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Unique Doc. Reference : SUBIN-DL85750302136284139628W
Purchased by : BOOND POWER PRIVATE LIMITED
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : BOOND POWER PRIVATE LIMITED
Second Party : RICO JINFEI WHEELS LIMITED
Stamp Duty Paid By : BOOND POWER PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



₹500

Please write or type below this line

IN-DL24047783947114W

POWER PURCHASE AGREEMENT

Between

For Boond Power Private Limited

Boond Power Private Limited

And

Authorised Signatory

Rico Jinfei Wheels Limited

for Rico Jinfei Wheels Limited
Authorised Signatory

This Power Purchase Agreement ("Agreement") is made, entered into as of this 10th day of September, 2024 (the "Effective Date") by and between

Statutory Alert:

POWER PURCHASE AGREEMENT 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 onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

BOOND POWER PRIVATE LIMITED, a Company incorporated under the Companies Act, 2013, with CIN U35105DL2024PTC431565 and having its registered and corporate office at First Floor, 212, Okhla Phase 3, New Delhi - 110020, India (hereinafter referred to as the "**Power Generator**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) as party of the **FIRST PART**.

AND

RICO JINFEI WHEELS LIMITED, a company incorporated under the Companies Act, 1956, with CIN U34200HR2007PLC037021 and having its registered office and corporate office at 38 KM Stone, Delhi - Jaipur Highway, Gurugram, Haryana - 122001, India and manufacturing plant at Plot No. 397, Sector 8, IMT Manesar, Gurugram, Haryana - 122050, India (hereinafter referred to as the "**Power Consumer**", which expression shall, unless repugnant to the context or meaning thereof, include all its successors and permitted assigns) as party of the **SECOND PART**. Rico Jinfei Wheels Limited is a wholly owned subsidiary of Rico Auto Industries Limited.

The "Power Generator" and the "Power Consumer" are hereinafter also referred to as "**Parties**" jointly and "**Party**" individually.

WHEREAS:

- A. The Power Generator is engaged in the business of electricity generation through renewable resources.
- B. The Power Consumer proposes to purchase from the Power Generator the electricity produced from rooftop solar power generating plant on terms and conditions appearing hereinafter.
- C. The Power Generator has represented to the Power Consumer that the Plant shall be set up by the Power Generator, without any demur from the Power Consumer as long as the Power Generator carries out his scope of work in consultation with the Power Consumer and adheres at all times to all the prevailing safety norms inside the premises of the Power Consumer. Further, the Parties understand that the Solar Plant will be under the operative control of the Power Generator during the entire term of this Agreement.
- D. The Parties by way of this Agreement wish to record the terms and conditions on the basis of which the Power Generator would set up the Plant and supply electricity to the Power Consumer.

NOW, THEREFORE IN VIEW OF THE FOREGOING PREMISES AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS SET OUT BELOW, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. GENERAL PROVISIONS

1.1 Definitions

In this Agreement, unless the context otherwise requires, capitalized terms otherwise used, shall have the respective meanings assigned to them in **Schedule A ("Definitions")**.

1.2 Interpretations

- 1.2.1 The table of contents and headings in this Agreement are inserted for convenience only and shall not affect its interpretation or construction.
- 1.2.2 All references made in this Agreement to "Clauses" and "Schedules" shall refer, respectively, to Clauses and Schedules to this Agreement. The Schedules to this Agreement form part of this Agreement and shall be in full force and effect as though they were expressly set out in the body of this Agreement. In case if required, separate letter, amendment to this Agreement, can be signed by both the parties to clarify the provisions / interpretations of this Agreement.
- 1.2.3 Clause headings are for convenience only and shall not affect the interpretation of this Agreement. References to Clauses are specifically made, and where not specifically made, shall mean a reference to the entire Clause of the Agreement along with the numbered clauses or sub-clauses falling under the main clause, which have been appropriately identified by way of numbering and indentations such that an indented clause underneath a main clause shall be construed to be a part of that main clause, if not specifically referred to.
- 1.2.4 The words "hereto", "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular provision of this Agreement.
- 1.2.5 The word "person" shall include individuals; partnerships; corporate bodies (including but not limited to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; governmental bodies and agencies; and regulated utilities.
- 1.2.6 The word "including" and "include" shall be deemed to be followed by the words "without limitations".
- 1.2.7 In the event of any conflict between the text of this Agreement and the contents of any Schedule hereto, the text of this Agreement shall govern.
- 1.2.8 Each of the representations and warranties provided in this Agreement is independent of the other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause.
- 1.2.9 Any reference to any statute or statutory provision along with the prevailing operating standards of the Power Consumer applicable to the said Plant shall include:
- (i) all subordinate legislation made from time to time under that statute or provision (whether or not amended, modified, re-enacted or consolidated);
 - (ii) such provision as from time to time amended, modified, re-enacted

or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and to the extent of liability thereunder may exist or can arise.

1.2.10 Any grammatical form or variation of a defined term herein shall have the same meaning as that of such term.

1.2.11 The words/ expressions used in this Agreement but not defined herein, unless repugnant to the context, shall have the same meaning as assigned to them in the context in which these have been used in the Agreement, provided that the respective meanings, if any, assigned to such undefined words/ expressions in the Electricity Act, 2003 shall also be taken into consideration for harmonious interpretation of the Agreement.

2. TERM OF AGREEMENT

This Agreement shall consist of an Initial Period and an Operations Period. As used herein, "**Term**" shall mean both the Initial Period and the Operations Period, unless the Power Generator or the Power Consumer terminate this Agreement earlier in accordance with the terms of this Agreement.

2.1 Initial Period

The initial period will begin on the Effective Date and will terminate on the earlier of the Commercial Operation Date or the date on which the Agreement is terminated pursuant to the provisions of Clauses 3.7 and 3.8 hereof ("**Initial Period**").

