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IN-UP48537641499709W

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Signature: Chandra Prakash
ACC Name: Chandra Prakash
Mobile-8700977028ACC Code. UP14018804
Add:- Sec15, Gulmohar Complex Noida
License No.-210/2022 & Distt.-G.B. Nagar

Certificate No.

: IN-UP48537641499709W

Certificate Issued Date

: 30-Jan-2024 12:52 PM

Account Reference

: NEWIMPACC (SV)/up14018804/ GAUTAMBUDDH NAGAR 1/ UP-GBN

Unique Doc. Reference

: SUBIN-UPUP1401880493192451055650W

Purchased by

: TRUERE UP 2 PRIVATE LIMITED

Description of Document

: Article 5 Agreement or Memorandum of an agreement

Property Description

: Not Applicable

Consideration Price (Rs.)

:

First Party

: CAVENDISH INDUSTRIES LIMITED

Second Party

: TRUERE UP 2 PRIVATE LIMITED

Stamp Duty Paid By

: TRUERE UP 2 PRIVATE LIMITED

Stamp Duty Amount(Rs.)

: 500
(Five Hundred only)

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500

Please write or type below this line

IN-UP48537641499709W



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POWER DELIVERY AGREEMENT

This agreement (hereinafter referred to as "**Agreement**") dated this, the **30th January 2024** (hereinafter referred to as "**Execution Date**"), is executed at New Delhi.

BY AND BETWEEN

CAVENDISH INDUSTRIES LTD., a company within the meaning of the Companies Act, 2013 having its registered office at 7, Council House Street, Kolkata, West Bengal - 700001, India, and having one of its tyre manufacturing facilities at Laksar, Haridwar, Uttarakhand – 247663, India (hereinafter referred to as "**CIL**" which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the First Part;

AND

TRUEERE UP 2 Private Limited, a company within the meaning of the Companies Act, 2013, having its registered office at 202-203, Udyog Kendra Extension-II, Greater Noida, Gautam Buddha Nagar, Uttar Pradesh – 201306, India (hereinafter referred to as "**TUPL**" which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the Second Part.

"**CIL**" and "**TUPL**" are individually referred to as the "**Party**" and collectively, referred to as the "**Parties**".

WHEREAS

- A. CIL has an existing connection from the local distribution licensee, UPCL, from which it sources electricity for its tyre manufacturing facility at Laksar, Haridwar, and Uttarakhand (hereinafter referred to as "**Facility**"). CIL now wishes to procure a certain portion of its electricity requirement by setting up a solar power plant within the Facility;
- B. TUPL has represented to CIL that it shall design, finance, build and operate a **6.221 MWp** (mega-watt peak) solar power plant mounted on the pre-engineered building at the Facility (hereinafter referred to as "**Power Plant**"), and shall deliver the entire electricity generated from the Power Plant to CIL for consumption at the Facility;
- C. TUPL has further represented to CIL that the Power Plant shall qualify as a '**Captive Power Plant**' as envisaged under the **Electricity Rules 2005** promulgated under the Electricity Act 2003, subject to compliance by both the Parties with the terms of the Transaction Documents. However, it shall be a continuous responsibility of both the Parties to keep the Power Plant always qualified as '**Captive Power Plant**' as required under the Applicable Law to ensure availability of electricity and benefits of '**Captive Power Plant**' to CIL continues;
- D. TUPL unconditionally and categorically declares and represents to CIL that it has complied or shall comply, with and conform to Applicable Law for delivery of electricity pursuant to this Agreement under captive mechanism, and should any further requirement of any other Clearances becomes necessary in future for whatever reason, TUPL



shall take all steps to comply with the same at no cost to CIL and shall undertake to ensure uninterrupted electricity supply from the Power Plant for Term of this Agreement.

- E. TUPL represents to CIL that the expected life of the Power Plant shall be twenty-five (25) years from the COD of the Power Plant.
- F. TUPL, CIL and the Oriana Power Limited, which is the parent company of TUPL, have entered into a Share Subscription and Shareholders Agreement ("SSSHA") dated 30th January 2024 whereby CIL has agreed to subscribe to certain equity shares of TUPL, so as to qualify as a captive user of the Power Plant as required under the Electricity Rules, 2005 prescribed under the Electricity Act, 2003;
- G. The Parties are now desirous of recording their agreement in writing with respect to delivery and consumption of electricity from the Power Plant.

NOW THEREFORE, for mutual consideration duly acknowledged by the Parties, it is hereby agreed by and between the Parties as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following terms shall have the meaning assigned to them herein below:

- (a) **"Act"** shall mean the Electricity Act, 2003 as amended from time to time and include any statutory replacement thereof;
- (b) **"Agreement"** shall mean this Agreement and includes its recitals and the schedules appended hereto, as may be amended from time to time in accordance with the provisions contained in this Agreement;
- (c) **"Applicable Law"** shall mean all applicable laws, bye-laws, statutes, rules, regulations, orders, ordinances, notifications, protocols, treaties, codes, guidelines, policies, notices, directions, writs, injunctions, judgments, decrees or other requirements or official directive of any court of competent authority, or of any competent governmental authority, or of any person acting under the authority of any court of competent authority or of any competent governmental authority, that are effective and in force during the subsistence of this Agreement and are applicable to this Agreement;
- (d) **"Back Up Meter"** means the meter connected in parallel to the same core of the current transformers (CTs) and potential transformers (PTs) to which the Main Meter is connected and which can be used for recording the delivery of electricity from the Power Plant only in case of failure of the Main Meter;



