee that if the disruption to the generation of the Campus Solar PV System as a result of such relocation or dismantling is more than 3 months in aggregate across the tenor of the PPA, 'deemed generation' provisions shall apply, i.e. the Purchaser shall pay, at the agreed Tariff, the Transferee for power that the Campus Solar PV System would have generated during such period of disruption (being equal to the generation of the same period in the preceding year, or if no such precedent is available, then the average monthly generation of the Campus Solar PV System in its first year of operation).

9.7 The Transferee shall, within 15 Business Days of receipt of the Purchaser's written request as per clause 9.6 above, provide the Purchaser an implementation plan and estimated costs of such relocation, which the Purchaser agrees to bear and pay to the Transferee ahead of such relocation works. Within 15 Business Days of completion of such relocation work the Transferee shall submit to the Purchaser a statement of actual expenses incurred and the Transferee and the Purchaser shall settle accounts between themselves such that the Transferee is paid the full cost associated with such relocation work and no more.

Transferor	Transferee	Purchaser
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For SUNPRIME ENERGY SOLUTIONS PVT. LTD.

[Signature]
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9.8 The Purchaser shall pay the Transferee deemed generation from the portion of the Campus Solar PV System that is affected by such relocation work, calculated as the estimated generation from the affected portion of the Campus Solar PV System as per the industry standard PVSyst software.

10. Correction of numbering mistakes

10.1 Subclause 1.1 (z) "Metering Date" shall be renumbered as 1.1 (aa) and all subsequent subclauses originally numbered 1.1 (aa) to 1.1 (ll) shall be numbered 1.1 (bb) to 1.1(mm) accordingly.

10.2 Subclause 4.1 (g) shall be renumbered as 4.1 (f) and all subsequent subclauses originally numbered 4.1 (h) to 4.1 (i) shall be numbered 4.1 (g) to 4.1(h) accordingly.

11. The Purchaser hereby agrees:

11.1 In clauses 8.2 and 14.3 of the PPA, the Power Producer's contact details shall stand amended as under:

Talf SAC Solar Urja Pvt Ltd
B-9 6428, Vasant Kunj, Delhi 110070
Phone : +91 9582372982

Ankit.jain@talfsolar.com / Saurabh.rao@talfsolar.com



11.2 The Transferee shall provide a revised Annexure-I of the PPA to the Purchaser within 15 business days of execution of this Agreement.

12. Miscellaneous

12.1 Capitalised terms used herein and not otherwise defined shall have the meanings set forth in the PPA.

12.2 This Agreement may be executed in counterparts, each of which when executed and delivered shall be an original, but together shall constitute one and the same instrument.

12.3 Notices:

(i) All notices, requests, waivers and other communications made pursuant to this Agreement shall be in writing and signed by or on behalf of the Party giving it. Such notice shall be served by sending it by facsimile to the number set forth below or delivering by hand, e-mail, mail or courier to the address set forth below. In each case it shall be marked for the attention of the relevant Party set forth below:

If to the Transferor:

Attention: Mr. S K Saini
Address: 602, 6th floor, Devika Tower, Nehru Place, New Delhi - 110019

Transferor	Transferee	Purchaser
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For SUNPRIME ENERGY SOLUTIONS PVT. LTD

Authorised Signatory



कार्यवाहक प्रधानाचार्य / Officiating Principal
मिरांडा हाऊस / Miranda House
दिल्ली विश्वविद्यालय / University of Delhi
दिल्ली / Delhi-110 007

Email: sunprime.energysol@gmail.com
Telephone: +91-9818100758

If to the Purchaser:

Address: Miranda House, University of Delhi,
GC Narang Road, New Delhi-110007
Email: principal@mirandahouse.ac.in

If to the Transferee:

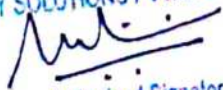
Attention: Mr. Ankit Jain
Address: B-9, 6428 Vasant Kunj Delhi 110034
Email: ankit.jain@talsolar.com
Telephone: +91 9582372982

- (ii) A Party may change or supplement the addresses given above, or designate additional addresses, for purposes of this Clause by giving the other Parties written notice of the new address in the manner set forth above.
- 12.4 The Parties affirm and agree that this Agreement shall supersede contradictory provisions, if any, of the PPA.
- 12.5 This Agreement and all questions of its interpretation shall be governed in the manner mentioned in the PPA. Any disputes or differences arising out of or in connection with this Agreement shall be resolved in the manner provided in the PPA.

[SIGNATURE PAGE FOLLOWS]



Transferor	  Transferee	 Purchaser
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For SUNPRIME ENERGY SOLUTIONS PVT. LTD.

Authorised Signatory

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दिल्ली / Delhi-110 007

IN WITNESS WHEREOF, the Parties have entered into this Agreement the day and year first above written.

For and on behalf of
Miranda House

For and on behalf of
Sunprime Energy Solutions Pvt Ltd

कार्यवाहक प्रधानाचार्य / Officiating Principal
मिरांडा हाऊस / Miranda House
Authorized signatory
Name: दिल्ली विश्वविद्यालय / University of Delhi
दिल्ली / Delhi-110 007

For SUNPRIME ENERGY SOLUTIONS PVT. LTD.
Authorized signatory
Name: Sudarshan Kumar Saini

For and on behalf of
Talf SAC Solar Urja Pvt Ltd

SAC SOLAR URJA PVT. LTD.
Authorized signatory
Name: Ankit jain



ATTESTED
NOTARY PUBLIC, DELHI

17 MAY 2022

Transferor	Transferee	Purchaser
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कार्यवाहक प्रधानाचार्य / Office
मिरांडा हाऊस / Miranda House
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