During the Initial Period, the Power Consumer shall take all actions to make the Site available to the Power Generator and the Parties shall obtain all necessary approvals as specified in Clause 3 herein. At present there are no such approvals required for site access, permission and authorization as per Clause 3.2.

2.2 Operations Period

If applicable, the operations period will commence on the Commercial Operation Date and will terminate on completion of **20 years** from the Commercial Operation Date ("**Operations Period**"). During the entire operational period this Agreement shall be governed by the prevailing rules & regulations of the transaction envisaged in this Agreement and the same shall be reviewed periodically.

Extension / Renewal of this Agreement.

The Parties agree that the design life of the Plant is twenty-five (25) years and at any time during the Operations Period but not later than twelve (12) months prior to the end of the Operations Period, the Parties will meet with an intention to negotiate and extend the term of this Agreement to cover the entire design life, on such terms and

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for Rico Jinfel Wheels Limited
Authorised Signatory

conditions to be agreed during such negotiations.

At the end of the tenure, if the Power Consumer does not want to continue with the PPA, the Power Generator shall remove the plant and dispose it off at its own cost. In case of continuity by the Power Consumer, the same shall be maintained as per the terms mentioned in the Agreement.

3. SITE ACCESS, PERMISSIONS AND AUTHORIZATIONS

3.1 Access Specifications

The Power Consumer hereby grants the Power Generator and / or its agents (including its contractors, subcontractors, persons responsible for construction and operation of the Plant, and the Financing Party) access to the plant(s) within the Power Consumer's Premises, for the Term of this Agreement, at reasonable times and subject to the Power Generator, its agents (including its contractors, subcontractors, persons responsible for construction and operation of the Plant, and the Financing Party) adhering to the safety and security instructions of the Power Consumer, for the purposes of designing, installing, inspecting, operating, maintaining, repairing and removing the Plant, and any other purpose set forth in this Agreement, and otherwise in accordance with the provisions of this Agreement. However, permission is required to be taken by the Power Generator and/or its agents prior to visit. Access rights with respect to the Site include:

3.1.1 Vehicular & Pedestrian Access: Reasonable vehicular and pedestrian access across the Site to the Premises as designated in Schedule B for purposes of designing, installing, operating, maintaining, repairing and removing the Plant. In exercising such access, the Power Generator shall reasonably attempt to minimize any disruption to activities occurring on the Site. Vehicular access will be provided as per the Power Consumer's safety policy as provided in Schedule H. All relevant Safety Standards list are updated and shared with Power Generator by the Power Consumer.

3.1.2 Transmission Lines & Communication Cables: The right to locate transmission lines and communications cables across the Site as designated in Schedule B. The location of any such transmission lines and communications cables outside the areas designated on Schedule B shall be subject to the Power Consumer's approval and shall be at locations that minimize any disruption to the Power Consumer's activities occurring on the Site.

3.1.3 Storage: Adequate storage space at the Site convenient to the Premises for materials and tools used during construction, installation, and maintenance of the Plant. The Power Consumer shall be responsible for providing shelter and security for stored items during construction and installation.

3.1.4 Utilities: Water, drainage, electrical, on the Premises for use by the Power Generator in installing, operating and maintaining the Plant. It is agreed that the Power Consumer will be responsible for providing

water and electricity towards the installation, operation and maintenance of the Plant. TDS value of water provided by the Power Consumer shall be less than 500 mg/litre and pH value shall be between 6.5 and 7.5 which is mandatory for cleaning of modules and any deviation of the threshold level would hamper the power generation. However, it is agreed that in the event of scarcity of water, the Power Generator shall at its own cost arrange for the water required for installation, operation and maintenance. Such cost of procuring water shall be reimbursed by the Power Consumer.

3.2 Easement Rights, Permissions, Approvals and Authorizations

3.2.1 Immediately upon the commencement of the Initial Period, the Power Consumer shall execute and record, with the appropriate authorities, easements and other instruments documenting the access rights granted by the Power Consumer to the Power Generator in this Agreement. The Site is granted to the Power Generator in consideration of the Power Generator supplying electricity from the Plant to the Power Consumer and no additional charges or amounts will be charged by the Power Consumer for the use of the Site during the Term and decommissioning. It is also agreed that nothing contained in this Agreement gives a right, title or any interest whatsoever in the Site (which is owned by the Power Consumer) or any portion thereto to the Power Generator. It is clarified that the Power Consumer is and shall always be in possession of the Site as the owner.

3.2.2 The Power Generator shall obtain all requisite approval from all authorities appointed under all applicable laws related to setting up of the Solar Plant, such as, but not limited to, the Municipal Authorities, authorities responsible for urban development and regulation, Fire Safety authorities, etc., requisite permissions and approvals, if any, relating to the existing building, factory inspectors, etc. As on date, to the best of Power Generator's knowledge, no approvals are required to be taken from local bodies/Factory Inspector/municipality/local administration etc. for installation, testing and commissioning, operation and maintenance of Solar PV Plant. However, it is agreed between the Parties that the Power Generator shall solely be liable to obtain such approvals from appropriate statutory authorities related to the installation, operation, maintenance and documentation of the Plant as may be required under Applicable Laws and the Power Generator undertakes to keep all such approvals valid and subsisting during the Term of this Agreement. The Power Generator shall obtain such licenses, approvals, permits related to the installation, operation, maintenance and documentation of the Plant. Power Generator and Power Consumer shall provide each other copies of such approvals for its records.

3.2.3 The Power Consumer shall provide the relevant support as and when required by the Power Generator for obtaining the necessary permits/approvals from the relevant authorities and vice versa.

3.2.4 Notwithstanding the generality of the above provision of this clause

and save and except the approvals and permits specifically included within the scope of the Power Consumer, in the eventuality of introduction of new licenses, approvals, permits after signing of this Agreement, the Power Generator shall obtain such licenses, approvals, permits related to the installation, operation, maintenance and documentation of the Plant. The Power Consumer shall provide the necessary consent and / or required documents, authorization to the Power Generator for obtaining such licenses, approvals, permits in respect of the said plant. Liaison and incidental costs shall be borne by the Power Generator.