- (e) **"Billable Units"** shall mean in a month for a Solar Power Plant as:
- i. The number of kWh metered at the main metering system at the Delivery Point as determined during the monthly JMR (Joint Meter Reading); and
 - ii. Deemed Generation Calculation as per Clause 3.8, when Deemed Generation is applicable;
- (f) **"Buyout Value"** shall have the meaning ascribed to it in Schedule C;
- (g) **"CERC"** shall mean the Central Electricity Regulatory Commission, as defined in the Act;
- (h) **"Change in Law"** shall mean the occurrence of any of the following, during the subsistence of the Agreement.
- i. the entry into force of any new Applicable Law;
 - ii. the repeal or modification of any existing Applicable Law; or
 - iii. a change in the interpretation or application of any Applicable Law by a judgment of a court of competent authority which has become binding;
- (i) **"Clearance(s)"** means any consent, license, approval, registration, filing, resolution, permit, exemption or other authorisation of any nature from a Competent Authorities, required under Applicable Law to enable TUPIL to comply with its obligations under this Agreement including for the construction, commissioning, installation, completion, operation and maintenance and removal of the Power Plant;
- (j) **"COD"** or Commercial Operation Date or Commissioning Date means the date of commencement of commercial operation of the Power Plant;
- (k) **"Commissioning"** (including any of its grammatical variations) shall mean the date when the Power Plant is ready to generate and inject electricity into the Delivery Point at LT/HT Panel within the Site's electrical system in accordance with the requirements of Applicable Law;
- (l) **"Contract Year"** shall mean the 12-month period beginning from COD, and each 12-month period thereafter in subsequent calendar years;
- (m) **"Deemed Generation"** shall have the meaning as provided in Clause 3.7;
- (n) **"Designated Area"** means the rooftop of a pre-engineered building or other open area at the Facility designated by CIL for the installation of the Power Plant;
- (o) **"Delivery Point"** shall mean the point where the electricity to be injected under this Agreement and delivered, being the Power Plant's evacuation point in the LT/HT Panel of within the Site's electrical system;



- (p) **"Discom"** shall mean the distribution licensee of the area where CIL is situated, which in this case is Uttarakhand Power Corporation Limited. (hereinafter interchangeably referred as 'Discom' or 'UPCL');
- (q) **"Due Date"** shall have the meaning ascribed to it in Clause 7.2;
- (r) **"Effective Date"** means the date of execution of this Agreement (PPA) and SSSHA;
- (s) **"Energy Charges"** means the sum of energy charges applicable, from time to time, including electricity duty, green cess, continuous supply surcharge, voltage rebate or charge, FCA, additional power purchase surcharge etc., which are to be paid on a per unit basis and as applicable for an electricity consumer falling within the category **"RTS-5 HT Industry Above 1000 kVA"**, as revised from time to time. Presently applicable Energy Charges are Rs. 7.18 per Unit as detailed in Clause 6.5;
- (t) **"Force Majeure"** or **"Force Majeure Event"** shall have the meaning ascribed to it in Clause 12;
- (u) **"Jurisdictional or Competent Authorities"** shall mean any statutory authority (including but not limited to CERC, UERC, UPCL) set up by or under Applicable Law, competent to regulate the delivery and consumption of electricity from the Power Plant;
- (v) **"Lender(s)"** means such banks, NBFC or other financial institution, including their successors and assignees, who have agreed to provide TUPL with debt financing for the Power Plant.
- (w) **"Main Meter"** or Main Metering System, means all meter(s) and metering devices installed at the Delivery Point for measuring and recording the delivery of electricity from the Power Plant;
- (x) **"Non-performing Party"** shall have the meaning ascribed to it in Clause 12.2;
- (y) **"Selectee"** means, a new company (i) proposed by the Lenders, read and approved by CIL (ii) or proposed by CIL and approved by the Lenders, for substituting TUPL for the residual period of the Agreement by amendment of the Agreement or by execution of a fresh power purchase agreement but fully in accordance with the terms and conditions contained in this Agreement;
- (z) **Site** shall mean the premises described in Schedule A,
- (aa) **"Transaction Documents"** shall mean this Agreement, the SSSHA and any other documents designated by the Parties as a Transaction Document;
- (bb) **"UERC"** means Uttarakhand Electricity Regulatory Commission;
- (cc) **"Units"** or **"kWh"** means kilo Watt hours; **"Year"** shall mean a period of 12 calendar months.



1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) references to a Party shall include its successors, permitted assigns and any persons deriving interest or title under that Party;
- (b) the singular includes the plural and *vice versa*;
- (c) the male gender includes the female, and *vice versa*;
- (d) the expressions "hereof", "herein" and similar expressions shall be construed as references to this Agreement as a whole and not limited to the particular Clause or provision in which the relevant expression appears;
- (e) the words "including" and "includes" shall always mean "including, without limitation" and "includes, without limitation", respectively;
- (f) each of the representations and warranties provided in this Agreement is independent of the other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- (g) reference to books, files, records or other information or any of them means books, files, records or other information or any of them in any form or in whatever medium held including paper, electronically stored data, magnetic media, film and microfilm;
- (h) reference to an agreement or document shall be construed as reference to such agreement or document as the same may have been amended, varied, supplemented or novated in writing at the relevant time in accordance with the requirements of such agreement or document and if applicable, of this Agreement;
- (i) the descriptive headings of clauses, sub-clauses, sections and sub-sections are solely for convenience and are not intended as complete or accurate descriptions of the content of such clauses, sub-clauses, sections and sub-sections;
- (j) time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended in writing by the Parties, such extended time shall also be of the essence;
- (k) any grammatical form or variation of a defined term herein shall have the same meaning as that of such term;



- (l) references to recitals, sections, clauses, paragraphs and schedules are references respectively to recitals, sections, clauses, paragraphs of and schedules to this Agreement; and
- (m) any reference to any statute or statutory provision shall include:
- all subordinate legislation made from time to time under that statute or provision (whether or not amended, modified, re-enacted or consolidated);
 - such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability there under may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced.

