



IN-GJ48137819778883W



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No. : IN-GJ48137819778883W

Certificate Issued Date : 16-Aug-2024 07:08 PM

Account Reference : IMPACC (AC)/ gj13063911/ CHITRA/ GJ-BV

Unique Doc. Reference : SUBIN-GJGJ1306391113355035968078W

Purchased by : SAI BANDHAN INFINIUM PVT LTD

Description of Document : Article 5(h) Agreement (not otherwise provided for)

Description : EPC AGREEMENT FOR SOLAR PROJECT

Consideration Price (Rs.) : 0
(Zero)

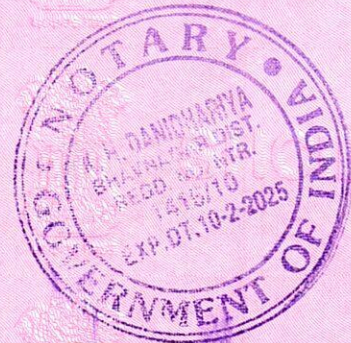
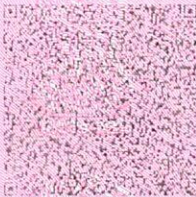
First Party : SAI BANDHAN INFINIUM PVT LTD

Second Party : REFLECTION SOLAR AND ENERGY CO

Stamp Duty Paid By : SAI BANDHAN INFINIUM PVT LTD

Stamp Duty Amount(Rs.) : 500
(Five Hundred only)

Sr.No 21704./2024
Expires on
Dt.10-02-2025



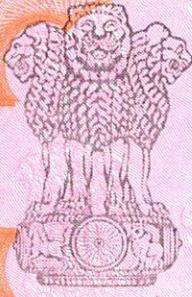
HUF 0011057397

Statutory Note:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' 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.
3. The person checking the authenticity is on the users of the certificate.
4. In case of any discrepancy, please inform the Competent Authority.



IN-GJ48138642145902W



INDIA NON JUDICIAL Government of Gujarat

Certificate of Stamp Duty

सत्यमेव जयते

Certificate No.

IN-GJ48138642145902W

Certificate Issued Date

16-Aug-2024 07:10 PM

Account Reference

IMPACC (AC)/ gj13063911/ CHITRA/ GJ-BV

Unique Doc. Reference

SUBIN-GJGJ1306391113356776295963W

Purchased by

SAI BANDHAN INFINIUM PVT LTD

Description of Document

Article 5(h) Agreement (not otherwise provided for)

Description

EPC AGREEMENT FOR SOLAR PROJECT

Consideration Price (Rs.)

0

(Zero)

First Party

SAI BANDHAN INFINIUM PVT LTD

Second Party

REFLECTION SOLAR AND ENERGY CO

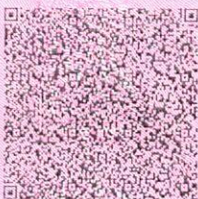
Stamp Duty Paid By

SAI BANDHAN INFINIUM PVT LTD

Stamp Duty Amount(Rs.)

500

(Five Hundred only)



HIF 0011057398

Statutory Alert

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The mode of checking the legitimacy is on the users of the certificate
3. In case of any discrepancy please inform the Government Authority



Sai Bandhan Infinium Pvt. Ltd.

Regd. Office :

2137/A, 3rd Floor, Atabhai Chowk,
BHAVNAGAR - 364 001. (Guj.) INDIA.

Tel. : 0278 - 2570500

Works :

Survey No. 1020 & 1021 I, Village : Chamardi,
Taluka Vallbhipur, Dist. Bhavnagar.

E-mail : info@infiniumgroup.in

CIN : U35117GJ2004PTC044607

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE BOARD
MEETING OF THE COMPANY AT THE ADMINISTRATIVE OFFICE ON August 17,
2024**

AUTHORITY TO MR. NIKHIL GUPTA.

The Chairman informed the Board that they need to give authority to someone for the proper administrative operation on behalf of the Company for better administration.

The Board discussed the matter and passed the following Resolution unanimously:


“RESOLVED THAT MR. NIKHIL GUPTA be and is hereby authorized to execute and sign necessary documents, papers with respect to EPC CONTRACT With Reflection Solar & Energy Co. to apply, alter, amend, correct the necessary documents required on behalf of the company.”

“FURTHER RESOLVED THAT SHRI SANDEEP KOTHARI, Director of the Company is authorized to execute the necessary document authorizing MR. NIKHIL GUPTA of the above.”

CERTIFIED TO BE TRUE

For Sai Bandhan Infinium Pvt Ltd

For Sai Bandhan Infinium Pvt Ltd


MR. SANDEEP KOTHARI
DIRECTOR
DIN : 08574383




MR. NIKHIL GUPTA
DIRECTOR
DIN : 07981873

BEFORE ME

KIRTI H. DANIDHARIYA
Advocate & Notary Public

17 AUG 2024





आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

ABCCS8819H



नाम / Name
SAI BANDHAN INFINIUM PRIVATE
LIMITED

निगमन/गठन की तारीख
Date of Incorporation/Formation
08/11/2019

Fold



INSTALLATION AND COMMISSIONING CONTRACT

This Installation and Commissioning Contract is executed at Bhavnagar, on this 10th August, 2024.

BY AND BETWEEN

Reflection Solar & Energy Co. a Proprietor firm and having its Corporate office at **507 , Shreeji Plaza , SP Ring road , Dastan circle , Naroda , Ahmedabad -382330** (hereinafter called "**Contractor**") which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns of the **One Part**;

AND

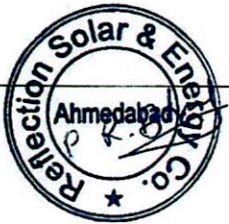

SAI BANDHAN INFINIUM PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its Registered office at **NEAR SITARAM PETROL PUMP, SURVEY NO 1020-1021/1 PAIKY- B, VILLAGE CHARMARDI, TALUKA VALLBHIPUR, BHAVNAGAR, Bhavnagar, Gujarat, 364310** (hereinafter called "**Owner**") which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and permitted assigns of the **Other Part**.

The Contractor and the Owner are individually referred to as "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. Purchaser is desirous of establishing **70 MW (AC) / 91 MW DC** capacity Solar PV Project located at **Mithipaladi, Banaskantha (40 MW), Runi, Banaskantha (15 MW) and Bhabhar, Banaskantha, Gujarat (15 MW)** for the captive consumption of it's factories at Bhavnagar, Gujarat "Project"
- B. Owner has entered into a Supply Contract with the Contractor for supply of the Equipment required for the Project.
- C. Owner wishes to engage the Contractor for construction, erection, testing and commissioning of the Project.
- D. Pursuant to the proposal submitted and various discussions and negotiation between the Parties, the Contractor acceptsto render their services in relation to engineering, design, construction, erectionand commissioning in accordance with the terms and conditions set forth in this Contract.