3.3 Site Assessment and Planning

During the Initial Period, the Power Generator shall, at its own expense, assess the suitability of the Premises for the Plant and shall act diligently in conducting such assessment. The assessment shall include the right to inspect the physical condition of the structures on which the Plant will be located.

3.4 Commencement of Construction

At any time during the Initial Period, upon at least ten (10) Business Days' notice to the Power Consumer, the Power Generator shall have the right to commence installing the Plant on the Premises. In case the Power Consumer is of the opinion that there are factors due to which the commencement of installation of the Plant at the Premises should be delayed, then in such an event the Power Consumer shall within five (5) Business Days from the receipt of the notice shall request the Power Generator to defer the installation of the Plant to a mutually acceptable date.

3.5 Modification of Design

As of the date hereof, the Power Generator anticipates that the Plant shall consist of the components and shall have the designs set forth in Schedule thereof. The Power Generator at its absolute discretion shall have the right to modify the design of the Plant for generation efficiency improvements, including the selection of the components in the Plant, as the Power Generator, in its sole discretion, may determine, provided, however, that such changes shall not result in the Plant exceeding the generation capacity, building footprint, location and height set forth in Schedule D, without the Power Consumer's approval. It is agreed that the modification in designs shall be subject to structural stability of the Premises, safety guidelines and recommendations of the Power Consumer and in compliance with all Applicable Laws, regulations and directives issued by statutory authorities.

3.6 Fire Safety Requirements

It is expressly agreed that on and from the Initial Period, the Power Generator shall at all times strictly comply with all the fire safety requirements that may be required for the installation and operation of the Plant. Furthermore, the Power Generator undertakes to use

flame proof installation on all the installations of the Plant as required and as per the recommendations of the Power Consumer's fire officers.

3.7 Construction Commencement Deadline

If the Power Generator has not completed the installation of the Plant on the Premises within one hundred and eighty (180) days from the date of this Agreement (not including official holidays and any day(s) in which a Force Majeure Event has been in existence or delays attributable to the Power Consumer), then the Power Consumer may terminate this Agreement by delivering notice to the Power Generator of its intention to terminate this Agreement, and the Power Generator shall agree to such termination with effect from the date of signing of the Agreement if the installation work is not commenced within fifteen (15) days from the date of receipt of such notice of intention of termination. If the installation work is commenced within fifteen (15) days, then this Agreement will be enforced in accordance with its terms hereof. Upon any termination in accordance with this Clause, neither Party shall have any further liability to the other with respect to the Plant, provided that the Parties comply with all the requirements as listed in Clause 3.8 below.

3.8 Fire Safety Requirements

It is expressly agreed that on and from the Initial Period, the Power Generator shall at all times strictly comply with all the fire safety requirements as provided in Schedule H that may be required for the installation and operation of the Plant. Furthermore, the Power Generator undertakes to use flame proof installation on all the installations of the Plant as required and as per the recommendations of the Power Consumer's fire officers.

3.9 Site Security

The Power Consumer will provide security for the Plant from the commencement of construction till the time that this Agreement is in effect, to the extent of its normal security procedures, practices, and policies that apply to the Premises which the Power Generator undertakes to adhere to unconditionally and irrevocably. The Power Consumer will advise the Power Generator immediately upon observing any damage to the Plant. During the Operations Period, upon request by the Power Generator, such as the Power Generator receiving data indicating irregularities or interruptions in the operation of the Plant, the Power Consumer shall, as quickly as reasonably practicable, send a person to observe the condition of the Plant and report back to the Power Generator on such observations.

3.10 System Shut Down

The Power Generator will prepare and submit in advance the yearly schedule of preventive maintenance activities along with check points

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to the Power Consumer. Both the Parties agree to mutually decide the schedule of such preventive maintenance activities to coincide with the Power Consumer's non-working days or off-peak consumption days as far as possible. In addition to this, the Power Generator may shut down the Plant in order to perform the required emergency repairs to the Plant with intimation to the Power Consumer. At other times in case of emergency shutdowns, the Power Generator shall give the Power Consumer notice of the shutdown as may be reasonable in the circumstances. The Power Generator shall not have any obligation to reimburse the Power Consumer for costs of purchasing electricity that would have been produced by the Plant but for such emergency shutdowns. The Power Generator shall not schedule shutdowns during peak periods of electricity use and periods when peak energy and demand prices are charged by the Local Electric Utility, except as may be required in accordance with prudent electricity industry safety practices in the event of equipment malfunction.

Any maintenance in terms of this Agreement by the Power Generator shall be strictly in conformity with the Applicable laws and appropriate safety guidelines as provided in Schedule H. It is agreed that the Power Generator remains solely responsible and liable to the Power Consumer for any death and/or bodily injury of any of its persons including that of sub-contractors, during construction activities i.e., erection, testing and commissioning and maintenance activities and decommissioning of the Plant at the Premises.

4. SALE OF ELECTRIC ENERGY

4.1 Sale of Electricity

Throughout the Operations Period, subject to the terms and conditions of this Agreement, the Power Generator shall sell to the Power Consumer and the Power Consumer shall buy from the Power Generator all electricity produced by the Plant, whether or not the Power Consumer is able to use all such electricity. The Point of Delivery of the electricity shall be as indicated in Schedule B. Title to and risk of loss with respect to the electricity shall transfer from the Power Generator to the Power Consumer at the Point of Delivery.

The Power Generator will install a data monitoring system which will capture the 15-minute interval data of the Plant in case of block shutdown (block here refers to the breaker where the solar feeder is connected) or Grid outage (non-availability of reference voltage). In such cases, the Consumer shall pay for Deemed Generation as per the calculations for the lost energy given in Schedule E.