2. CONSTRUCTION, COMMISSIONING, OPERATION & MAINTENANCE OF THE POWER PLANT

- 2.1 CIL hereby grants to TUPL permission to use the Site for the installation, operation, and maintenance of the Power Plant pursuant to the terms of this Agreement.
- 2.2 CIL shall allow the access to the Site to TUPL within 5 (five) days of the Execution Date and shall, at its cost and for the Term of this Agreement:
- (a) provide construction and auxiliary power for construction and operation of the Power Plant at nearest existing point available at Site;
 - (b) provide a water tapping point with access to clean water at nearest existing point available at Site;
 - (c) provide 24/7 internet connectivity;
 - (d) ensure that all arrangements and infrastructure for receiving electricity beyond the Delivery Point are ready on or prior to the COD and is maintained in such state in accordance with Applicable Law through the Term of the Agreement;
 - (e) allow integration of Power Plant with DG set at the Facility to TUPL.
- 2.3 TUPL shall install and commission the Power Plant no later than 6 (six) months from the Effective Date (hereinafter referred to as "**Scheduled Commissioning Date or SCOD**").
- 2.4 Notwithstanding Clause 2.3 above, the SCOD shall be extended for at least a day for day basis, if one of the following events occur.



- (a) TUPL and CIL mutually agree upon a revised SCOD for the Power Plant;
- (b) a Force Majeure Event or a Change in Law has occurred which affects TUPL's ability to construct and Commission the Power Plant;
- (c) there is an inordinate / unprecedented delay in receipt of any consents and approvals from the Jurisdictional Authority which is beyond the control of TUPL subject to TUPL submitting its justification with supporting documents for such delay to CIL to its satisfaction and approved by CIL;
- (d) CIL delays or fails to perform its obligations under this Agreement.

2.5 In the event TUPL fails to Commission the Power Plant on or before the SCOD, TUPL shall be entitled to a cure period of 30 (thirty) days during which TUPL shall be required to Commission the Power Plant, failing which TUPL shall be liable to pay CIL delay liquidated damages accruing on a monthly basis for an amount equal to the difference between the Energy Charges and Landed Cost of Electricity from Power Plant to CIL, multiplied by the monthly pro-rata Guaranteed Energy till the month in which Commissioning takes place (hereinafter referred to as "Delay Liquidated Damages"). TUPL agrees and acknowledges that the Delay Liquidated Damages represent an accurate pre-estimate of damages likely to be suffered by CIL due to non-delivery of the Guaranteed Energy for the period between the SCOD and the actual date of Commissioning.

Illustration:

Scheduled Commissioning Date = 1st November 2023

Actual date of Commissioning = 31st December 2023

Compensation payable to CIL on account of delay in Commissioning = (31st December 2023 – 1st November 2023 - 30) / 30 X Guaranteed Energy / 12 X (Energy Charges – Landed Cost of Electricity from Power Plant to CIL).

2.6 The undisputed Delay Liquidated Damages shall be adjusted by CIL from the payment against the monthly invoices to be raised by TUPL under this Agreement post Commissioning of the Power Plant, on first charge basis.

3. DELIVERY AND CONSUMPTION OF ELECTRICITY

3.1 It is categorically and specifically agreed between the Parties that electricity produced from the Power Plant shall not be sold or caused to be sold to a third Party during the validity of the Term of this Agreement.

3.2 TUPL hereby agrees to deliver the entire quantum of electricity generated from the Power Plant to CIL. The expected availability of electricity from the Power Plant is 6,479 Million Units / Contract Year (hereinafter referred



to as "Expected Energy"). The degradation factor of 0.70% p.a. from the 2nd Contract Year onwards till the Term of the Agreement shall be applicable.

- 3.3 From the COD of the Power Plant and continuing throughout the Term of this Agreement, unless prevented by a Force Majeure Event, TUPL undertakes to deliver such minimum guaranteed units each Contract Year at the Delivery Point as set out in SCHEDULE B: **Expected & Guaranteed Energy** (hereinafter referred to as "**Guaranteed Energy**"). If the delivered units in any Contract Year falls below the **Guaranteed Energy** due to reasons not attributable to CIL, TUPL shall compensate CIL for the shortfall in delivered units below the **Guaranteed Energy** based on the difference between the Energy Charges and the Landed Cost of Electricity from Power Plant to CIL.

Illustration:

Guaranteed Energy = 10 MUs

Actual Delivery = 8.00 MUs

Shortfall Compensation = (10 MUs – 8.00 MUs) X (Energy Charges – Landed Cost of Electricity from Power Plant to CIL)

- 3.4 Notwithstanding the Clauses above, the Parties agree that TUPL shall not be liable to pay damages of any kind in the event it is unable to deliver the **Guaranteed Energy** if electricity is not being consumed by CIL beyond the Delivery Point resulting in downtime of the Power Plant.
- 3.5 From the COD of the Power Plant and continuing throughout the Term of this Agreement, unless prevented by a Force Majeure Event, CIL ensures to consume entire electricity generated from the Power Plant. In case CIL fails to consume the entire electricity generated from the Power Plant due to lack of load or for any other reasons attributable to CIL, CIL shall be liable to pay TUPL the Tariff against the Deemed Generation (limited to **8.479 MUs / Contract Year** adjusted for applicable degradation factor).
- 3.6 In case in future, due to any regulatory requirement, CIL is required to submit its daily electricity drawl schedule from grid to Jurisdictional Authorities, TUPL on best effort basis shall provide a day ahead schedule of electricity generation expected from the Power Plant, so that CIL efficiently plans its energy mix and submits the schedule to Jurisdictional Authorities accordingly.
- 3.7 **Deemed Generation**

In case CIL has not enough load during any period, or for any reasons attributable to CIL, CIL is not able to consume the entire quantum of electricity from the Power Plant (limited to **8.479 MUs / Contract Year** adjusted for applicable degradation factor) which the Power Plant would be capable to generate, there shall be a loss of generation, and CIL shall compensate TUPL for such loss of generation at applicable Tariff (the loss of generation due to reasons attributable to CIL hereinafter to be referred to as the "**Deemed Generation**").