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

	
Contractor's Initial & Stamp	Owner's Initial & Stamp

1. DEFINITION AND INTERPRETATION

1.1. DEFINITION

The following terms shall have the meanings specified in this Clause when capitalized and used in this Contract (including the Recitals above) unless the context clearly requires otherwise:

"Affiliate" shall mean as to any Person, any other Person, that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Person. For purposes of this definition, "Control" means the ability to direct or cause the direction of the management of the affairs of a Person, whether through voting, by Contract, or otherwise.

"Applicable Law" means the substantive or procedural laws of India, including all legislations, acts, rules, notifications, laws, statutes, orders, decrees, judgments, injunctions, ordinances, directives, regulations, codes, requirements, permits, licenses, approvals, instructions, standards of any Government Instrumentality, having the force of law.

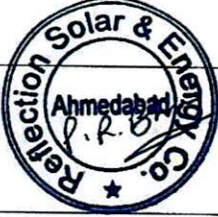

"Business Day" shall mean day on which banks are legally permitted to be open for business in India for banking in Mumbai.

"Change in Law" means occurrence of any of the following events after the Effective Date resulting into any additional expenditure:

- a) the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Laws, including rules and regulations framed pursuant to such Law;
- b) a change in interpretation or application of any Laws by any Indian Government instrumentality having the legal power to interpret or apply such Law, or any competent court of law;
- c) the imposition of a requirement for obtaining any consent, clearances and permits which was not required earlier;
- d) a change in the terms and conditions prescribed for obtaining any consent, clearance and permits or the inclusion of any new terms or conditions for obtaining such consents, clearances and permits;

"Change in Taxes" means any (a) change in the rate of an existing tax; or (b) introduction of a new tax or repeal of any existing tax, by virtue of a Change in Law.

"Change Order" shall mean a written order delivered to Contractor signed by Owner after the execution and delivery of this Contract authorizing a change and, if appropriate, an adjustment in one or more of the Contract Price, the Completion Period, or the performance parameters but shall not mean amendment of the terms and conditions of this Contract. Any changes to the Scope of Works, agreed as per this Contract, shall fall under Change Order. This will be incorporated with a written amendment between Owner and Contractor.

	
Contractor's Initial & Stamp	Owner's Initial & Stamp

"Commissioning" shall mean completion of Works but shall not include power generation where transmission line and Supplies is within the scope of Owner and shall include partial Commissioning where solar power generation is possible with such partial commissioning.

"Completion Period" or "Completion Date" means the period or date occurring 4 (Four) months from the date of Notice of Proceed is received by the Contractor or such other later date as may be mutually agreed between the Parties.

"Completion Certificate" shall mean the certificate issued by the Contractor to the Owner or the certificate issued by the Owner to the Contractor, certifying the completion of Works and the Commissioning of the Project and will be an evidence of completion of all the obligations of the Contractor under this Contract. The same shall have the Completion Date of the Project.

"Competent Authority" shall mean any agency, authority, department, inspectorate, minister, ministry or statutory person (whether autonomous or not), court or other government organization of the Government of India or any other state of the Republic of India or any sub division thereof.



"Confidential Information" means any information (including any commercial or technical information) received or obtained as a result of entering into or performing this Contract which includes:

- a) the terms and conditions of this Contract;
- b) methodology / processes involved in execution of this Contract;
- c) all documents, whether technical or otherwise, including the technical drawings and price containing documents, exchanged or provided pursuant to this Contract; and
- d) the business, strategy or prospects of the other Party or any of its Affiliates, including models, market studies, client names, reports, projections, data and results of environmental assessments.
- e) information owned by or otherwise within the possession or control of a Party, including but not limited to the patented and unpatented inventions, business and trade secrets, know-how, techniques, data, specifications, as-built drawings, blue prints, manuals, flow sheets, designs, engineering information, construction information, operation criteria and other intangible information related to the Project or the Business of either Party which if disclosed could in all probabilities is likely to compromise or prejudice the business or competitive standing of such Party.

"Contract" means this contract entered into between the Owner and the Contractor, including the schedules, appendixes, annexure sand documents attached hereto, as amended, modified or supplemented from time to time.

"Contract Price" shall mean be the consideration to be paid by the Owner to the Contractor for the Scope of Works and the same will be as per Clause 7.1 of the Contract.

"Contractor's Personnel" means each individual and collectively the Contractor's employees, labour, Sub-Contractors, and their respective employees, contractors, officers, licensees, invitees, agents and representatives,

	
Contractor's Initial & Stamp	Owner's Initial & Stamp

who are provided and/or utilized by Contractor for supply of the Equipment and any other personnel notified to Owner by the Contractor as the Contractor's personnel.

"Drawings" shall mean the designs, drawings, diagrams, plans, specifications related to the Site and its parameters, furnished by Contractor in connection with execution of the Work.

"Day" means a calendar day of the Gregorian calendar.

"Effective Date" shall mean the date of execution of this Contract.

"Engineer" a person nominated by Owner from time to time, who shall be the single point of contact (SPOC) between Owner and Contractor in all matters relating to the Contract.

"Equipment" means the Solar PV Modules with module mounting structures, grid connect inverters, cables and cable trenches, direct current (DC) junction box transformer and other electrical items as supplied by the Contractor under the Supply Contract and as detailed in Annexure 1- (Scope of Supply) of the Supply Contract executed between the Parties.

"Intellectual Property" or "IP" means any licenses, permissions or agreements from licensors of any materials, goods, processes, methods and systems incorporated or to be incorporated in the Project, proprietary information, patents, trademark rights, technology, utility model, registered design, know-how, trade secrets, data bases, industrial processes, source codes, copyrights (including rights in computer software) and any other intellectual or industrial property rights (whether registered or unregistered) subsisting or recognized under the Applicable Law or laws of any other applicable jurisdiction.



"Good Engineering Practices" shall mean those practices, methods, equipment, specifications and standards of safety and performance, as are commonly used by organizations in identical industry that perform the design, engineering, fabrication, manufacture and assembly of power plants throughout the world for use in facilities in India.

"Government Instrumentality" means any Indian governmental instrumentality, including any national, regional or local government, any subdivision, agency, commission or authority thereof, including any regulatory authority, or any quasi-governmental organization.

"Grid" shall mean the generating stations, the interconnection facilities, the transmission facilities and any other transmission or distribution facilities interconnected through a network of constant frequency and voltage through which the electric energy produced by the Project shall be transmitted to, and / or distributed by the licensee, to users of electricity.