Power consumption pattern (at 30-minute interval) data for 2 months including non-production days (Sundays) had been shared and the minimum plant load is always > 676 kWp. Hence, requirement of reverse power controller is not envisaged.

However, if required, the Power Generator will install Reverse Power Relay at the Consumer's Main Receiving Station and trip the substation breaker during the reverse power. This will be done after

mutually finalizing the suitable location and consumption pattern. Consumer shall provide the voltage and current feedback from CT/PTs for the functioning of the reverse power relay.

If the Power Consumer fails to off-take the electricity generated by the Plant, then the Power Consumer shall pay for the Deemed Generation. The Deemed Generation calculations and invoicing shall be done on monthly basis.

The Power Generator shall be responsible for providing the complete performance monitoring system as agreed under Schedule I. The Power Generator will be responsible for connecting monitoring equipment for the Plant to the Internet so that it is possible for the Power Generator and the Power Consumer to remotely monitor the Plant.

The Power Generator shall be providing Online Login ID to the Power Consumer for accessing the energy monitoring data of the Plant and the Power Consumer agree to provide necessary hardware and software at its own cost for accessing plant performance data.

4.2 Generation Guarantee

The Power Generator estimates the amount of electricity to be produced by the limits on the Plant on annual basis subjected to Global Horizontal Irradiation ("GHI") and Module Degradation Factor based on following broad assumptions:

Based On: Global Horizontal Irradiation = 1644 kWh/m²/year
Specific Production = 1320 kWh/kWp/year (as per Plant Design)

Guaranteed Energy Generation/annum (p90), Year 1 = 1320 kWh/kWp/year ($\pm 10\%$)

Module Degradation Factor (Yearly) = 2.5% (Year 1) and 0.7% (Year 2 to Year 25)

Guaranteed Energy Generation will have a tolerance band of $\pm 10\%$.

Penalty will be calculated if generated energy is below 1320 kWh/kWp/year $\times 90\% = 1188$ kWh/kWp/year (for Year 1).

Similar calculations are to be conducted for other years of operation.

The above Generation for Year 1 is guaranteed under the following terms and conditions:

- (i) The generation commitment provided by Power Generator shall be adjusted on an annualized basis. For each subsequent year, Guaranteed Generation shall be adjusted by an annual degradation factor mentioned above.
- (ii) The above generation commitment in any year shall be further adjusted downwards (Deemed Generation) to account for:

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- a) Any grid downtime.
 - b) Power Consumer's inability to off take 100% of the energy generated by the Plant because of whatever reason.
 - c) Any generation loss within control of Power Consumer owing to vegetation growth, construction of new structures/ building in and around the plant that would cast a shadow on the plant.
- (iii) In case of variation in solar radiation for the given site measured using Solar GIS software beyond of the value of Global Horizontal Irradiation of 1814.8 kWh/m²/year, the Guaranteed Generation number shall be accordingly adjusted. The example for this is indicated in Schedule G.
- (iv) The Power Generator shall ensure that each year, the Plant delivers at least the Guaranteed Generation as given in Schedule G. In case the Power Generator fails to achieve the Guaranteed Generation for any year, the Power Generator shall pay a penalty to the Power Consumer, after adjusting for Deemed Generation, if any. The following formula will be used to calculate the penalty:

(Difference between the Grid Tariff and Solar Tariff of that Year) X
 {(Guaranteed Generation of that Year) - (Deemed Generation +
 Actual Generation of that Year)}

The reconciliation of Actual Generation vs. Guaranteed Generation will be done at the end of each Contract year and Penalties if any will be paid on annual basis. It is agreed between the parties that if in any Contract year, the Power Generator is unable to meet the Guaranteed Generation, then for the subsequent year, Power Consumer shall make available additional space for installation of additional modules. In case, the Power Consumer fails to make such additional space available to Power Generator, Power Generator would be held free from its obligation to meet the Guaranteed Generation in subsequent years. If space is available then Power Consumer will provide the same. However, if the space near the existing set up is not available then Power Generator should upgrade their system to provide the Guaranteed Generation in the same space.

Grid tariff referred as normal power tariff during day time.

The Power Consumer's daily power consumption is much higher than the expected generation from the Solar Plants. Power Consumer shall ensure that the power generated from the Solar Plants are used in priority basis.

4.3

Deemed Generation

In case of levy of charges, surcharges etc. by Govt. of Haryana on such transaction, requiring an equity investment by the Power Consumer, then the same along with suitable investment structure shall be mutually discussed and agreed by parties. The Power Consumer will have liberty to exercise buy-out plan at a price mentioned in Schedule E.

4.4 Joint Meter Reading Monthly Meter Reading

To the extent of technical possibility, the Main Meter and the Check Meter will be of ABT Type with 0.2S Class of Accuracy. "Secure" Brand of Meters is highly desired.

For every calendar month, joint meter reading of main meter and the check meter at ACDB of SPV plant, shall be conducted on 1st working day of every calendar month @ 11:00 AM, in the presence of representatives of both the Parties. If the first day of the month is a public holiday or Sunday, then in such cases the joint meter reading shall be conducted on the immediate next day. However, in such cases, the Power Generator shall inform the other party in advance. The format for monthly joint meter reading is attached as Schedule J. The 15-minute interval time series data from 00.00 to 24.00 Hrs. shall be made available by the Power Generator to the Power Consumer.

For the calculation of meter reading, 15 days per annum of holidays (Government Holidays & Unscheduled Stoppages) shall be excluded for all purposes. Further, meter reading shall be done on the basis of use of ABT meter instead of normal meters.

4.5 Meter Inspection & Sealing

The Energy Meters shall be jointly inspected and sealed by the Power Generator in the presence of the representatives of the Power Consumer and shall not be opened, calibrated or tested except in the presence of the representatives of both the Parties. In each case, seal details of old and new seals installed at the meter box to be mentioned on the joint meter reading format or meter testing report.

