

# Bhadla MiniGrid Solar 2 Private Limited

Regd off: L-11, Ground Floor, Green Park Extension, New Delhi - 110016

CIN: U42201DL2024PTC431969 Phone: 011-43438511

**Ref:** - Kusum/Operations and Maintenance Contract/003

Date: 04 June 2024

## OPERATION AND MAINTENANCE CONTRACT

To

Avengers Rays Solar Private Limited  
L-11, Green Park Extension,  
Delhi 10016

Sub: Award of the Operation and Maintenance Service Contract for 13.33 MWdc Kusum Solar Projects

Ref: Supply and Installation contract with ref no. Kusum/Supply and Installation Contract/002 dated 03 June 2024.

Dear Sir,

We, Bhadla MiniGrid Solar 2 Private Limited ("Owner") are pleased to place award for this Operation and Maintenance Contract to M/s Avengers Rays Solar Private Limited ("Contractor") for various solar projects with a cumulative capacity of 13.33 MWdc ("Project") on the mutually agreed terms & conditions stated hereinafter.

|  |  |
|--|--|
| <b>Scope Description</b>               | Performance of Operation and Maintenance activities for the Solar Projects as described in Clause no. 3. |
| <b>Location and Project Capacities</b> | Refer Schedule - I   |
| <b>Total Price and Payment terms</b>   | Refer Schedule – II  |

### 1. Definitions:

The following words and expressions shall have the meanings hereby assigned to them:

**"Applicable Law"** means the substantive or procedural laws of India related to this contract, 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"** means any Day in a week other than a Sunday or a day declared to be public holiday, in the State of Rajasthan, under the provisions of the Negotiable Instruments Act, 1881.

**"Change of Law"** means:

# Bhadla MiniGrid Solar 2 Private Limited

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- (a) The enactment, adoption, bringing into effect, promulgation, modification or repeal, after the Effective Date of any Applicable Law;
- (b) Change in interpretation of any Applicable Law by a Government Instrumentality;
- (c) The imposition of any material condition on the issuance or renewal of any Governmental Authorization after the Effective Date; or
- (d) The failure by any relevant Government Instrumentality to issue or renew any Governmental Authorization.

**"Contractor"** shall mean Avengers Rays Solar Private Limited; a company incorporated under the Companies Act 2013, having its registered office at SG-42, Royal Plaza Central Spine, Vidyadhar Nagar, Jaipur, Jaipur, Rajasthan, India, 302023.

**"Commissioning"** means date from which the service of the Contractor to the Owner will be commenced, the estimated date of commissioning is 31<sup>st</sup> March 2024, and actual the commissioning date shall be intimated to the Contractor two months before commissioning.

**"Confidential Information"** means any information (including any commercial or technical information) received or obtained as a result of entering into or performing this Contract or in any Disputes arising under this Contract, in each case which includes:

- (a) The terms and conditions of this Contract;
- (b) The plant design and system details
- (c) The methodology / processes involved in execution of this Contract;
- (d) All documents, whether technical or otherwise, exchanged or provided pursuant to this Contract; and
- (e) 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.

**"Consideration"** means the amount to be payable by JDVVNL/ RUVITL to the Owner as per the terms of the Power Purchase Agreement executed by the Owner.

**"Contract"** means this contract awarded by the Owner to the O&M Contractor, including the appendixes, Schedule attached hereto, as amended, modified or supplemented from time to time.

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

**"Governmental Authorizations"** means all approvals, authorizations, permits, licenses, consents, clearances, etc., to be received from Government Instrumentality for the Project.

# Bhadla MiniGrid Solar 2 Private Limited

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**"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.

**"Insolvent"** means:

- (a) a winding up order or an insolvency order is made by a competent court in respect of a Party;
- (b) a receiver, provisional liquidator or official liquidator is appointed for a Party;
- (c) a mortgagee takes possession of all or substantially all assets of a Party; or
- (d) a Party notifies its creditors or notifies the other Party that it is insolvent.