"Interconnection Point" shall mean the 66 KV Switchyard at GETCO substations located at Mithipaladi, Banaskantha (40 MW), Runi, Banaskantha (15 MW) and Bhabhar, Banaskantha, Gujarat (15 MW) from where the power is evacuated to the Grid

"KW" shall mean electrical kilowatts.

	
Contractor's Initial & Stamp	Owner's Initial & Stamp

"Notice to Proceed" means a written notice issued by the Owner (and acknowledged and accepted by the Contractor) instructing Contractor to commence the Works in terms of this Contract and shall be issued by the Owner after the Owner has:

- a) secured the Project financing and confirmed it to Supplier;
- b) the land availability free from all the hindrances and unconditional motor able access to Site to initiate the Supplies;
- c) the required approvals (including but not limited to legal, statutory, regulatory etc.) and clearances, which are necessary to supply, erect and commission the Solar PV Project;
- d) has given advance payment as required pursuant to this Contract.

"OEM" means the manufacturer of the Equipment, or any part thereof.

"O&M Service Provider/ Service Provider" shall mean the Person with which Owner has entered into or shall enter into a Contract to provide operation and maintenance services to the project for the period immediately after commissioning of the Project.

"Owners Representatives" means each individual and collectively the Owner's employees, employees, directors, officers, licensees, invitees, agents and representatives and any other personnel notified to the Contractor by the Owner as the Owner's representative.

"Person" means and includes any individual, sole proprietorship, unincorporated association, body corporate, corporation, company, partnership, joint venture, Government Instrumentality or trust or any other entity or organization.



"Project" or "Plant" or "Solar PV Plant" or "Solar PV Project" shall mean 70 MW (AC) / 91 MW DC capacity Solar PV Project located at Mithipaladi, Banaskantha (40 MW), Runi, Banaskantha (15 MW) and Bhabhar, Banaskantha, Gujarat (15 MW).

"PPA" shall mean the Power Purchase Agreement signed between Owner and the Solar Power Purchaser for the supply of power generated by the Project.

"Scope of Work" shall mean the scope of the Contractor as set out in Annexure 1 of this Contract.

"Solar PV Module/s or PV Modules or Modules" means a packaged interconnected assembly of photovoltaic cells electrically connected and packaged in a photovoltaic module and used as a component in a larger photovoltaic system to generate electricity.

"Site" shall mean 70 MW (AC) / 91 MW DC capacity Solar PV Project located at Mithipaladi, Banaskantha (40 MW), Runi, Banaskantha (15 MW) and Bhabhar, Banaskantha, Gujarat (15 MW) having land area of minimum 275 Acres without any shadow.

	
Contractor's Initial & Stamp	Owner's Initial & Stamp

"Sub-Contractor(s)" shall mean a person, company or other entity, other than an employee of Contractor (but including Affiliates of Contractor), engaged by Contractor, whether by Contract or other arrangement, to execute any portion of the Scope of Work on behalf of Contractor or any such person whom Contractor deems fit to execute a particular Work.



"Term" shall have the meaning ascribed in Clause 3.1.

"Works" shall mean all obligations, duties and responsibilities assigned to or undertaken by Contractor pursuant to this Contract, including those described in the Scope of Work.

1.2. INTERPRETATION

In this Contract, unless the context otherwise requires: -

- a) Reference to singular includes reference to the plural and vice versa;
- b) Reference to any gender includes a reference to all genders;
- c) The expressions "hereof", "herein" and similar expressions shall be construed as references to this Contract as a whole and not limited to the particular section or provision in which the relevant expression appears;
- d) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;
- e) If word or phrase is defined, its other grammatical forms have a corresponding meaning;
- f) Any reference to any agreement or document shall be construed as amended, varied, supplemented or notated in writing at the relevant time in accordance with the requirements of such agreement or document and if applicable to this Contract with respect to the amendments;
- g) Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- h) References to recitals, sections, clauses, paragraphs and schedules are references respectively to recitals, sections, clauses, paragraphs and schedules to this Contract;
- i) A reference to conduct includes, without limitation, an omission, statement or undertaking whether or not in writing;
- j) Words and abbreviations, which have, well known technical or trade/commercial meaning, used in this Contract, shall carry their technical or trade/commercial meaning;
- k) A reference to writing includes a facsimile or email transmission and any means of reproducing words in a tangible and permanently visible form;

	
Contractor's Initial & Stamp	Owner's Initial & Stamp

- l) The headings or sub-headings in this Contract are for convenience only and shall not affect its interpretation.
- m) A time of Day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time;
- n) Different parts of this Contract are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
- o) The tables of contents in this Contract have been inserted for ease of reference only and shall not affect the interpretation of this Contract;
- p) All interest, if applicable and payable under this Contract, shall accrue from Day to Day and be calculated on the basis of a year of three hundred and sixty five(365) Days;
- q) The terms "includes", "including" or "including without limitation" shall mean that any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;

2. RELATIONSHIP

- 2.1 Status of Contractor: Contractor shall perform and execute the provisions of this Contract as an independent Contractor to Owner. Subject to the terms of this Contract, Contractor shall have the sole responsibility for all methods, techniques, sequences, procedures, and safety programs applicable to perform the Scope of Work.
- 2.2 Appointment of Sub-Contractors: Contractor may assign or sub-contract any part of this Contract without the prior written permission of Owner. Contractor shall have the right to have any of the Works accomplished by Sub-Contractors. The creation of any Sub Contractors relationship shall not relieve Contractor of any of its obligations under this Contract.

3. TERM, COMMENCEMENT OF WORKS AND CONTRACT SCOPE



- 3.1 Term: This Contract shall become effective from the Effective Date and shall continue to be in full force and effect until the Completion Date, or the earlier termination of this Contract pursuant to Clause 15. Typically the Scheduled Commissioning Date (SCOD) shall be 15 months from approval of connectivity or hand over of site whichever is later.
- 3.2 Commencement of Works: The Contractor will commence the Works after the Notice to Proceed is received by the Contractor in accordance with the provisions of this Contract.

	
Contractor's Initial & Stamp	Owner's Initial & Stamp

- 3.3 Scope of the Contract: This Contract is for execution of the Works as per the Scope of Work by the Contractor. The Contractor shall ensure timely completion of Works, so that Commissioning is achieved by the Completion Period.