Deemed Generation shall also be billed in case of following events:

- (a) If it is established by TUPL that the Power Plant is damaged by any acts of negligence by CIL, or any of its employees, agents, contractors, or affiliates etc.;
- (b) The temporary relocation of the Power Plant due to Site repairs or for any other reason either at the request of CIL or due to acts of negligence or omission of CIL or its employees, agents or contractors or affiliates. It is agreed between the Parties that CIL shall pay to TUPL for all work required by the TUPL to disassemble or move the Power Plant and re-assemble the same after completion of such repair work.
- (c) Shading resulting from structures constructed after the Execution Date, not being structures created by TUPL;
- (d) Non-synchronization of DG set to the Power Plant or temporary / permanent disconnection of the same.

3.8 Deemed Generation Calculation

When deemed generation is applicable, Billable Units of electricity shall be calculated as mentioned below.

Deemed Generation during a particular period of downtime (Power Plant's non-operational days) shall be calculated as per the average generation during the last month for the downtime period, and such Deemed Generation units for the entire billing month shall be billed and the corresponding amount payable shall constitute the Deemed Generation charges.

However, Deemed Generation on partial operational days shall be calculated as per the average generation during that day from the operating inverters on that day and such Deemed Generation units for the entire billing month shall be billed and the corresponding amount payable shall constitute the Deemed Generation Charges.

4. GENERAL OBLIGATIONS AND UNDERTAKINGS OF CIL

- 4.1 CIL has a connection agreement with UPCL and shall comply with all requirements under Applicable Law and of the Jurisdictional Authorities.
- 4.2 CIL shall without obligation provide all assistance to TUPL in relation to obtaining and maintenance of Clearances, for development and Commissioning of the Power Plant. It is clarified that it shall be the responsibility of TUPL to obtain all necessary Clearances, approvals and sanctions at its own cost from the concerned Jurisdictional Authorities to deliver the electricity to CIL.
- 4.3 Providing clean water for periodic cleaning of the solar panels. The water requirement is estimated at 10 litres per kWp of Power Plant capacity per month and may vary from time to time.



4.4 CIL shall:

- (a) not re-sell the electricity delivered by the Power Plant to any person / other third party;
- (b) provide a feeder for the Power Plant to feed the electricity generated at the Delivery Point;
- (c) take care in normal course to provide security protection to the Power Plant and the assets of TUPL installed / kept at the Designated Area (or such other place to which the Power Plant is relocated in accordance with this Agreement) as being provided to the rest of the Facility.

4.5 It is clarified and agreed between the Parties that the Power Plant shall be installed at Designated Area mutually acceptable from any infrastructure perspective. Both the Parties shall jointly perform testing of the Designated Area for any leakage, before and after the installation of the Power Plant. In case any damage is caused by TUPL's team at the Designated Area during the installation of Power Plant, it shall be sole responsibility of TUPL for its repair including assurance of leakage for 5 (five) years for the location where the jointing has been carried over. However, any repair or maintenance or replacement due to natural deterioration over the years or self-life wear and tear of the Designated Area (roof sheet, skylight, vent, and drainage system) shall be in the scope of CIL.

4.6 **Captive Arrangement**

4.6.1 Both the Parties shall take all necessary steps in order to have CIL achieve the status of a "Captive Consumer" of the Power Plant and to qualify the Power Plant as a "Captive Power Plant". TUPL shall arrange for, and maintain, all Clearances required under the Applicable Law to deliver the electricity to CIL from Power Plant under the captive mode.

4.7 **Responsibility for Maintaining "Captive" Status**

4.7.1 As the Power Plant is proposed under the captive mode, both the Parties shall act in good faith, within their respective scope and obligations, as per the provisions of the Transaction Document, and as per the Applicable Law, to ensure that the status of the Power Plant as a "Captive Power Plant" is always maintained during the Term of the Agreement.

4.7.2 Due to any Change in Law, both the Parties shall co-operate each other and take necessary steps / actions (including reduction or increase in the shareholding and / or Tariff as may be required under the new laws or regulations, as mutually accepted between the Parties) in order to achieve the compliance and maintain the captive status of the Power Plant.



4.8 Consequences on Failure of Maintaining "Captive" Status

In case TUPL fails to maintain the captive status of the Power Plant, for reasons solely attributable to TUPL, it shall compensate CIL for any additional duties, taxes and / or penalties, if become applicable, on CIL in lieu of losing such status of the Power Plant. However, in case of loss of such captive status of the Power Plant is due to reasons attributable to CIL, CIL shall bear any additional duties, taxes and / or penalties, if become applicable.

5. VALIDITY AND TENURE

- 5.1 This Agreement shall be valid and effective from the Effective Date and shall remain in force till the completion of 15 (fifteen) years from COD (hereinafter referred to as "**Term of the Agreement**").
- 5.2 The Parties shall mutually decide on the renewal and the terms and conditions of renewal of this Agreement at least 3 (three) months prior to the expiry of this Agreement.
- 5.3 Upon the expiry of Term of the Agreement, TUPL shall transfer the Power Plant to CIL at a value of Rs. 1
- 5.4 During the Term of the Agreement, CIL may also opt to buyback the Power Plant at predefined buyback value as mentioned in Schedule C.
- 5.5 The Parties may discuss, before the expiry or termination of this Agreement, entering into an operation and maintenance agreement under which TUPL shall perform all the operation and maintenance activities of the Power Plant, at mutually agreed price, terms and conditions.

6. TARIFF, RIGHTS TO BENEFITS, MINIMUM GUARANTEE

- 6.1 TUPL shall bill CIL for the Billable Units on a monthly basis at INR 4.79 per Unit (hereinafter referred to as "**Tariff**"). The Tariff shall, remain fixed for the Term of the Agreement.
- 6.2 TUPL represents to CIL that currently there are no charges, losses, duties, cross subsidy surcharge, additional surcharge, taxes, cess and any other nature of cost / expense / overhead being levied to supply of electricity from an on-site solar power plant.
- 6.3 During the term of the Agreement, all taxes / cess / levies / surcharge / duties etc. on account of delivery or consumption of electricity from the Power Plant (hereinafter referred to as "**Overheads**"), shall be borne by CIL, subject to Minimum Differential of Tariff. Currently, electricity duty, green cess and parallel operation charges are applicable as per the Applicable Law but not being levied.
- 6.4 In the event of introduction of any new / unforeseen Overheads, which are currently not mentioned as per Applicable Law, during the term of the Agreement, the same shall be borne by CIL, subject to Minimum Differential of Tariff.