**"Intellectual Property"** 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.

**"JDVVNL"** means Jodhpur Vidyut Vitran Nigam Limited

**"Month"** means a calendar month of the Gregorian calendar.

**"O&M"** means the service provider, providing operation and maintenance services of the Project, or any part thereof.

**"O&M Contractor"** means the Contractor

**"Party"** and **"Parties"** shall refer to the Owner and the Contractor.

**"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.

**"PV 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.

**"Plant and Equipment"** means the solar photovoltaic arrays with module mounting structures, grid connect inverters, cables and cable trenches, direct current (DC) junction box and accessories, as already detailed in the EPC Contract.

**"Project"** means generation of 9.8 MWdc per year of energy, calculated on the basis of the readings of the energy meter installed at metering point for billing.

# Bhadla MiniGrid Solar 2 Private Limited

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CIN: U42201DL2024PTC431969 Phone: 011-43438511

**"Prudent Industry Practice"** means those practices, methods, techniques and standards, as updated from time to time and the exercise of that degree of skill, diligence and prudence that are generally accepted for use in the solar electric utility industry, which would reasonably and ordinarily be expected from a skilled and experienced contractor applying the standards generally adopted by contractors in the operation and maintenance of solar power generation facilities.

**"RUVITL"** means Rajasthan Urja Vikas and IT Services Limited

**"Site"** means land located at Village Dholiya, District Phalodi in the state of Rajasthan on which the Project is being developed.

**"Willful Misconduct"** means, with respect to any Party or Person an intentional, and conscious, or reckless, disregard by such Party or Person, of Applicable Law, any common duty of care, any provision of this Contract, any other document prepared pursuant to this Contract or of Prudent Industry Practice, and relating to the performance by such Party or Person of its obligations there under, but shall not include any error of judgment or mistake made in good faith.

## 2. Interpretation

- a) Reference to the singular shall include reference to the plural and *vice-versa* and a reference to any gender shall include a reference to the other genders, except where the context otherwise requires.
- b) The headings and marginal notes in this Contract are included for ease of reference, and shall not affect the meaning or the interpretation of this Contract.
- c) The Appendices to this Contract form part of this Contract and will be of full force and effect as though they were expressly set out in the body of this Contract. The provisions of this Contract and the Appendices hereto shall be interpreted harmoniously and only if the provisions of this Contract cannot be interpreted harmoniously with the Schedules or *vice-versa*, on account of inconsistencies or ambiguities, then the provisions of this Contract shall prevail over the Schedules.
- d) Unless the context otherwise requires, a reference to any Article, Clause, recital, Schedule shall be to an Article, Clause, Recital, Appendix of this Contract respectively.
- e) Reference to any Applicable Law includes a reference to that Applicable Law, as from time to time, amended, modified, supplemented, extended or re-enacted.
- f) Reference to time shall, except where the context otherwise requires, be construed as a reference to Indian Standard Time. Any reference to calendar shall be construed as reference to the Gregorian calendar.
- g) The words "include" or "including" shall be deemed to be followed by "without

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limitation" or "but not limited to" whether or not they are followed by such phrases.

- h) Unless the context otherwise requires, any period of time referred to shall be deemed to expire at the end of the last date of such period.
- i) In case of any discrepancy between words and figures, the words shall prevail over the figures.
- j) The preamble and the Recitals shall form integral part of this Contract.
- k) Whenever provision is made for the giving of notice, approval or consent by any Person, unless otherwise specified, such notice, approval or consent shall be in writing and the words "notify" and "approve" shall be construed accordingly.
- l) the word "agree", "agreed", "agreement" require the agreement to be recorded in writing.
- m) The terms "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record.

### 3. SCOPE OF WORK

The O&M Contractor shall operate the Project in compliance with SOPs, Applicable Law and Good Industry Practices and perform the comprehensive preventive and curative maintenance of the Project in accordance with the provisions of this Contract.

The services provided in this Clause shall be collectively referred to as "O&M Services" to be provided by the O&M Contractor.

#### 3.1 Services

Subject to and in accordance with the terms and conditions of this Contract, the O&M Contractor shall perform the operation and maintenance services for the Solar Project.

It is clarified that costs pertaining to consumables and personnel required by the O&M Contractor for the performance of the O&M Services in accordance with the terms and conditions of this Contract, shall form part of the fee.