4. **CONTRACTORS OBLIGATION**

- 4.1 Installation & Commissioning: The Contractor shall perform the Works and do the Commissioning of the Plant in accordance with this Contract.
- 4.2 Co-ordination: Contractor shall coordinate the activities with engineer, the Sub- Contractors and other persons providing materials/equipment to the Project Site in accordance with the Applicable Laws and the Good Industrial Practices.
- 4.3 Compliance with the Manuals: Contractor shall ensure that all the Scope of Work to be performed under the Contract shall be in the manner as provided in the manuals provided by the respective OEM and Good Engineering Practices.
- 4.4 Health and Safety:
Contractor shall in performing its obligations under this Contract:
- (a) comply with all Applicable Laws and the requirements of any Government Instrumentality relating to occupational health, safety and the environment, including environmental impact assessment requirements; and
 - (b) Exercise all necessary precautions to protect the health safety and environment of all Persons at Site.
- 4.5 Quality Assurance System: Contractor shall use effective quality assurance programs throughout the performance of the Works in accordance with the terms of the general quality assurance system (which may undergo changes from time to time based on the requirement with mutual consent).
- 4.6 Site Office: Contractor shall maintain a temporary Site office at the Project Site during the course of the Project.
- 4.7 No Encumbrances: Contractor shall be responsible to see that all the services rendered by him at Site by any Sub-Contractor to the Project shall not be subject to any chattel mortgage, conditional sales contract, or security agreement under which an interest or any other encumbrance is created or retained.
- 4.8 Insurance: The Contractor shall, take out and maintain in effect, or cause to be taken out and maintained in effect the insurances for the Project and/or the Equipment, up till Commissioning. Parties shall prepare and conduct all and any claims made under the policies it effects pursuant to this Clause 4.8 and all monies payable by any insurers will be paid to the Contractor and where the relevant claim relates to loss or damage



	
Contractor's Initial & Stamp	Owner's Initial & Stamp

to the Project and/or Equipment, will be applied to the repair or reinstatement of such loss or damage. Owner shall give the Contractor all such reasonable assistance required by the Contractor.

- 4.9 Engineer: Contractor shall undertake coordination of the Works and inform Owner on the progress of the Works. Owner shall nominate a competent and qualified person ("Engineer") who shall be a single point contact between Owner and Contractor in all matters relating to the Contract. The nominated Engineer or any third-party agency appointed by Owner shall co-ordinate with Contractor to ensure timely inspection of Works.
- 4.10 Drawings and Documents: Contractor shall supply and deliver all the Drawings and documents related to the Project other than proprietary information to Owner.
- 4.11 Protection of Works: Contractor shall have total responsibility for protecting Contractors Works till it is finally accepted by Owner.
- 4.12 Project Progress: Contractor shall submit the detail schedule including for erection, testing and commissioning in the form of bar chart. The requirements of Owner or input schedule, if any, shall also be incorporated in the network / bar chart after detailed discussions and mutual agreement with Owner or Engineer. The Progress Report shall be sent to Owner on a bi-weekly basis and shall contain such information, as the Parties shall mutually agree. The Progress Report shall detail the actual status with regard to Works as against the Project Schedule and if any activities are behind schedule, shall set out the explanation thereof, consequences thereof, and the action being taken to remedy the delay.
- 4.13 Measurement of Works: Completed portion of the Works shall be measured jointly by the representatives of Owner and Contractor as per agreed procedure for which Contractor shall make all the arrangements.
- 4.14 Approvals, Permits and Tax Exemption/Concession Certificates: The Contractor shall assist Owner in obtaining the relevant approvals, permits and tax exemption/concession certificates from the respective Government Instrumentalities.

5. OWNERS OBLIGATIONS

- 5.1 Timely Payments: Owner shall be liable to make Payments to Contractor in the manner as set forth in the Contract in Section 7.1.
- 5.2 Access to the Site:
- (a) Owner shall provide to Contractor unimpeded access to the Site and for the purposes of allowing Contractor to perform his obligations and exercise his rights under this Contract as of the date of the Notice to Proceed.
- (b) Access to the Site confers on Contractor a right to only such use and control as is necessary to enable Contractor to perform the Works and shall exclude any purpose not connected with the Works. Contractor shall have access to the Site to the same extent and under the same restrictions as applicable to Owner.

	
Contractor's Initial & Stamp	Owner's Initial & Stamp

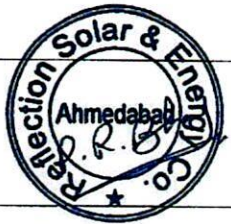

- 5.3 Approval of Drawings and documents: Owner shall be responsible for the prompt, timely approvals and consent of the Drawings and/or other documents to Contractor for implementing the Project and ensure Commissioning of Project by the Completion Period. owner shall give all inputs (approvals or comments) to Contractor within 4 (four) Business Days of receipt of the respective Drawings and/or documents.
- 5.4 Storage: The Owner shall allow the Contractor to store all the material at Site or warehouse or such other facility of the Owner.
- 5.5 Compliance with Applicable Laws: The Owner shall at all times ensure that it complies with the provisions of Applicable Laws.
- 5.6 Not Applicable
- 5.7 Health and Safety:

Owner shall in performing its obligations under this Contract:

- (a) comply with all Applicable Laws and the requirements of any Government Instrumentality relating to occupational health, safety and the environment, including environmental impact assessment requirements; and
 - (b) exercise all necessary precautions to protect the health safety and environment of all Persons at Site.
- 5.8 Security Plan: Owner shall establish appropriate security measures, if required by the Contractor of the Site and protect the Work in progress. The Security Plan shall comply with all requirements of the insurers for the Project.

6. CONTRACT PRICE AND PAYMENT TERMS

- 6.1 Contract Price: For Works rendered by the Contractor under this Contract, Owner shall pay Contractor the consideration as mentioned in **Annexure - 2(Contract Price & Payment Schedule)**.
- 6.2 Payment Terms:
- a) The payment for the Works will be made as per the milestones mentioned in the payment schedule set out in **Annexure - 2(Contract Price& Payment Schedule)** of the Contract.
 - b) Not Applicable
 - c) All payments of the Contract Price shall be made by Owner to the Contractor in Indian Rupees.

	
Contractor's Initial & Stamp	Owner's Initial & Stamp

- d) Purchaser shall make available the requisite GST Rate tax forms/filings in favor of Supplier, as may be required, for all the Supplies. If Purchaser fails to provide the same then Purchaser shall reimburse the additional tax, which Supplier has to pay.
- e) As per the Government notifications the composite GST on solar plant shall be 13.8%.
- f) Not Applicable
- g) In case of any Change in Taxes due to Change in Law, the Parties shall make suitable adjustment in the Contract Price after mutually agreed upon by the Parties.
- h) The Purchaser shall be liable to make payment within seven (7) Business Days of the invoice, failing which, the Supplier will have right to levy an interest @18% per annum for the delayed period, without prejudice to the Supplier's right to terminate this Contract and other rights that the Supplier may have. In order to protect the interest of Supplier, the Purchaser shall provide for a Post-Dated Cheque (PDC) in favors of supplier for the total supply contract amount.