- 6.5 TUPL guarantees to CIL a **"Minimum Differential of Tariff"** as mentioned below, from applicable Energy Charges. In the event "Differential of Tariff" for CIL, as determined below, due to changes in Overheads or introduction of any new Overheads, during the Term of the Agreement, breaches Rs. 0.55 per Unit, TUPL shall protect CIL and ensure Minimum Differential of Tariff of Rs. 0.55 per Unit by reducing the Tariff.

Rs. 7.18 per Unit signifies currently applicable Energy Charges on the date of signing this Agreement having following break-up:

| Particulars | Description |
|--|--------------------------|
| Energy Charge (Normal Hours only)* | Rs. 5.90 per Unit |
| Electricity Duty | Rs. 0.50 per Unit |
| Green Cess | Rs. 0.10 per Unit |
| FCA Charges | Rs. 0.00 per Unit |
| Additional Power Purchase Surcharge | Rs. 0.00 per Unit |
| Continuous Supply Surcharge (15% of Energy Charge) | Rs. 0.89 per Unit |
| Less Voltage Rebate (3.5% of Energy Charge) | Less Rs. 0.21 per Unit |
| Total Grid Charges (A) | Rs. 7.18 per Unit |
| Tariff | Rs 4.79 per unit |
| Electricity Duty | Rs. 0.50 per Unit |
| Green Cess | Rs. 0.10 per Unit |
| Parallel Operation Charges | Rs. 0.00 per Unit |
| Cross Subsidy & Additional Surcharge | Rs. 0.00 per Unit |
| Landed Cost of Electricity from Power Plant to CIL (B) | Rs. 5.39 per Unit |
| Differential of Tariff (A) – (B) = (C) | Rs. 1.79 per Unit |
| Minimum Differential of Tariff | Rs. 0.55 per Unit |

* - 9 AM to 6 PM during 1st October to 31st March and 7 AM to 6 PM during 1st April to 30th September

- 6.6 Any benefits, incentive or relaxation provided by any Governmental Authority declared and given to a generating company shall be to the credit of TUPL and CIL shall not claim the same at any time during the Term of the Agreement.
- 6.7 CIL shall be entitled to use the electricity from the Power Plant for fulfilment of its Renewable Purchase Obligation or claiming usage of green energy as per the Applicable Law, and TUPL shall not claim Renewable Energy Certificate from the Power Plant.



- 6.8 TUPL shall have rights to avail, transfer or assign carbon credits, accelerated depreciation, income tax benefits, investment allowance benefits and all other benefits arising from or accruing on account of generation of renewable energy as may be available.

7. PAYMENT TERMS

- 7.1 Bills shall be raised on a monthly basis for Billable Units in a calendar month within a period of 7 (seven) days of the next month along with JMR duly signed by both Parties.
- 7.2 Such monthly bills which are not disputed by CIL, shall be paid within 15 (fifteen) days from the receipt of that invoice by CIL from TUPL (hereinafter referred to as "Due Date"). In case the Due Date is a bank holiday the next working day shall be the Due Date.
- 7.3 If monies due under an invoice are not paid by the Due Date for that invoice, interest at the rate of the SBI 3 Month MCLR per annum shall be payable on the overdue amount.

8. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that:

- (a) it is a duly constituted and validly existing company under the Indian laws;
- (b) it has full power and absolute authority to execute and deliver this Agreement and to perform all of its duties, obligations and responsibilities arising under this Agreement;
- (c) this Agreement when executed and delivered shall constitute a valid and legally binding obligation, enforceable in accordance with the terms hereof;
- (d) the execution, delivery and performance of this Agreement does not conflict with, result in a breach of or default under any Applicable Law, order, writ, injunction or decree of any Court or statutory or regulatory authority, or any agreement, arrangement or understanding, written or oral, to which either Party is a party or by which either Party or any of its assets are bound; and there is no litigation pending or, to the best of its knowledge, threatened against either Party that questions the validity or enforceability of this Agreement or any of the transactions contemplated herein;
- (e) each Party shall comply with all applicable local, state and central laws, regulations and ordinances, and all applicable Central, State and local environmental laws and regulations presently in effect or which may be enacted during the Term of the Agreement;
- (f) TUPL shall obtain valid licenses and permissions from Jurisdictional Authorities, for delivering electricity from the Power Plant to CIL as contemplated in this Agreement and it shall keep such licenses and



permissions renewed and effective throughout the Term of the Agreement and shall comply with all the conditions of such licenses / permissions.

9. TERMINATION

Neither Party shall terminate this Agreement without any sufficient cause.

9.1 Events of Default by CIL

9.1.1 Notwithstanding any provision to the contrary, following events, shall constitute an event of default by CIL (hereinafter referred to as "CIL Event of Default"):

- (a) In case CIL fails to consume the entire electricity generated from the Power Plant and made available at the Delivery Point in any month and fails to compensate to TUPL, as per the provisions of Clause 3.5 of this Agreement; other than due to a Force Majeure Event;
- (b) In the event of default under the SSSHA;
- (c) In case of default in payment of undisputed monthly bills for more than two months other than due to Force Majeure Event;
- (d) In case of a material breach of this Agreement;
- (e) In case CIL has become voluntarily or involuntarily the subject of proceeding under any bankruptcy or insolvency laws applicable to it or has gone into liquidation or dissolution or has a receiver appointed over it or liquidator is appointed or an insolvency professional, pursuant to Applicable Law, except where such dissolution is for the purpose of a merger, consolidation or reorganisation, and where the resulting entity has the financial standing to perform its obligations under this Agreement and creditworthiness similar to CIL, and expressly assumes all obligations under the Transaction Documents, and is in a position to perform them.