4.6 Energy Recording

Difference in energy measurement between main meter and check meters:

At the time of taking monthly joint meter reading, if the electricity consumption reading of the main meter differs from the readings of the corresponding check meter by more than $\pm 5\%$ (the "Range"), in such case, the main meter shall be tested first as per ISI guidelines and if on such testing, the main meter error is found to exceed specific limits prescribed in the standards, then the main meter shall be re-calibrated or replaced by correct meter within next seven (7) working days from the date of testing. If the main meter is found to be correct, then the check meter shall be tested and re-calibrated or replaced by correct meter within next seven (7) working days from the date of testing. The charges for the meter testing/calibration / replacement shall be borne by the Power Generator.

4.7 Billing in Case of Faulty Meter

In the event of variation exceeding the Range, the billing should be done based on the correct meter (main or check). The joint meter reading should be taken after such re-calibration/testing.

4.8 Annual Meter Testing

All meters shall be checked/tested for accuracy on a yearly basis in presence of both the parties and shall be tested as working satisfactorily so long as the errors are within the Range. Energy consumption recorded in the main meter will form the basis of billing, so long as the yearly checks show that errors if any are within the Range. If the check or main meter is found defective during the annual checking, the error will be rectified and it shall be immediately replaced at the cost of the Power Generator.

4.9 Calibration Procedure

- 4.9.1 All meters shall be calibrated on an annual basis and the cost for the calibration shall be borne by the Power Generator. Meter readings shall be taken after the completion of calibration procedure in the presence of authorized representatives of both the Parties. Metering system, calibration procedure and the procedure of taking meter readings could be modified from time to time as may be decided by both the Parties with mutual understanding.
- 4.9.2 The main metering system at the Point of Delivery shall in terms of its technical standards, description, accuracy, calibration, comply fully with the requirements of the relevant standards under the Applicable Law and shall be regularly tested as per the government regulation. This will consist of main meter and a check meter.
- 4.9.3 The main metering system shall be installed, maintained and owned by the Power Generator. It shall be installed at a place accessible to the meter readers of both the Parties. The Power Consumer shall have full access to the main metering system, and to any data generated thereby. It is agreed that the main meter will be installed and maintained at the Point of Delivery.
- 4.9.4 The Power Consumer may install an additional meter, at its own cost, to verify the measurements of the main metering system.
- 4.9.5 The risk and title to the electricity supplied by the Power Generator shall pass to the Power Consumer at the Point of Delivery.

4.10 Uptime Guarantee

- 4.10.1 During the Operations Period, the Power Generator shall maintain a minimum Plant Availability in accordance with Schedule F ("**Guaranteed Uptime**").
- 4.10.2 The Guaranteed Uptime will be calculated on an annual basis for the group of panels connected to one metering point and likewise corresponding to all the metering points, with the first year beginning on the Commercial Operation Date, and each subsequent year being

on the anniversary of the Commercial Operation Date ("**Uptime Measurement Period**").

- 4.10.3 For the purposes of measuring the Guaranteed Uptime, the system will be considered up for a given day if the main meter shows generation of electricity from the Plant on that day corresponding to the irradiation & the performance ratio.
- 4.10.4 In the event the Guaranteed Uptime (measured annually) is not met during a given Uptime Measurement Period, the Power Generator shall have an opportunity to rectify the situation in the subsequent fifteen days (15) ("**Rectification Period**"). If the Guaranteed Uptime is achieved during that Rectification Period, then the Guaranteed Uptime shall be considered to have been met. If the Guaranteed Uptime is not achieved during that Rectification Period, then the Power Generator shall pay damages as provided in Schedule F.

5. DAMAGE TO THE PLANT

5.1 Damage by Power Consumer

In the event that the Plant is damaged by any sabotage, negligence or omission by the Power Consumer, or any of its employees, agents, contractors or affiliates, the Power Consumer:

- 5.1.1 Shall be responsible for any cost of repairing or replacing any component of the Plant and rectifying the damage.
- 5.1.2 Shall continue to be billed as per Deemed Generation until the Plant is restored to full capacity, and the Power Consumer shall be responsible for the payment of these bills.
- 5.1.3 Shall pay for the Environmental Attributes linked with the Deemed Generation and Tax Incentives.

Provided, Power Generator ensures to incorporate / provide all the protective measures to the solar plant against any faults, defects or damage related to electrical hazards.

Damage by Power Generator

In the event that the Plant is damaged by any act, negligence or omission by the Power Generator, or any of its employees, contractors or affiliates, the Power Generator:

- 5.2.1 Shall be responsible for the cost of repairing the Plant or replacing the component of the Plant.
- 5.2.2 Shall not bill the Power Consumer for any Deemed Generation. If such Deemed Generation is billed to the Power Consumer, the Power Consumer shall not be obliged to pay the amount to the Power Generator. Penalty to Power Generator to continue as per the Guaranteed Generation clause.

6. PRICING AND PAYMENT SCHEDULE

6.1 Pricing

The Power Consumer shall pay the Power Generator for the electricity produced by the Plant at the Tariff as specified in Annexure C and shall be exclusive of all Regulatory Charges that are or may become applicable during the subsistence of this Agreement. Such Regulatory Charges shall be governed in accordance with provisions of Clause 11.1.2 herein below.

6.2 Billing

The Power Consumer shall pay for the electricity produced by the Plant and Deemed Generation monthly in arrears. Promptly after the end of each calendar month, the Power Generator shall provide the Power Consumer with an invoice setting forth the quantity of electricity produced by the Plant and the Deemed Generation, adjusted for any Tax Incentives in such month, the applicable rates for such, and the total amount due, which shall be the product of the quantities and the applicable rates. Sample bill format is attached as Schedule L.

Environmental attributes, if received by the Power Consumer due to the solar installation at its premises, the Power Consumer will not transfer the same to the Power Generator and vice versa. Presently the Power Generator is not receiving any incentives/attributes for the solar installation.