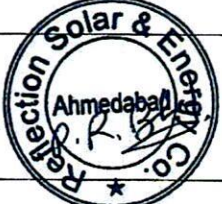

7. INDEMNIFICATION

Each of the Parties (Collectively referred to as the "Indemnifying Party") hereby agree to irrevocably and unconditionally indemnify and hold the other Party and its respective directors, officers, employees, advisors and agents ("Indemnified Party") harmless from and against any and all liabilities, losses, damages, costs, claims, actions, proceedings, judgments, settlements, expenses or the like (collectively referred to hereafter as "Losses") arising as a result of any misrepresentation, fraud or willful misconduct or breach of any representations and warranties made by the relevant Party under this Contract or non-fulfillment of or failure to perform any covenant or obligation or agreement or undertaking contained in this Contract, required to be fulfilled by the relevant Party.

8. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other that:

- a) It is a company, duly organized, validly existing and in good standing under the laws of India and has the requisite power and authority to carry on its business as now conducted and as proposed to be conducted.
- b) It has all requisite legal power to enter into this Contract and to carry out and perform all of its obligations under the terms hereof. All action on its part and its officers, managers and members that

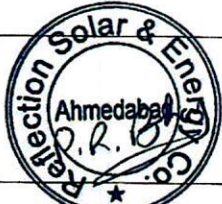

	
Contractor's Initial & Stamp	Owner's Initial & Stamp

is necessary for the authorization, execution and delivery of this Contract and for the performance of Owner's obligations hereunder has been taken.

- c) The execution, delivery and performance by the Party of this Contract and the consummation of the transactions contemplated hereunder shall not result in any violation, be in conflict with or constitute, with or without the passage of time or the giving of notice, a default under, or require any consent or waiver under, any provision of its incorporation, charter documents or bylaws, any material instrument, mortgage, deed of trust, loan, any agreement, commitment or obligation to which it is a party or by which any of its properties or assets are bound.
- d) This Contract constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof, except as limited by bankruptcy, insolvency, reorganization, arrangement, moratorium and similar laws relating to and affecting the rights of creditors generally and by general principles of equity.
- e) The execution, delivery and performance of and the compliance by it with any of the terms and provisions of this Contract (i) does not or shall not require any approval of its shareholders or approval or consent of any of its trustee or holders of any indebtedness and (ii) does not, to the best of its knowledge, contravene any Applicable Laws.

9 CHANGE ORDERS

- 9.1 If there is any change in order then, all Change Orders shall be mutually agreed to in writing and executed by an authorized representative of each of Owner and Contractor. No Changes shall be made except in accordance with a duly issued and fully executed Change Order. Change in inflation or indexation, exchange rates, etc. shall not construe a reason for change in order. Any other/additional specification or design changes, once approved by Owner shall fall under Change Order. Any changes to Site, once mutually agreed by Owner and Contractor, and finalized, shall fall under Change Order.
- 9.2 Contractor shall be reasonably entitled to receive a Change Order with respect to (i) Force Majeure Events affecting Contractor (ii) Change in Law, (iii) any other provision herein which specifically allows for a Change Order, provided that, for the avoidance of doubt, Owner's request to Contractor to ensure compliance with the Completion Period, quality standards or other provisions of this Contract or to remedy any defects or deficiencies shall not constitute a change which entitles Contractor to a Change Order.
- 9.3 Contractor shall notify owner, Owner's Representative and consultant, if any, as soon as possible but no later than 5 (five) Days for a Change Order event that shall impact the Works. Any such Change Order shall be accompanied by additional and/or revised Drawings and specifications, as Owner deems necessary.
- 9.4 Contractor shall continue performance of the Works during the time any claim is pending.

	
Contractor's Initial & Stamp	Owner's Initial & Stamp

- 9.5 Except as otherwise specifically set forth in a Change Order (including any Contractor's disagreements noted thereon), no Change Order shall modify or affect (i) the Works or the Scope of Work, (ii) the Contract Price, (iii) the Completion Period and (iv) any right, liability or obligations of the Contractor.

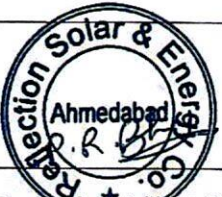

10 CONFIDENTIALITIES

10.1 Confidentiality Obligation

- a) The Confidential Information disclosed to the Owner or, if in the course of performing under the Contract or negotiating the Contract and the Owner learns Confidential Information of the Contractor, Owner shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Contract. Notwithstanding the above, Owner may provide such Confidential Information to Owner's Representatives, in each case whose access is reasonably necessary for purposes of the Contract. Each such recipient of Confidential Information shall be informed by Owner of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. Owner shall be liable for any breach of this provision by any entity to whom it improperly discloses Confidential Information. All Confidential Information shall remain the property of the Contractor and shall be returned to it after Owner need for it has expired or upon the request of the Contractor.
- b) If the Owner provides Confidential Information to the Contractor or, if in the course of performing under the Contractor negotiating the Contract the Contractor learns Confidential Information regarding the facilities or plans of the Owner, the Contractor shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Contract. Notwithstanding the above, the Contractor may provide such Confidential Information to the Contractors Representatives, in each case whose access is reasonably necessary for purposes of the Contract. Each such recipient of Confidential Information shall be informed by the Contractor of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. The Contractor shall be liable for any breach of this provision by any entity to whom it improperly discloses Confidential Information. All Confidential Information shall remain the property of the Owner and shall be returned to it after the Contractor's need for it has expired or upon the request of the Owner.
- c) Each Party undertakes not to disclose the terms of the Contract (but not its execution or existence) to third parties, unless so agreed between Parties in writing.

10.2 Permitted Disclosures:

Notwithstanding any other provision contained herein, neither Party shall be required to hold confidential

	
Contractor's Initial & Stamp	Owner's Initial & Stamp

any information that:

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

10.3 Each Party shall keep the Confidential Information private and confidential for a period of 3 (three) years from the Commissioning of the Project.

11. COMMISSIONING AND TAKE OVER

The Contractor shall, upon providing Owner with a notice of 5 (Five) Business Days' notice, commence the Commissioning of the Project. Commissioning means successful installation of the Equipment as agreed in Contract and shall mean power evacuation into the Grid. Thereafter the Contractor shall issue a Commissioning Certificate and the Plant shall be deemed commissioned and taken over by Owner. The Contractor's obligation under this Contract shall stand fulfilled upon Commissioning of the Project and Contractor's payment shall become due as per the payment terms under this Contract.

12. INTELLECTUAL PROPERTY

12.1 Licence of Contractor IP:

- (a) All Intellectual Property related to execution of this Contract shall be the sole and exclusive property of the Contractor. The Contractor grants to Owner a limited, perpetual, irrevocable, non-exclusive, non-transferable, license of the all such IP to use to the extent necessary to exercise its rights with respect to the Project and use of the Equipment.
- (b) Owner shall not modify, translate, decompile, reverse engineer, decrypt, extract, disassemble or otherwise reduce or attempt to reduce any of such IP to source code form.
- (c) All Intellectual Property of Owner given to the Contractor for the execution of this Contract shall not

	
Contractor's Initial & Stamp	Owner's Initial & Stamp

be used for any other purpose.