9.1.2 Up on the occurrence of any CIL Event of Default, TUPL shall have the right to deliver a written default notice (hereinafter referred to as "TUPL Default Notice") to CIL, specifying in reasonable detail, the CIL Event of Default giving rise to TUPL Default Notice, and calling upon CIL to provide remedy for the same within a period of 90 (ninety) days from the date of issuance of the TUPL Default Notice, where such breach is capable of being remedied. It is agreed that in the event of a CIL Event of Default under Clause 9.1.1(e), TUPL shall have the right to terminate this Agreement forthwith.

9.1.3 CIL shall also have the right to terminate this Agreement and the Transaction Documents due to business reasons which results into shutting down the Facility or if there is no more consumption of electricity at the Facility. The Parties agree that the consequences set out in Clause 9.3 shall follow.



9.2 Events of Default By TUPL

9.2.1 Notwithstanding any provision to the contrary, following events, shall constitute an event of default by TUPL (hereinafter referred to as "**TUPL Event of Default**"):

- (a) In case TUPL fails to supply the Guaranteed Energy in any Contract Year and fails to compensate to CIL within 2 (two) months, as per the provisions of Clause 3.3 of this Agreement;
- (b) After Commissioning of the Power Plant, TUPL fails to supply electricity to CIL for a continuous period of 90 (ninety) days in a Contract Year other than due to a Force Majeure Event or due to reasons attributable to CIL;
- (c) In case TUPL has become voluntarily or involuntarily the subject of proceeding under any bankruptcy or insolvency laws applicable to it or has gone into liquidation or dissolution or has a receiver appointed over it or liquidator is appointed or an insolvency professional, pursuant to Applicable Law, except where such dissolution is for the purpose of a merger, consolidation or reorganisation, and where the resulting entity has the financial standing to perform its obligations under this Agreement and credit worthiness similar to TUPL, and expressly assumes all obligations under the Transaction Documents, and is in a position to perform them.

9.2.2 Up on the occurrence of any TUPL Event of Default, CIL shall have the right to deliver a written default notice (hereinafter referred to as "**CIL Default Notice**") to TUPL, specifying in reasonable detail, the TUPL Event of Default giving rise to CIL Default Notice, and calling upon TUPL to provide remedy for the same within a period of 90 (ninety) days from the date of issuance of the CIL Default Notice, where such breach is capable of being remedied. It is agreed that in the event of a TUPL Event of Default under Clause 9.2.1(c), CIL shall have the right to terminate this Agreement forthwith.

9.3 Termination for CIL Event of Default

9.3.1 Unless the Parties have agreed otherwise or the CIL Event of Default giving rise to the TUPL Default Notice has been remedied by CIL within the period set out in Clause 9.1.2 above, TUPL shall have the right to terminate this Agreement by serving a written notice (hereinafter referred to as "**TUPL's Termination Notice**") to CIL and this Agreement shall stand terminated on the date of the TUPL's Termination Notice.

9.3.2 Upon the termination of this Agreement pursuant to Clause 9.1.3 or 9.3.1 above, CIL shall be required to purchase the Power Plant from TUPL at the applicable Buyout Value as per Schedule C.

9.4 Termination for TUPL Event of Default

9.4.1 Unless the Parties have agreed otherwise or the TUPL Event of Default giving rise to the CIL Default Notice has been remedied by TUPL within the period set out in Clause 9.2.2 above, CIL shall have the right to terminate this



Agreement by serving a written notice (hereinafter referred to as "**CIL's Termination Notice**") to TUPL and this Agreement shall stand terminated on the date of the CIL's Termination Notice.

9.4.2 Upon the termination of this Agreement pursuant to Clause 9.4.1 above, CIL shall be required to purchase the Power Plant from Producer at the rate 75% of the applicable Buyout Value as per Schedule C.

9.5 In the event of termination of this Agreement, accrued rights and obligations of the Parties shall survive termination of the Agreement.

10. ACCRUED RIGHTS & LIABILITIES

10.1 The expiry or termination of this Agreement shall not affect the accrued rights and obligations of the Parties under this Agreement including payment of relevant sums that may be due to either of the Parties nor shall it affect any of the continuing obligations for which this Agreement provides, either expressly or by necessary implication, for its survival, post its expiry or termination.

11. INDEMNIFICATION

11.1 Each Party shall indemnify, defend and hold harmless the other Party and its directors, members of its board of directors, partners, assigns, trustees, agents, officers and employees, against all claims, demands, judgments and costs and expense resulting from breach of its obligation by the Party under this Agreement except to the extent that any such claim has arisen due to a negligent act or omission, breach of contract or breach of statutory duty on the part of the Other Party, or its contractors, servants or agents, claiming indemnification.

11.2 TUPL agrees to indemnify and hold harmless CIL from any losses or claims arising on account of the loss of the captive status of the Power Plant due to reasons attributable to the TUPL.

11.3 CIL agrees to indemnify and hold harmless TUPL from any losses or claims arising on account of the loss of the captive status of Power Plant for reasons attributable to CIL.

12. FORCE MAJEURE

12.1 The performance of their obligations by the Parties shall be subject to "Force Majeure" conditions, as defined in this Clause.

