

CONTRACT AGREEMENT FOR ENGINEERING, PROCUREMENT, INSTALLATION & COMMISSIONING OF 4000 KWp DC GROUND MOUNTED SOLAR PV PLANT

This Contract Agreement for design, manufacture, supply, erection, testing and commissioning including warranty, operation and maintenance of Solar Photovoltaic Plant ("**Agreement**") is made and entered into as of 23rd Aug 2024 at Noida, Uttar Pradesh;

BY AND BETWEEN

TRUEERE GALAXY PRIVATE LIMITED, a company incorporated under Companies Act, 1956, and existing under Companies Act, 2013, bearing CIN No. **U35105UP2024PTC201406** and having its registered office at 202-203, Udyog Kendra, Extn-II, Greater Noida, Bisrakh, Gautam Buddha Nagar-201306, Uttar Pradesh (hereinafter referred to individually, as the "**Owner / TGPL**", which expression shall, unless repugnant to the context or meaning thereof, include its attorneys, successors and assigns) of the **FIRST PART**;

AND

ORIANA POWER PRIVATE LIMITED, (Formerly known as Oriana Power Private Limited) a company incorporated under the Companies Act, 2013, bearing CIN No. **L35990DL2013PLC248685** and having its registered office at Flat No. 412A, Building No. 43, Chiranjiv Tower, Nehru Place, South Delhi, New Delhi, Delhi, India, 110019 and its corporate office at First Floor C-103 Sector-2 Noida, Gautam buddha Nagar, Noida, Ghaziabad, Noida, Uttar Pradesh, India, 201301 acting through its authorised representative, (hereinafter referred to as "**Developer**", which expression shall, unless repugnant to the context or meaning thereof, include its attorneys, successors and permitted assigns) of the **OTHER PART**

The Owner and the Developer shall be jointly referred to as "**Parties**" and individually as "**Party**", as the context may require.

- A. The Owner is *inter alia* engaged in the business of power distribution ("**Business**") and has established a unit at 202-203, udyog kendra, Extn-II, Greater Noida, Bisrakh, Gautam Buddha Nagar-201306, Uttar Pradesh ("**Distribution Unit**").
- B. Owner desires to construct a Solar PV-based power plant having installed capacity of around 4.00 MWp ("**Facility**") for supply of Power to the Manufacturing Unit and requires a Developer for design, engineering, procurement, supply, erection, construction, testing and commissioning and post successful commissioning and operation and maintenance of the said Facility for 15 years.





C. The Developer has represented to the Owner that the Developer is a power development company engaged in the business of developing, installing, operating, managing and maintaining the rooftop and ground mount based solar power plants across India and the Developer is willing to perform design, procurement, engineering, construction, and testing work to bring the Facility to commercial operation and operate, maintain and manage services the Facility commercially, for and on behalf of the Owner.

D. That based on the aforesaid representation and those contained in the Agreement, the Owner has appointed the Developer for designing, engineering, procurement, construction and testing of the said Facility, as per the terms and conditions contained in this Agreement.

E. The Project Site is located at Owner's as per attached annexure - 2

F. This agreement consist of the following:

Annexure 1: Price Schedule and Payment Terms

Annexure 2: Site Locations

G. Entire Agreement

a. The Agreement, constitutes the entire agreement between the Parties, concerning the subject matter hereof.

b. Commercial Offer issued by Owner to the Developer for the captioned work shall be read in conjugation with this agreement and in case of dispute in any clause between the purchase order and this agreement, the provisions of this agreement shall prevail.

c. All previous documents, undertakings, and agreements, whether oral, written, except or otherwise for any provisions mentioned herewith in this agreement,, between the Parties concerning the subject matter hereof if any are hereby cancelled and shall be of no further force or effect and shall not affect or modify any of the terms or obligations set forth in this Agreement, except as the same may be made part of this Agreement in accordance with its terms.

H. Binding Effect and Severability

a. All terms and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the legal representatives and permitted assigns of the Parties.

b. The Parties agree that if any provision of this Agreement is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.

c. Notwithstanding the foregoing, the Parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision so found to be void or unenforceable.

I. Further Acts and Assurances

Each Party hereby agrees to execute and deliver all such further agreements, documents and instruments, and to do and perform all such further acts and things, as shall be necessary or convenient to carry out the provisions of this Agreement and to consummate the transactions contemplated hereby.

J. Amendment

This Agreement shall not be amended, changed, altered, or modified except by a way of a written instrument duly executed by the authorized representatives of the Parties.

Narendra Kumar

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their fully authorised officers, and copies delivered to each Party, as of the day and year first above stated:

For and behalf of:

ORIANA POWER LIMITED



Authorised Signatory:

Name:

Designation: Director

For and behalf of:

TRUEERE GALAXY PRIVATE LIMITED



Authorised Signatory:

Name

Designation: Director

WITNESS:

1. Name:

Address:

PAN/AADHAR:

1. Name:

Address:

PAN/AADHAR:

2. Name:

Address:

PAN/AADHAR:

2. Name:

Address:

PAN/AADHAR:

ANNEXURE :1 PRICE SCHEDULE AND PAYMENT TERMS

Price Schedule shall be as follows: -

| Particulars | Amount (INR in Lakhs) |
|-------------|-----------------------|
| Module | 562.50 |
| Inverter | 125.00 |
| BOS | 415.26 |
| I&C | 118.64 |
| Total | 1221.40 |
| GST @12% | 82.50 |
| GST@18% | 96.10 |
| Total | 1400.00 |

Payment Shall be Released as follows: -

| S.No. | Percentage of Order Value | Details |
|-------|---------------------------|--------------------------------|
| 1 | 100% of Order Value | Advance against Purchase Order |

Ravinder

Narender Kumar

Annexure 2 : Site Locations

| S.No. | SITE | CAPACITY (KWp) | ADDRESS |
|-------|---------------------------------|-------------------|-------------------------------------|
| 1 | JK TYRE & INDUSTRIES LIMITED | 4000 | Banmore, Morena, and Uttarakhand |

R Govind

Norender Kumar