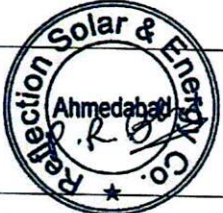

- 12.2 Intellectual Property Indemnity: Each Party indemnifies the other from and against all claims, liability, loss, damage, costs and expenses arising out of any claim that the Intellectual Property or any use of the Intellectual Property by or on behalf of the other party infringing the Intellectual Property of a Third Party. The Contractor retains the exclusive right, at its option, to defend any/all legal action in the nature of a claim of an Intellectual Property right infringement, instituted by any Third Party against the Contractor or Owner on the basis of use of Contractor's IP for the Project IP under this Contract.

13. LIMITATION AND EXCLUSION OF LIABILITY

- 13.1 Limitation of Contractor's Liability: Notwithstanding anything to contrary, there shall be no aggregate liability of Contractor under this Contract except for Defect Liability of 1 year.
- 13.2 No Consequential Loss: Notwithstanding anything to the contrary, neither the Contractor nor Owner shall be liable to the other, whether in contract, tort, or otherwise, for any special, indirect, incidental, punitive or consequential loss or damage, personal injury, loss of use, loss of production, interruption of business, Equipment downtime, loss of use of related Equipment, or loss of profits or interest costs whether arising on account of breach of warranty, Contract, tort (including negligence), absolute or strict liability or otherwise.

14. FORCE MAJEURE

- 14.1 No Responsibility Neither Party is responsible for any failure to perform its obligations under the Contract, if it is prevented or delayed in performing those obligations by an Event of Force Majeure.
- 14.2 Events of Force Majeure. An Event of Force Majeure is an event or circumstance which is beyond the control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent and which is not caused or contributed by the Party affected, including but not limited to the following:
- a) Act of terrorism;
 - b) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority;
 - c) ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;

	
Contractor's Initial & Stamp	Owner's Initial & Stamp

d) any act of God including earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and

e) strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed or strikes or industrial disputes by labour not employed by the affected party, its Sub-Contractors or its suppliers and which affect an essential portion of the Works but excluding any industrial dispute which is specific to the performance of the Works or the Contract.

(f) Change in law which has a direct impact over this Contract.

14.3 Notification of Event of Force Majeure. Where there is an Event of Force Majeure, the Party prevented from or delayed in performing its obligations under the Contract must notify the other Party in writing as soon as practicable and in any event no later than seven (7) Days of becoming aware of or the date it ought to have become aware of the occurrence of an Event of Force Majeure, giving full particulars of the Event of Force Majeure and the reasons for the Event of Force Majeure preventing that party from, or delaying that party in performing its obligations under the Contract. That Party must use its reasonable efforts to mitigate the effect of the Event of Force Majeure upon its performance of its obligations under the Contract and notify the other Party of the measures being taken to mitigate the effect(s) of the Event of Force Majeure.

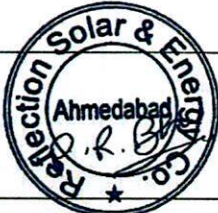

14.4 No Relief from Pre-Existing Obligations. An Event of Force Majeure does not relieve Parties from discharging their obligations which are not affected by the act of Force Majeure.

14.5 Automatic Termination In case of prolonged Force Majeure. If either Party is rendered unable to perform its obligations hereunder, in whole or in substantial part, because of a Force Majeure lasting for a period of one hundred and twenty (120) consecutive Days or more, either Party shall have the option of terminating the Contract, exercisable by giving thirty (30) Days' written notice to the other Party, at any time after such Force Majeure has continued for a period of one hundred and twenty (120) consecutive Days and prior to the performance or resumption of performance by the Party claiming Force Majeure. Any termination under this Clause shall be handled in accordance with the procedures set forth in Article 15 on Termination of the Contract.

14.6 In the event of any delay/disruption in performance of the Contract, on account of Force Majeure the time extension and/or cost implementation, if any, shall be mutually discussed and agreed upon between the Parties.

15. TERMINATION

15.1 Owner can terminate the Contract after giving Sixty(60) Days of notice if any of the following occur:

	
Contractor's Initial & Stamp	Owner's Initial & Stamp

- a) Contractor does not commence the Works or abandons the Contract and such abandonment on an aggregate basis exceeds Sixty (60) Days from Notice to Proceed.
- b) Contractor commits any act of insolvency or adjudged an insolvent or shall make an assignment or composition for the greater part in number of amount of its creditors or shall enter into a deed of assignment with its creditors;
- c) Being an incorporated company shall have an order made against it or pass an effective resolution for winding up either compulsorily or subject to the supervision of the court or voluntarily or if the official assignee of Contractor shall repudiate the Contract.
- d) Material breach of the provisions of the Contract.

15.2 Contractor can terminate the Contract after giving thirty (30) Days of notice if any of the following occur:

- a) Owner commits any act of insolvency or adjudged an insolvent or shall make an assignment or composition for the greater part in number of amount of its creditors or shall enter into a deed of assignment with its creditors;
- b) Being an incorporated company shall have an order made against it or pass an effective resolution for winding up either compulsorily or subject to the supervision of the court or voluntarily or if the official assignee of Owner shall repudiate the Contract.
- c) Material breach of the provisions of the Contract including delay in payments to Contractor.

15.3 In the event of the Termination, under this Clause 15, Contractor will be paid for Works completed as per the payment milestones.



16. DISPUTE RESOLUTION

16.1 Any dispute, difference or matter in question between the Parties arising out of or related to this Contract ("Dispute") shall be resolved pursuant to the procedures set forth in this Clause.

16.2 Either Party shall provide notice to the other Party of the existence of the Dispute and clearly stating that it is a Dispute notice (the Dispute notice);

16.3 A senior representative from each Party must meet and use all reasonable endeavors acting in good faith to resolve the Dispute by joint discussions, within thirty (30) Days of the delivery of the Dispute notice;

16.4 In the event of the Parties failing to resolve any dispute amicably as aforesaid, the same shall be referred to Arbitration by a sole arbitrator in accordance with the provisions of Arbitration and Conciliation Act, 1996, as amended from time to time. If parties fails to appoint the sole arbitrator, the said arbitrator shall be

	
Contractor's Initial & Stamp	Owner's Initial & Stamp

appointed in accordance with the Arbitration and Conciliation Act, 1996. The proceedings will be in English language. The Arbitrators shall give a reasoned Award. The place of arbitration shall be Mumbai, India and the language of the arbitration shall be English. The decision of the arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The Parties thereby waive any objections to or claims of immunity from such enforcement.