#### 3.2 Preventive Maintenance Services

The O&M Contractor shall perform preventative maintenance services to ensure generation and transmission of power from the Project up to GSS end, and the smooth and trouble free operations of all components in the Solar plant.

#### 3.3 Curative Maintenance Services

The O&M Contractor shall provide for, competent and adequate skilled and unskilled manpower, all tools and equipment, and consumables for providing curative

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maintenance/breakdown maintenance in the event of any breakdown or suspected breakdown in any component /equipment of the Project.

The O&M Contractor shall attend to any routine breakdown jobs for repair/replacement in a prompt manner, within the prescribed timeline as may be mutually agreed between the Parties.

## 3.4 Operation, Maintenance and Management Services

3.4.1 The O&M Contractor shall also provide operation, maintenance and management services to the Owner for the Project, *inter alia* involving management and operation of the Project.

3.4.2 The O&M Contractor shall employ suitably qualified, experienced and licensed personnel to perform the O&M Services in accordance with the Applicable Laws. The O&M Contractor shall comply and ensure that its Subcontractors comply with all Applicable Laws and employment laws in relation to the personnel employed by them.

### 3.4.3 Management Services

(a) Data logging in for power generation, grid availability, machine availability.

(b) Preparation and submission of Monthly Performance Reports as provided in this Contract.

(c) Taking monthly meter reading jointly with JDVVNL/ RUVITL officials at the Site, of power generated at the Project and supplied to grid owned by JDVVNL, and submission of billing documents to JDVVNL/ RUVITL for the payment of the consideration.

### 3.4.4 Technical Services

(a) Visual inspection of all equipment of the Project.

(b) Technical assistance including checking of various technical, safety and operational parameters of the equipment, trouble shooting and relevant technical services.

### 3.4.5 Health and Safety

The health and safety standards have to be adhered to by the O&M Contractor during the Term of this Contract.

## 3.5 Site Maintenance

The Parties agree that the O&M Contractor shall be responsible for keeping the Site and the access routes within the Site premises in good condition, during performance of the O&M Services.

## 4. Term

This Contract shall become effective from the Commissioning date, and will last 25 years

# Bhadla MiniGrid Solar 2 Private Limited

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CIN: U42201DL2024PTC431969 Phone: 011-43438511

from commissioning, unless terminated earlier in accordance with the termination clause or extended pursuant to Clause 5.

## 5. Extension

The Term may be extended / renewed on terms and conditions contained herein, for such further period as parties may mutually agree, in writing.

## 6. Obligations on Expiry of the Term

Upon the expiration of the Term, the O&M Contractor shall hand over the Project to the Owner in an operable condition (subject to normal wear and tear), consistent with the Prudent Industry Practices.

## 7. Consideration

It is agreed between both the parties that Owner will make the payment to the Contractor as per **Schedule II**

## 8. Interface with OEM

The O&M Contractor shall exercise reasonable endeavors to facilitate interface between OEM and the Owner to implement direct contractual arrangement with respect to the continuing PV Module warranty.

## 9. Insurance

Solar plant insurances and labour related insurances will be the responsibility of the contractor and the price is inclusive of insurance cost.

## 10. Obligations on the part of the Owner:

- a) provide sufficient storage space or a warehouse for storage of Spare Parts and other materials and consumables;
- b) providing reasonable assistance and cooperation in provision of any document as may be required for function of O&M services as pertaining to the Owner hereunder;
- c) nominating a Person as the 'Project in charge' or 'Project Manager' to co-ordinate with the O&M Contractor on all matters and appointing qualified personnel to represent the

# Bhadla MiniGrid Solar 2 Private Limited

Regd off: L-11, Ground Floor, Green Park Extension, New Delhi - 110016

CIN: U42201DL2024PTC431969 Phone: 011-43438511

Owner in all matters related to the work to be performed by the Owner under this Contract;

- d) providing reasonable assistance to the O&M Contractor as and when requested in meeting requirements imposed by Government Instrumentalities;
- e) notifying the O&M Contractor within 24 (twenty-four) hours of its becoming aware of any events, that will have an effect on the performance of the O&M Services;
- f) Shall allow the O&M Contractor and its personnel complete, unhindered and safe access to the Site, as may be necessary for the O&M Contractor to discharge the obligations under this Contract.