6.3 Invoice

The Power Generator shall prepare invoice for a Billing Period ("**Invoice**") in respect of the Delivered Energy and Deemed Generation (if any), and any other amounts as may be chargeable under or pursuant to this Agreement. Invoices shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; (iv) transmitted by facsimile (such transmission to be effective on the day of receipt if received prior to 5:00 pm local time on a Business Day or in any other case as of the next Business Day following the day of transmittal); or, (v) transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement), addressed as follows: Regd. Office & Works. The original hard copies of the invoices should be delivered as per statutory audit requirement of the Power Consumer.

6.4 Payment

The Power Consumer shall pay each invoice within **fifteen (15)** working days of receipt of the invoice ("**Due Date**"). Payments shall be made by electronic funds transfer to an account designated by the Power Generator in the invoice or in a written notice delivered to the Power Consumer. Any amount not paid when due, including any amounts properly disputed and later determined to be owing, shall accrue interest on the unpaid amount, for the period after fifteen (15)

6.5 Disputed Invoices

- ## 7. POWER BACK-UP

Except as otherwise provided herein, throughout the Term, the Power Consumer shall be responsible for obtaining all of its requirements for electricity in excess of the amounts produced by the Plant and pay for such service pursuant to contracts with applicable tariffs of the Local Electric Utility or other electricity service provider. The Power Generator shall have no obligation to obtain or pay for such supplemental or back-up electricity.

7.2 Interconnection

The Power Generator shall be responsible for arranging the interconnection of the Plant with Power Consumer's Site at the Point of Delivery.

7.3 **Entitlement to Tax Incentives**

The Power Generator (and/or its assignee as may be identified and appointed at its sole discretion) shall be entitled to any Tax Incentives that may arise as a result of the operation of the Plant and shall be entitled to transfer the ownership of the Plant or construct the Plant for such Financing Party who is able to utilize such Tax Incentives. The Power Consumer shall provide reasonable assistance to the Power Generator in preparing all documents necessary for the Power Generator to receive such Tax Incentives. Any benefit/ rebate in its electricity bill that Power Consumer is entitled to getting from the local utility/ SEB/ Discom because of the installation of Solar PV plant in its facility stays with Power Consumer.

Any tax incentive (current or future) to which the Power Generator is entitled to as the asset owner stay with the Power Generator. Currently there are no such tax incentives that are applicable to **Boond Power Private Limited** as a Power Generator. In case in the future the Power Generator becomes entitled to any tax incentives the benefits of that stay with the Power Generator.

7.4 **Environmental Attributes**

The Power Generator (and/or its assignee as may be identified and appointed at its sole discretion) shall be the owner of any Environmental Attributes (RECs/ RPOs/ Carbon Credits) which may arise as a result of the operation of the Plant and shall be entitled to transfer such Environmental Attributes. The Power Consumer shall provide reasonable assistance to the Power Generator in preparing all documents necessary for the Power Generator to receive such Environmental Attributes, and if the Power Consumer is deemed to be the owner of any such Environmental Attributes, the Power Consumer shall not assign the same (or the proceeds thereof) to the Power Generator. If the Power Consumer receives any payments in respect of such Environmental Attributes, Power Consumer will not transfer such benefits to the Power Generator.

Only the RECs/RPO, carbon credits, (if any) received by the Power Generator on account of the solar installation installed under this Agreement needs to be handed over and transferred to Power Consumer. But as on date the Power Generator is not receiving/earning any RECs/RPO on account of the solar installation.

Capacity & Ancillary Services

The Power Generator shall be entitled to receive any payments for electricity capacity or ancillary services that may become available as a result of the construction or operation of the Plant. The Power Consumer shall provide reasonable assistance to the Power

Generator in preparing all documents necessary for the Power Generator to receive such payments. If the Power Consumer is deemed to be the owner of such capacity or services, then the Power Consumer shall assign the same to the Power Generator. If the Power Consumer receives any payments in respect of capacity or such services it shall promptly pay them over to the Power Generator.

7.6 **No Resale of Electricity**

The electricity purchased by the Power Consumer from the Power Generator under this Agreement shall not be resold, assigned or otherwise transferred to any other person without prior approval of the Power Generator, which approval shall not be unreasonably withheld, and the Power Consumer shall not take any action which would cause the Power Consumer or the Power Generator to become a utility or public service company.

7.7 **Power Generator is not a Utility**

Neither Party shall assert that the Power Generator is an electricity utility or Public Service Company or similar entity that has a duty to provide service, is subject to rate regulation, or is otherwise subject to regulation by any governmental authority as a result of the Power Generator's obligations or performance under this Agreement.

8. **TITLE, LIENS, MORTGAGES**

8.1 **Plant Ownership**

8.1.1 The Power Generator or its assignee shall be the legal and beneficial owner of the Plant at all times. The Plant is a movable and personal property of the Power Generator or the Financing Party or their assignee, as the case may be, and shall not attach to or be deemed a part of, or fixture to, the Site.

8.1.2 The Power Consumer covenants that it will place all persons having an interest in or lien upon the real property comprising the Premises, on notice of the ownership of the Plant and the legal status or classification of the Plant as movable and personal property of the Power Generator or its assignee, as the case may be. The Power Consumer shall make all the necessary filings to disclaim the Plant as a fixture of its respective Premises and Site with the appropriate authorities to place all interested parties on notice of the ownership of the Plant by the Power Generator or its assignee, as the case may be.

8.2 **Liens**

8.2.1 To the extent permitted by Applicable Law, each Party shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, security interest, encumbrance or claim of any nature, including claims by governmental authorities for taxes (collectively referred to as "Liens" and each, individually, a "Lien") on or with respect to the interests of the other in the Site, the

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Premises, and the Plant, and in the access rights granted hereunder. It is expressly agreed between the Parties that nothing contained under this Agreement grants any right, title or interest to the Premises and the Site of the Power Consumer. It is expressly clarified that nothing contained under this Agreement shall prevent the Power Consumer from mortgaging, pledging, creating a lien, charge, security interest, encumbrance on the Premises (excluding the Plant) and the Power Generator save and except its interest in the Plant has no right to raise any objections to the same.