- 16.5 Notwithstanding the reference of any Dispute to be resolved through arbitration, the Parties shall continue to perform their respective obligations under this Contract, unless they otherwise agree in writing.

17. GENERAL PROVISIONS

17.1 Amendment

This Contract may be modified, amended or supplemented only by an instrument in writing duly executed by the Parties.

17.2 Non-Waiver

- (a) No relaxation, forbearance, delay or indulgence by either Party in enforcing any of the terms and conditions of the Contractor the granting of time by either Party to the other prejudices, affects or restricts the rights of that Party under the Contract, nor does any waiver by either Party of any breach of the Contract operate as a waiver of any subsequent or continuing breach of the Contract.
- (b) Any waiver of a Party's rights, powers or remedies under the Contract must be in writing, dated and signed by an authorised representative of the Party granting such waiver, and must specify the right and the extent to which it is being waived.

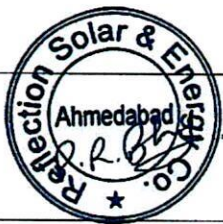

17.3 Severability

The invalidity or unenforceability of any provision of this Contract shall in no way affect the validity or enforceability of any other provision hereof. Any invalid provision shall be deemed severed from this Contract and the balance of this Contract shall be construed and enforced as if this Contract did not contain such invalid or unenforceable provision. If any such provision of this Contract is so declared invalid, the Parties shall promptly negotiate in good faith new provisions to eliminate such invalidity and to restore this Contract as near as possible to its original intent and effect.

17.4 No Partnership, Third Party Beneficiaries

The Parties hereby expressly disclaim any intention to create a joint venture or partnership relation between the Parties. Except as expressly stated in this Contract, there are no third-party beneficiaries to this Contract.

17.5 Further Documents and Actions

	
Contractor's Initial & Stamp	Owner's Initial & Stamp

Each Party shall promptly execute and deliver such further documents and assurances and take such further actions as may be reasonably necessary to carry out the intent and purpose of this Contract.

17.6 Notices:

- a) Unless explicitly stated to the contrary elsewhere herein, notices, demands, approvals, which may be given hereunder to the respective Parties shall be in writing in the English language and either (i) delivered personally, (ii) sent by registered mail or speed post, return receipt requested, or (iii) sent by recognized courier, addressed as follows:

Owner's Contact Person:

Name: Mr Nikhil Gupta

Address: Near sitaram petrol pump, survey no 1020-1021/1 paiky- b, village charmardi, taluka vallbhipur, bhavnagar, Bhavnagar, Gujarat, 364310

Phone: +919099050621

Fax No. :

Email Id : bandhan@infiniumgroup.in

Contractor's Contact Person:

Name: Mr. Piyush Bhatt

Address: 9, Hari Om Villa, Nikol Naroda Road, New India Colony, Ahmedabad, Ahmedabad, Gujarat, 380049



Phone: +91 9725019493

Fax No. :

Email Id : piyushbhatt2014@reflection-solar.com

- b) Except as otherwise specified in this Contract, any notice sent by electronic mail or facsimile shall be deemed received on the date of transmission provided that a confirmation of receipt is obtained within 2 (two) Days after the transmission but before 5 p.m. If the confirmation is received at any time after 5 p.m. the same shall be deemed to have been received on the following Day.
- c) Either Party may change its address, phone or facsimile number, electronic mail address and addressee for receipt of such notices by 10 (ten) Days' notice to the other Party.
- d) Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be provide under this Contract.

17.7 Governing Law and Jurisdiction

	
Contractor's Initial & Stamp	Owner's Initial & Stamp

This Contract shall be governed by the laws of India. Subject to Clause 16 (Dispute Resolution), the courts of Mumbai shall have exclusive jurisdiction in all matters arising under this Contract

17.8 Language

This Contract, all correspondence and communications to be provided and all other documentation to be prepared and supplied under this Contract shall be written in English language.

17.9 Publicity

The Parties shall not use each other's name and/or trademark/logo or publicized or release any information about this Contract or its contents or market, publish, advertise in any manner any information without prior written consent of the other Party.

17.10 Survival

The provisions of Clause 7 (Consideration & Payment Terms), Clause 8 (Indemnification), Clause 9 (Representation & Warranties), Clause 11 (Confidentiality), Clause 12 (Liquidated Damages), Clause 13 (Plant Performance Guarantee), Clause 14 (Force Majeure), Clause 15 (Termination), Clause 16 (Dispute Resolution and Clause 17 (General Provisions) shall survive termination or expiry of this Contract.

17.11 Entire Agreement

This Contract constitutes the entire agreement between the Parties hereto with respect to the subject matter of this Contract and supersedes all prior agreements and undertakings, written or oral, with respect to the subject matter hereof.


17.12 Counterparts

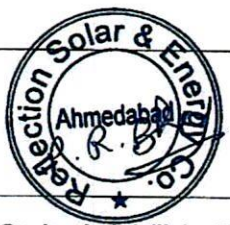

This Contract may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Contract on the date, month and year first above written

Owner	Contractor
Mr. Nikhil Gupta Sai Bandhan Infotium Pvt Ltd	Mr. Piyush Gupta Reflection Solar & Energy Co.

	
Contractor's Initial & Stamp	Owner's Initial & Stamp

 <p>Signature _____</p>	<p>REFLECTION SOLAR & ENERGY CO</p> <p><i>P. R. Bhatt</i></p> <p>Signature _____ PROPRIETOR</p>
<p>Name: Mr Nikhil Gupta</p> <p>Designation : Director</p> <p>Authorized Signatory</p>	<p>Name :- Mr. Piyush Bhatt</p> <p>Designation : Proprietor</p>
<p align="center">Witnesses</p>	
<p>1</p>	<p>1</p>
<p>2</p>	<p>2</p>

	
<p align="center">Contractor's Initial & Stamp</p>	<p align="center">Owner's Initial & Stamp</p>