## 11. O&M Contractor's Manager

The O&M Contractor shall appoint a Person as Manager within ("**O&M Contractor's Manager**"), who, subject to necessary approvals, shall be authorized and empowered to act for and on behalf of the O&M Contractor on all matters concerning this Contract and its obligations hereunder, except the authority to agree to any amendments or modifications, to any of the terms of this Contract.

## 12. Liquidated Damage

The Parties hereby agree that no liquidated damages are payable under the contract.

## 13. Reports

The O&M Contractor shall provide to the Owner reports as follows:

- a) Daily/ weekly/monthly power generation and other reports.
- b) Monthly calculation of the actual energy generation achieved by the Project, based on readings taken at the approved revenue meter/s installed at the evacuation sub-station at the Project Site, within 5 calendar days from the end of each calendar month.
- c) Quarterly summary of and analysis of the plant operation data within 10 calendar days of the end of each calendar quarter.



# Bhadla MiniGrid Solar 2 Private Limited

Regd off: L-11, Ground Floor, Green Park Extension, New Delhi - 110016

CIN: U42201DL2024PTC431969 Phone: 011-43438511

- d) Yearly report containing inter-alia information regarding incidents affecting the Project for each Annual Period of Operation and GEGV performance comparison statement, within 15 calendar days from the end thereof.
- e) Any other report which the Owner may require in electronic form(s) from the data already available with O&M Contractor relating to the Plant in the format to be notified in writing 30 days advance to the O&M contractor, however, such other reports shall be subject to availability of such requisite data with O&M Contractor.

## 14. Inspection

The Owner's representatives and their respective agents shall at all reasonable time have access to the Project, including other operations relating to the Project, to the technical documents, materials, records and accounts relating to such operations.

## 15. Force Majeure

- a) Neither Party shall be liable to the other Party or be deemed to be in breach of this Contract by reason of any delay in performing or observing, or any failure to perform or observe, any of its obligations under this Contract, if the delay or failure was due to any event which is not within the reasonable control, of the Party affected ("**Affected Party**"), and with the exercise of due diligence, could not reasonably be prevented, avoided or removed by the Affected Party, and does not result from the Affected Party's negligence or the negligence of its agents, employees or sub-contractors, which causes the Affected Party to be delayed, in whole or in part, or unable to partially or wholly perform its obligations under this Contract (other than a lack of funds or finances or any obligation for the payment of money) ("**Event of Force Majeure**") and shall include but not limited to followings:
  - i) Act of God, including but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, external object damages; or;
  - ii) Explosion, accident or breakage of transmission facilities to deliver power from Delivery Points to the receiving substation(s); or
  - iii) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action or
- b) Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

# Bhadla MiniGrid Solar 2 Private Limited

Regd off: L-11, Ground Floor, Green Park Extension, New Delhi - 110016

CIN: U42201DL2024PTC431969 Phone: 011-43438511

- i) Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
- ii) Contractor's personnel strikes at the facilities of the affected party;
- iii) Insufficiency of finances or funds or the Contract becoming onerous to perform; and
- iv) Non-performance caused by, or connected with, the affected party's: (a) Negligent or intentional acts, errors or omissions; (b) failure to comply with applicable Indian Law; or (c) breach of, or default under this Contract.
- v) In addition, subject to force majeure events, any incident, event or eventuality that affects or may affect the continuous and optimal operation of the Project shall be forthwith reported to the Owner by telephone, fax or e-mail; and if by telephone, shall be confirmed in writing within 48 hours of its occurrence.
- vi) Upon termination of this Contract, any server hosting issues for the WEM reports being provided through use of Avengers 's server during the contract period, shall be discussed and agreed by the parties on mutually acceptable terms.

## 16. Confidential Information

- a. Save as permitted pursuant to hereunder, each Party shall treat as strictly confidential and shall not disclose to any Person any Confidential Information without the other Party's prior written consent.
- b. The Party receiving Confidential Information shall take all reasonable precautions in dealing with any Confidential Information of the disclosing Party and shall establish and maintain sufficient security measures and procedures to provide for the safe custody of such Confidential Information and to prevent unauthorized access thereto or use thereof.
- c. Neither Party shall publish any drawing, photograph, video or film or directly or indirectly disclose any information relating to this Contract.
- d. Each Party shall keep the Confidential Information private and confidential.