12.2 "Force Majeure" means any event or circumstance or combination of events or circumstances, direct and/or indirect, which is or are beyond the control of a Party which it could not foresee or with a reasonable amount of diligence also could not have been foreseen or which could not be prevented and which substantially affects the performance by the said Party that results in or causes the failure of that Party (hereinafter referred to as "**Non-Performing Party**") to perform any of its obligations under this Agreement, and includes:



- (a) acts of God including fire, lightning, cyclone, typhoon, flood, tidal wave, earthquake, landslide, epidemic, pandemic or similar cataclysmic event, extreme weather conditions;
- (b) war, invasion, armed conflict, blockade, revolution, riot, insurrection or civil commotion, terrorism, sabotage, fire, explosion or criminal damage, hostilities, quarantines and embargoes imposed by the Government;
- (c) riot or civil commotion;
- (d) grid failure;
- (e) non-grant of any Clearance(s) by the Jurisdictional Authorities for reasons not attributable to either of the Parties;
- (f) change in Applicable Law significantly affecting the performance of either Party pursuant to this Agreement;
- (g) Regulatory intervention as also orders from the Central Electricity Regulation Commission (constituted under the Act), the MPERC, the Appellate Tribunal of Electricity or other statutory authority, restricting the performance of this Agreement.

12.3 Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers or subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event.

12.4 Where a Non-Performing Party is unable to perform its obligations under this Agreement by reason of Force Majeure, the Non-Performing Party shall notify the other Party within a period of 7 (seven) days and if there is total disruption of communication, as soon as practicable after the occurrence of Force Majeure, identifying the nature of the event or circumstance of Force Majeure, the expected duration of such Force Majeure, the particular obligations of the Non-Performing Party which are affected by such Force Majeure and the period for which such obligations are expected to be so affected.

12.5 The Non-Performing Party shall not be responsible or liable for failure to perform its obligations under this Agreement, if such failure is due to a Force Majeure Event, provided that a Force Majeure Event shall not release the Non-Performing Party of its obligations to perform any other obligations, which are unaffected by such continuing Force Majeure Event or obligation to make payments under this Agreement.

12.6 The obligations of the Parties under this Agreement shall be suspended only to the extent that:

- (a) Such suspension is of no greater scope and no longer duration than is required by the Non-Performing Party to overcome the effects of the relevant event or circumstance of Force Majeure; and
- (b) The Non-Performing Party has made all reasonable efforts to remedy, as soon as practicable, its inability to perform the affected obligations.



- 12.7 In the event that the Force Majeure continues beyond a period of 6 (six) months continuously, either Party shall have the option to terminate this Agreement without any cost by giving a notice to other Party.
- 12.8 Notwithstanding the Clauses above, if an event of strike limited to CIL's Facility or the Site, prevents and substantially affects the performance of CIL's obligations under this Agreement, Deemed Generation shall apply for such period. Provided that CIL shall only be required to pay TUPL 65% of Tariff for the Deemed Generation. Further, the Term of the Agreement shall be extended by the same period of strike.

13. CHANGE IN LAW

If any Change in Law event directly or indirectly impacts the cost of generation or delivery of electricity from the Power Plant, or the cost of construction, operation, management or maintenance of the Power Plant, Parties shall mutually discuss relief to be granted to the affected Party having due regard to the principle that the purpose of compensating the affected Party Change in Law, is to restore through the Tariff, the affected Party to the same economic position as if such change in law has not occurred.

14. DISPUTE RESOLUTION

- 14.1 If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement or out of the breach, termination or invalidity of the Agreement hereof, the Parties shall attempt to resolve through mutual discussions within thirty (30) days.
- 14.2 Notwithstanding the existence of any Dispute except for non-payment without justification / dispute, the Parties hereto shall continue to perform their respective obligations under this Agreement throughout the Term of this Agreement.
- 14.3 In the event that the Dispute is not resolved in terms of Clause 15.1 above, the Parties shall submit all and every dispute under this agreement to resolution before an arbitral tribunal comprised of a sole arbitrator, If the Parties are unable to agree on a sole arbitrator then the Parties shall approach the jurisdictional High Court for appointment of an arbitrator. The seat of arbitration shall be New Delhi, and the proceedings shall be conducted in the English Language, and in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the rules thereto as amended upto date.
- 14.4 All disputes arising from this Agreement shall, subject to Clause 15.3 above, be within the exclusive jurisdiction of the Courts at New Delhi.

15. NOTICES AND CORRESPONDENCE

All notices must be delivered personally, by registered or certified mail or facsimile to the following addresses mentioned below:



| | |
|--------------|--|
| TUPL: | TRUEERE UP 2 Private Limited |
| Address: | 202-203, Udyog Kendra Extension-II, Greater Noida, Gautam Buddha Nagar, Uttar Pradesh – 201306 |
| Attention: | Arvind Kumar Sharma |
| Telephone | 9313778039 |
| Email | arvind.sharma@orianapower.com |
| CIL: | Cavendish Industries Limited |
| Address: | Patriot House, 3, Bahadur Shah Zafar Marg, New Delhi - 110002 |
| Attention: | Kamal Kumar Manik |
| Mobile No.: | 9811452005 |
| E-mail: | kmanik@jksmail.com |

16. CONFIDENTIALITY

The Parties agree and undertake to treat this Agreement and each of its terms as confidential. Neither of the Party shall disclose to any third party about the existence or the terms of this Agreement or any confidential information acquired by the Party pursuant to the entering into this Agreement, without the prior written consent of the other Party. The obligations undertaken hereto shall not apply to the party who is under an obligation to provide such information to any Court, Statutory authority, regulatory authority etc. and such obligations shall survive the termination of this Agreement.

17. AMENDMENT

This Agreement may be amended or modified with the mutual consent of the Parties and shall be reduced to writing.

18. ASSIGNABILITY

Neither Party shall assign their rights nor obligations under this Agreement to a third party without the prior written consent of the other Party.

Provided that, the requirement for prior written consent shall not apply in the event of assignment by TUPL in favour of Lender(s) of the Power Plant, as required by the financing documents, subject to no adverse impact on the rights and obligations of CIL under this Agreement. However, TUPL shall inform CIL in writing about such assignment at least 30 (thirty) days prior to such assignment.