- 8.2.2 Each Party shall promptly notify the other of the imposition of a Lien on the property interests of the other Party and shall promptly discharge such lien.

8.3 **Avoidance of Interference**

The Power Consumer shall pay for and obtain all consents required for it to enter into and perform its obligations under this Agreement from its lenders, landlord, tenants, and any other persons with interests in the Site. The consent and approvals are to be obtained prior to commencement of construction of the Plant. If there is any charge against the Premises which could reasonably be construed as prospectively attaching to the Plant, the Power Consumer shall promptly provide an acknowledgement and consent from such lienholder, in form and substance reasonably acceptable to the Power Generator, stating that the ownership of the property in goods over the Plant remains in the Power Generator and further acknowledging that the Plant is personal property of the Power Generator and agreeing not to disturb the rights of Power Generator in the Plant and under this Agreement. Such acknowledgment and consents, or acceptable notices thereof, shall be recorded, at the Power Consumer's expense, with the appropriate authority. The Power Consumer may in the future mortgage, pledge, and grant security interests in all or a portion of the Site and the improvements thereon, provided the mortgagee or other grantee of the encumbrance acknowledges this Agreement, the Plant, the access rights granted hereunder, and the priority of Power Generator's rights in the Plant and the access rights. Any breach of this Clause 8 shall be treated as Power Consumer's Event of Default.

9. **DECOMMISSIONING**

- 9.1 The Power Generator, at its expense, shall promptly decommission and remove the Plant following the expiration of the Operations Period or earlier termination.
- 9.2 The Power Generator shall not be obligated, however, to remove any support structures for the Plant which are affixed to Power Consumer's structures or any below grade structures, including foundations and conduits.
- 9.3 The Power Consumer grants the Power Generator and its representative's reasonable vehicular and pedestrian access, subject to the Power Generator following the guidelines as mentioned in

Schedule H, across the Site to the Premises for purposes of decommissioning the Plant. In exercising such access and performing the decommissioning, the Power Generator shall reasonably attempt to minimize any disruption to activities occurring on the Site.

- 9.4 The Power Consumer will provide the Power Generator adequate storage space on the Site convenient to the Premises for materials and tools used during decommissioning.
- 9.5 The Power Generator shall be responsible for providing shelter and security for stored items during de-commissioning and removal.
- 9.6 The Power Consumer further agrees that its normal security measures, practices, and policies which apply to its own Premises shall also apply to the Plant.
- 9.7 The Power Generator shall be liable to reimburse costs for any damages caused to the structure or to any part of the Premises or Site whilst removing the Plant within a period of fourteen (14) days from the date of such claim being lodged with the Power Generator by the Power Consumer. The maximum liability for such damage shall not exceed INR 25.00 Lacs.

10. SHUTDOWNS, RELOCATION, CLOSURE OR SALE OF SITE

10.1 Power Consumer Requested Shutdown

10.1.1 The Power Consumer, from time to time, may request the Power Generator to temporarily stop operation of the Plant for carrying out the maintenance activities on its Plant Electrical System for a period no longer than seven (7) days in a year, such request to be reasonably related to the Power Consumer's activities in maintaining and improving the Site.

10.1.2 During any such shutdown period (but not including periods of Force Majeure Event), the Power Consumer will not pay the Power Generator for the Deemed Generation, the revenues that the Power Generator would have received with respect to the Plant under the applicable Solar Program and any other assistance program with respect to electricity that would have been produced during the period of the shutdown; and revenues from Environmental Attributes and Tax Incentives that the Power Generator would have received with respect to the Deemed Generation during the period of the shutdown. However, during such period, Power Consumer shall put maximum efforts to export Generated Power to Discom through Net Metering System.

10.1.3 The Power Consumer shall allow the Power Generator time period of up to 8 hours monthly for routine cleaning/maintenance of the electrical panels that interface with the solar system. During such period of 8 hours / month, no Deemed Generation will be charged by the Power Generator.

10.2 Power Generator Safety Shutdown

In addition to the right of the Power Consumer to shut down the Plant for maintenance as provided in Clause 10.1, the Power Generator may shutdown the Plant if the Power Generator, in the exercise of reasonable judgment, believes that the Site conditions or activities of persons on the Site, which are not under the control of the Power Generator, whether or not under the control of the Power Consumer, may interfere with the safe operation of the Plant save and except Force Majeure Event conditions for which the Power Consumer shall not be responsible to the Power Generator under this Clause. The Power Generator shall give the Power Consumer notice of a shutdown immediately upon becoming aware of the potential for such conditions or activities. The Power Generator and the Power Consumer shall cooperate and coordinate their respective efforts to restore the Site conditions so as to not interfere with the safe operation of the Plant and to reduce, to the greatest extent practicable, the duration of the shutdown. In the event of such a shutdown, the Power Consumer shall pay the Power Generator for the Deemed Generation and pay for Environmental Attributes and Tax Incentives linked with the Deemed Generation during the period of the shutdown, except that Power Consumer shall not be required to pay such amounts relative to any time period prior to the Power Generator's notice of the shutdown or during any Force Majeure Event. If a shutdown pursuant to this Clause continues for ninety (90) days or longer, then the Power Generator may terminate this Agreement.