## 17. Termination

The Parties may without prejudice to any of their rights and remedies under this Contract, in law or in equity, terminate this Contract or part thereof as mentioned below.

- a) **Termination for O&M Contractor's Default:** - the Owner may, without prejudice to any other rights or remedies it may possess, terminate this Contract by giving a notice of 1 year notice to the O&M Contractor, if the O&M Contractor:

# Bhadla MiniGrid Solar 2 Private Limited

Regd off: L-11, Ground Floor, Green Park Extension, New Delhi - 110016

CIN: U42201DL2024PTC431969 Phone: 011-43438511

- i) persistently neglects to carry out its obligations under this Contract, without just cause;
- ii) assigns or transfers this Contract or any right or interest herein, in violation of the provisions of this Contract
- iii) becomes Insolvent;
- iv) has repudiated this Contract; or

## b) Effect of Termination

If this Contract is terminated pursuant to above Clause, then the O&M Contractor shall:

- (i) cease performance of further O&M Services;
- (ii) Upon termination of this Contract, the Owner will clear all the dues of O&M Contractor up to date of such termination (including any amounts under outstanding Invoices).
- (iii) both the parties will settle their dues as mutually agreed.

## 18. Termination for Extended Event of Force Majeure

If the performance of this Contract is substantially prevented, hindered or delayed for a consecutive period of more than 90 (ninety) Days or an aggregate period of more than 120 (one hundred and twenty) Days, on account of one or more Events of Force Majeure during the Term, the Parties will meet and attempt to develop a mutually satisfactory plan. Provided, that upon the failure of the Parties to arrive at such a mutually satisfactory plan in relation to such Event of Force Majeure, either Party shall have the right to terminate this Contract by providing to the other Party, a notice at least 30 (thirty) Days, prior to such termination.

## 19. Effect on Accrued Rights

The termination of this Contract shall not affect any accrued rights, obligations and liabilities of either Party.

## 20. Dispute Resolution

**Amicable Settlement:**-If any dispute of any kind whatsoever shall arise between the Owner and the O&M Contractor, in connection with or arising out of this Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, termination, or execution, whether during the progress of O&M Services or upon completion and whether before or after the termination, abandonment or breach of this Contract ("**Dispute**"), the Parties shall seek to resolve the Dispute by mutual consultation. If the Parties fail to resolve the Dispute by mutual consultation within 30 (thirty) Days after notice of the Dispute by one Party to the other Party then the provisions of the Arbitration Clause shall apply

## 21. Arbitration

# Bhadla MiniGrid Solar 2 Private Limited

Regd off: L-11, Ground Floor, Green Park Extension, New Delhi - 110016

CIN: U42201DL2024PTC431969 Phone: 011-43438511

- a) If any Dispute is not resolved by the Parties, then within 60 (sixty) Days of the notice of the Dispute, then either Party may, within 30 (thirty) Days of such reference, provide notice to the other Party, of its intention to commence arbitration, as hereinafter provided, as to the matter in Dispute, and no arbitration in respect of the said Dispute shall be commenced unless such notice is provided.
- b) Any dispute in respect of which a notice of intention to commence arbitration has been provided, shall be finally settled by arbitration.
- c) If the parties failed to appoint the sole arbitrator, the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted pursuant to the Arbitration and Conciliation Act, 1996, and rules made there under, from time to time, in [Jaipur], India and in English language.
- d) 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.

## 22. Representations and Warranties of the O&M Contractor

The O&M Contractor makes the following representations and warranties to the Owner that each of which is true and correct on the date of this Contract:

- a) it has been incorporated as a company under the laws of India, is validly existing under those laws and has the power and authority to carry on its business in India;
- b) it has power to accept this Contract and comply with its obligations under it; and
- c) it has in full force and effect the authorizations necessary for it to accept this Contract and the transactions under it.