19. SEVERABILITY

Any provision in this Agreement, which is or may become prohibited or unenforceable in any jurisdiction, shall as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in the same or any other jurisdiction. Without prejudice to the foregoing, the Parties will immediately negotiate in good faith to replace such provision with a proviso, which is not prohibited or unenforceable and has, as far as possible, the same legal and commercial effect as that which it replaces.

20. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Parties in relation to the terms of the matters contained in this Agreement and shall supersede and extinguish any previous drafts, agreements or understanding between all or any of the Parties (whether oral or in written) relating to the subject matter herein.

21. COUNTERPARTS

This Agreement has been signed in up to two counterparts, each of which shall be deemed to be an original.

22. INDEPENDENT PARTIES

The Parties are independent contracting parties and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency or joint venture, or employer-employee relationship of any kind whatsoever.

23. WAIVER

No waiver of any rights under this Agreement shall have effect unless communicated to the other Party in writing. No instance of a waiver shall be treated as effective except insofar as the specific A failure or a waiver of exercise of any right or power or benefits under this agreement by a Party or on its behalf shall not operate as a waiver of the same forever during the term of this agreement nor any delayed exercise of any right or power or benefit by a Party or on its behalf under this Agreement shall be deemed to be a waiver of such right, power or benefit.

24. CUMULATIVE RIGHTS

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



25. INSURANCES

- 25.1 TUPL shall procure and maintain during the Term of the Agreement, insurances in respect of the Power Plant and other equipment of TUPL against such risks, with such deductibles and with such endorsements and co-insured(s), which the good utility industry practises would ordinarily merit maintenance of. In addition, TUPL shall procure and maintain during the Term of the Agreement, insurance for TUPL's personnel that will be engaged in setting up, operating and maintaining the Power Plant.

26. NOVATION

The Parties agree and acknowledge that each Party has the right to transfer any or all of its rights and obligations under this Agreement to any third party (hereinafter referred to as "**New Party**") including, though not restricted to any Lender or other party, with prior consent of the other Party. The New Party shall automatically and without any further action be entitled to all the same rights and assume the same obligations, under this Agreement, as if it were originally a party to this Agreement. Further, each Party hereby agrees and undertakes that, promptly upon receiving a request from the other Party, shall execute such further writings, deeds and / or agreements and take all such further actions as may be necessary for effecting or implementing the transfer of any or all of the its rights and / or obligations under this Agreement to the New Party.

27. SELECTEE


The Parties agree that the Lender may seek to exercise its right of substitution by an amendment or novation of this Agreement in favour of the Selectee, and CIL in such a situation shall cooperate with the Lender to carry out such substitution, subject to no adverse impact on the rights and obligations of CIL under this Agreement.

IN WITNESS whereof the Parties, through their duly authorized representatives have signed, and affixed their respective corporate seal, to this Agreement on the day and year first hereinabove written.

For and on behalf of
CAVENDISH INDUSTRIES LTD.


Name: Kamal Kumar Manik
Title: Authorized Signatory


For and on behalf of
TRUERE UP 2 Private Limited


Name: Arvind Kumar Sharma
Title: Authorized Signatory

Witnesses:

SCHEDULE B: Expected & Guaranteed Energy 6221 kWp

| <u>Year</u> | <u>Expected Energy</u> <u>(Units / Contract Year)</u> | <u>Guaranteed Energy</u> <u>(Units / Contract Year)</u> <u>90% of Expected Energy</u> |
|-----------------------|--|---|
| 1 st Year | 84,79,223 | 76,31,301 |
| 2 nd Year | 82,67,242 | 74,40,518 |
| 3 rd Year | 82,07,888 | 73,87,099 |
| 4 th Year | 81,48,533 | 73,33,680 |
| 5 th Year | 80,89,179 | 72,80,261 |
| 6 th Year | 80,29,824 | 72,26,842 |
| 7 th Year | 79,70,470 | 71,73,423 |
| 8 th Year | 79,11,115 | 71,20,003 |
| 9 th Year | 78,51,760 | 70,66,584 |
| 10 th Year | 77,92,406 | 70,13,165 |
| 11 th Year | 77,33,051 | 69,59,746 |
| 12 th Year | 76,73,697 | 69,06,327 |
| 13 th Year | 76,14,342 | 68,52,908 |
| 14 th Year | 75,54,988 | 67,99,489 |
| 15 th Year | 74,95,633 | 67,46,070 |



SCHEDULE C: Buyout Value of Power Plant

| 6221 kW | |
|---|--------------------------------|
| <u>Year of Term</u> | <u>Purchase Price in (INR)</u> |
| At start of 1 st contract year | 31,05,52,320 |
| At end of 1 st contract year | 28,98,48,832 |
| At end of 2 nd contract year | 26,91,45,344 |
| At end of 3 rd contract year | 24,84,41,856 |
| At end of 4 th contract year | 22,77,38,368 |
| At end of 5 th contract year | 20,70,34,880 |
| At end of 6 th contract year | 18,63,31,392 |
| At end of 7 th contract year | 16,56,27,904 |
| At end of 8 th contract year | 14,49,24,416 |
| At end of 9 th contract year | 12,42,20,928 |
| At end of 10 th contract year | 10,35,17,440 |
| At end of 11 th contract year | 8,28,13,952 |
| At end of 12 th contract year | 6,21,10,464 |
| At end of 13 th contract year | 4,14,06,976 |
| At end of 14 th contract year | 2,07,03,488 |
| At end of 15 th contract year | 1 |

The Buyout Value has been calculated at the end of every Contract Year. In the event of termination before completion of a Contract Year, Buyout Value shall be calculated on pro-rata basis. For example, if termination happens after 2 years 6 months from the Commissioning of the Power Plant, the Buyout Value shall be Rs. $(26,91,45,344 + 24,84,41,856) / 2 = \text{Rs. } 25,87,93,600$.

SCHEDULE D: Make of Major Components of Power Plant

1. **Module:** RenewSys / Goldi / Trina / Longi / JA Solar or equivalent
2. **Inverter:** Sungrow / Solis / Growatt or equivalent