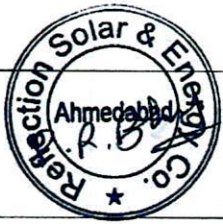



ANNEXURE- 1

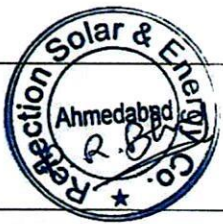

Scope of Work

Contractor's Initial & Stamp	Owner's Initial & Stamp

Sr. No.	DESCRIPTION	Contractor	Owner	REMARK
I. SITE LOCATION				
1	Finalization of PV Field and Plant Location	--	Owner	
2	Structure Load Approval	Contractor		
3	Clearance of all Removable Obtrudes/vegetation for shadow free PV Field area	Contractor		
4	Ensuring site availability at all times without any hassles or hindrances for peaceful execution of project	--	Owner	
II. PRELIMINARY				
1	Basic Engineering of plant - Tentative PV Layout, Proposed Schematic Drawing	Contractor	--	
2	Submission of BOQ with offered makes, PV System Report and estimated PR calculations	Contractor	--	
3	Finalization of EPC Contract Document	Contractor	Owner	
III. LIAISONING AND APPROVALS				
1	Technical Feasibility Assessment from GETCO for Connectivity	Contractor	Owner	Owner to provide documents
2	Project Registration with State Nodal Agency	Contractor		
3	Approval from GETCO for Power Evacuation Permission & Grid synchronization	Contractor		
4	CEIG Approval for Elect SLD, Earthing Scheme and Power Connectivity	Contractor		
5	PPA Execution	--		Not Applicable
6	Detailed Project Report	Contractor		**
7	Approval from other Government department if required	Contractor		

	
Contractor's Initial & Stamp	Owner's Initial & Stamp

8	Excise duty & Custom duty certificates			Not Applicable
9	Labour License form 5 Issuance from Principal employer	Contractor		If No of Labors > 20
IV. Insurance & Transportation During Construction Period				
1	Marine cum Erection/ Storage cum Erection insurance	Contractor	--	
2	Transit Insurance	Contractor	--	
3	Freight	Contractor	--	
4	Transportation & Insurance of Personnel associated with project	Contractor	--	
5	Internal shifting and Loading /Unloading of Material from Storage area to Working Field	Contractor	--	
V. ENGINEERING				
1	Preparation of all drawings (Civil, Electrical and Mechanical)	Contractor	--	
2	Preparation of all documents (Civil, Electrical and Mechanical)	Contractor	--	
3	Submission of drawing and documents list	Contractor	--	
4	Submission of technical datasheet of all equipment	Contractor	--	
5	Quality assurance plan	Contractor	--	
6	As built drawings and O & M manuals	Contractor	--	
7	Project Handover Documentation	Contractor	--	
VI. PROJECT CONSTRUCTION ACTIVITIES				
1	Water and power supply for construction	--	Owner	
2	Office and infrastructure for construction	Contractor		
3	Storage and other temporary constructions	Contractor		

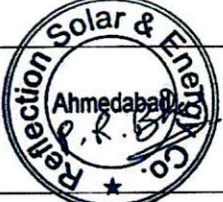

	
Contractor's Initial & Stamp	Owner's Initial & Stamp

VII. CIVIL DETAILS				
1.	Main Gate	Contractor		
2.	Compound Wall	Contractor		
3.	Approach Road, Peripheral road and Internal Road	Contractor		
4.	Main Control Room	Contractor		
5.	Inverter Room	Contractor		
6.	Security Cabin	Contractor		
7.	Watch Tower	Contractor		
8.	Transformer Yard including burnt oil pit	Contractor		
9.	Mounting Structure Foundations	Contractor	—	
10.	Other civil works essential for functioning as per industry standard	Contractor		

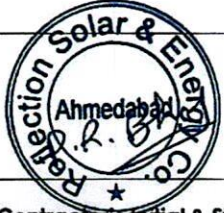

INSTALLATION & COMMISSIONING

VIII. Safety				
1	Induction to Safety Standards of Developer	Contractor		
2	Arrangement of PPE	Contractor	—	
3	Storage space for Material (MMS, Inverters, Modules)	Contractor		
4	Fire safety, First Aid, NIFPS	Contractor		
5	Security of the Material at site	Contractor		

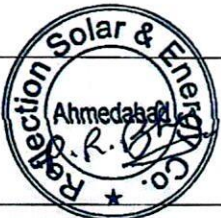

IX. MECHANICAL INSTALLATION				
1	Installation of Module Mounting Structure	Contractor	—	
2	Fixing of Modules on MMS	Contractor	—	
3	Structure and Module Alignment	Contractor	—	

	
Contractor's Initial & Stamp	Owner's Initial & Stamp

4	Module Cleaning System - Pump, Storage	Contractor	--	
X.	ELECTRICAL INSTALLATION			
1	Installation of Supplied DC Electrical Materials including and not limited to modules, dc cables, inverter, dc charger, battery	Contractor	--	
2	Installation of Supplied AC Electrical Materials including and not limited to IDT, Power Transformer, Auxiliary Power Transformer, LT Panels, Switchgears, AC Cables, HT Cables, UPS and battery, control cables	Contractor	--	
3	Co-ordination and Erection for Bay at Evacuation substation	Contractor	--	
4	Erection of Bay/Switchgear at Plant End	Contractor	--	
5	Installation of SCADA for remote monitoring	Contractor	--	
6.	Installation of Supplied LA and earthing	Contractor		
XI.	PRE-COMMISSIONING OF SYSTEM			
1	Checking of Grid availability	Contractor	--	
2	Commissioning of DC System	Contractor	--	
3	Commissioning of AC System	Contractor	--	
4	Synchronization to grid	Contractor	--	
XII.	FINAL TESTING AND COMMISSIONING			
1	Inspection of equipment	Contractor	--	
2	Pre - Commissioning tests of items in the scope	Contractor	--	
3	System commissioning as per the scope mentioned above	Contractor	--	
4	On-site training and system handover to Client for the Agreed Scope	Contractor	--	1 day training

	
Contractor's Initial & Stamp	Owner's Initial & Stamp

XIII DOCUMENTATION & HANDOVER				
1	Equipment inspection Test Reports	Contractor	--	
2	Pre-Commissioning Test Reports	Contractor	--	
3	Documents & Catalogues of Equipment	Contractor	--	
4	O&M Manual of the plant	Contractor	--	
XIV OPERATION AND MAINTENANCE				
1	Operation & Maintenance	Contractor	--	
2	O&M Spares	Contractor	--	

	
Contractor's Initial & Stamp	Owner's Initial & Stamp

ANNEXURE - 2

Contract Price and Payment Schedule

1. Contract Price:

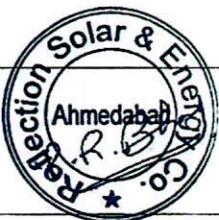

Subject to the adjustments agreed in the Contract, the Contract Price shall be a sum of Rs. 66,00,00,000/- Sixty Six Crores Only including GST for 70 MW (AC) / 91 MW (DC)

2. Payment Schedule:

Contract Price shall be payable in the following manner:

Payment Milestone	Percentage of Contract Price
Advance upon signing of this Contract	1%
On Design Completion	5%
On Erection of Each supplied item	44%
On Commissioning	45%
On completion of punch points	5%

The Owner shall provide PDC for each milestone.

	
Contractor's Initial & Stamp	Owner's Initial & Stamp