## 23. No Consequential Loss

Notwithstanding anything to the contrary stated in this Contract, O&M Contractor shall not be liable towards the Owner or any other party, 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.

## 24. Notices

All notices, reports, certificates or other communication to be provided under this Contract shall be in writing, and shall be sent by personal delivery (against receipt), special courier, registered post with acknowledgment due, facsimile or electronic mail to the address of the relevant Party specified below:

### If to the Owner:

Address: Bhadla Minigrid Solar 2 Private Limited Ltd,  
L-11, Green Park Extension, Delhi – 110016

# Bhadla MiniGrid Solar 2 Private Limited

Regd off: L-11, Ground Floor, Green Park Extension, New Delhi - 110016

CIN: U42201DL2024PTC431969 Phone: 011-43438511

## **If to the O&M Contractor:**

Address: Avengers Rays Solar Pvt Ltd.

L-11, Green Park Extension, Delhi – 110016

**25. Amendment:** - No amendment or other variation of this Contract shall be effective unless it is in writing, is dated, expressly refers to this Contract, and is signed by a duly authorized representative of each Party.

**26. Independent Contractor:-** The O&M Contractor shall be an independent contractor performing this Contract. Subject to the provisions of this Contract, the O&M Contractor shall be solely responsible for the manner in which this Contract is performed.

**27. Non-Waiver:-** No relaxation, forbearance, delay or indulgence by either party, unless with consent of such party in writing, in enforcing any of the terms and conditions of this Contract or the granting of time by either Party to the other shall prejudice, affect or restrict the rights of that Party under this Contract, nor shall any waiver by either Party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

**28. Severability:-** If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract. The Parties agree in such circumstances to negotiate an equitable amendment to the provisions of this Contract to give effect to the original intention of the Parties.

**29. Third Party Rights:-** Nothing in this Contract is intended to confer any rights/remedies under or by reason of this Contract on any Third Party.

**30. 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.

**31. No Partnership or Agency:-** Nothing in this Contract shall constitute or be deemed to constitute any agency, partnership, joint venture, unincorporated association, co-operative entity or other joint relationship between the Owner and the O&M Contractor for any purpose.

## **32. Governing Law and Jurisdiction**

a) This Contract shall be governed by and interpreted in accordance with laws of India (Delhi).

b) Subject to *Dispute Resolution*, the courts of Delhi shall have exclusive jurisdiction in all matters arising under this Contract.

# Bhadla MiniGrid Solar 2 Private Limited

Regd off: L-11, Ground Floor, Green Park Extension, New Delhi - 110016

CIN: U42201DL2024PTC431969 Phone: 011-43438511

This award is being given in two copies. You have sign one award copy as a token of acceptance & submit back to our office, within two days.

**For Bhadla MiniGrid Solar 2 Private Limited**

**Authorized Signatory**

**Order acceptance:**

I hereby accept this Contract along with all its terms and conditions.

**M/s Avengers Rays Solar Private Limited**

**Authorized Signatory**

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## Schedule – I: Details of Sites and Capacities

| Location in District<br>Jodhpur, Rajasthan | Plant Name                     | Capacity<br>(MWac) | Capacity (MWdc) |
|--|--------------------------------|--------------------|-----------------|
| Village Dholiya                            | Plant No. 1 (Dholiya)          | 3.00               | 4.20            |
| Village Arjunpura                          | Plant No. 1 (Bhaguba ki Dhani) | 2.52               | 3.53            |
| Village Arjunpura                          | Plant no. 2 (Khepla)           | 4.00               | 5.60            |
|  | <b>Total</b>                   | <b>9.52</b>        | <b>13.33</b>    |

# Bhadla MiniGrid Solar 2 Private Limited

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## **Schedule – II Payment terms**

- (i) O&M charges shall be payable to the Contractor at the rate of Rs. 5 Lakh per MWdc per annum (inclusive of all taxes) which shall be increased @ 3% annually till the end of contract period.
- (ii) Work order value is inclusive of all applicable taxes or any statutory liabilities including GST.
- (iii) The O&M charges will be paid on monthly basis, after the O&M Contractor has submitted the billing documents to the JDVVNL/ RUVITL and the Owner has received the monthly consideration from JDVNNL/ RUVITL.