10.3 Plant Relocation

- 10.3.1 If the Plant needs to be temporarily moved or its generation suspended during Site repairs, either at the request of the Power Consumer or due to acts of negligence or omission of the Power Consumer or its employees, agents or contractors, then the Power Consumer will be responsible for (i) any costs arising from moving or disassembling the Plant, (ii) pay for the Deemed Generation during the relocation period of the Plant, (iii) revenues that the Power Generator would have received with respect to the Plant under the any Solar Program and any other assistance program with respect to the Deemed Generation, and (iv) pay for Environmental Attributes linked with the Deemed Generation and Tax Incentives. But there should be an agreed relocation plan and the Power Generator need to adhere the plan and the above cost implication will be valid for only that time period. Similarly, if the Plant needs to be temporarily moved or its generation suspended for reasons attributable to the Power Generator or due to acts of negligence or omission of the Power Generator or its employees, agents or contractors, then in such an event the Power Consumer shall not be responsible for any costs arising from moving or disassembling the Plant and all such costs shall solely be borne by the Power Generator. However, there should be an agreed time line for relocation/rectification and needs to be adhered. It is however clarified that the Power Generator shall be responsible for the penalty on account of not meeting the Guaranteed Generation.

10.3.2 Suspension of Generation

- (i) Any interruption in generation of electricity during such relocation as described hereinabove in Clause 10.3.1 save and except where such interruption is solely attributable to the Power Generator, the Power Consumer will continue to be billed as provided in Clause 10.3.1, during the period of interruption.
- (ii) Where the Plant is to be temporarily moved, on account of any acts of negligence or omission of the Power Generator or its employees, agents or contractors, then the cost for relocation / disassembling shall be to the account of the Power Generator and all other compensation to the Power Consumer shall be on the basis of the Guaranteed Uptime.

During the Relocation Event, except in the circumstances envisaged under Clause 10.3.2 (ii) above, the Power Consumer shall pay the Power Generator compensation as provided in Clause 10.3.1.

10.4 Premises Shutdown

In the event the Premises are closed as a result of an event that is not:

- a. Force Majeure Event; or,
- b. caused by or related to any unexcused action or inaction of Power Generator, save and except the above circumstances, the Power Consumer shall pay the Power Generator as provided in Clause 10.3.1.

If a shutdown pursuant to this Clause continues for one hundred and eighty (180) days or longer, then this shall be treated as Power Consumer's Event of Default.

10.5 Sale of Site

10.5.1 The Parties hereby confirm that they are entering into the Agreement in good faith and have no current plans or discussion of plans of ceasing business operations.

10.5.2 In the event, the Power Consumer transfers (by sale, lease, or otherwise) all or a portion of its interest in the Site, the Power Consumer shall remain primarily liable to the Power Generator for the performance of the obligations of the Power Consumer hereunder notwithstanding such transfer. In case the Power Generator refuses to continue the PPA with the Project Transferee (whom the Power Consumer transfers the Site/ Premises), the Power Consumer shall be liable to buy back the Plant.

10.5.3 However, if no Power Consumer Event of Default has occurred and the transferee is acceptable to the Power Generator in their sole discretion and the transferee has executed agreements assuming this Agreement in form and substance satisfactory to the Power Generator in their sole discretion, then the Power Consumer shall be released from further obligations under this Agreement.

11. TAXES

11.1 **Income Tax**

11.1.1 The Power Generator shall be responsible for any and all income taxes associated with payments from the Power Consumer to the Power Generator for the electricity from the Plant. The Power Generator, as owner of the Plant, shall be entitled to all Tax Incentives with respect to the Plant notwithstanding any Change in Law during the Term.

11.1.2 **Taxes/Value Added Taxes/Service Tax/ GST/Government Cess**

The Power Consumer shall be responsible for all taxes, fees, and charges, including, use and service taxes, electricity duty, imposed or authorized by any Governmental Authority on the Power Consumer. The Power Consumer shall pay all electricity duty, meter rent and demand charges only on charges assessed directly against it.

The Power Sale Rate is defined in Annexure C. The Power Generator is responsible for any Government Cess and any Government Tax imposed on Generator during the Operation Period.

The Power Generator will be responsible for its own taxes imposed on construction, development and operation of the Plant.

In the event of increase/decrease of taxes in relation to generation and transmission of electricity from the Plant, the Parties shall determine the tariff for the electricity generated from the Plant in accordance with Clause 18.2.

11.2 **Property Taxes**

The Power Consumer shall be responsible for all ad valorem personal property or real property taxes levied against the Site, improvements there to and personal property located thereon, except that Power Generator shall be responsible for such tax obligations, if any, as may be levied against the Plant at the Site. If Power Consumer is assessed any taxes related to the existence of the Plant on the Premises, the Power Consumer shall immediately notify the Power Generator. The Power Consumer and the Power Generator shall cooperate in contesting any such assessment; provided, however, that the Power Consumer shall pay such taxes to avoid any penalties or interest on such Taxes, subject to reimbursement by the Power Generator. If after resolution of the matter, such tax is imposed upon the Power Consumer related to the improvement of real property by the existence of the Plant on the Site, the Power Generator shall reimburse the Power Consumer for such tax.

11.3 **Tax Contests**

Each Party has the right to contest taxes in accordance with Applicable Law and the terms of encumbrances against the Site. Each Party shall use all reasonable efforts to cooperate with the other in any such contests of tax assessments or payments. In no event shall either Party postpone during the pendency of an appeal of a tax

assessment the payment of taxes otherwise due except to the extent such postponement in payment has been bonded or otherwise secured in accordance with Applicable Law.

12. INSURANCE

12.1 Coverage

The Power Generator shall insure its Solar Plant and the Power Consumer shall insure its own plant and property in which the Solar Plant is installed. Each shall maintain the insurance coverage in full force and effect throughout the Term.

12.2 Insurance Certificates

Each Party shall furnish current certificates indicating that the insurance required is being maintained. The Power Generator shall be responsible for insurance of the Solar Plant including fire insurance and its staff & personnel deputed at site and the Power Consumer shall be responsible for insurance of his Plant and Premises. The Power Generator shall also take appropriate insurance policy at its sole cost and expense towards covering its personnel who are deployed at the Power Consumer's Premises for the purposes under this Agreement against death, injury or bodily harm. Each Party's insurance policy provided hereunder shall contain a provision whereby the insurer agrees to give the other Party thirty (30) days written notice before the insurance is cancelled or materially altered.

13. COOPERATION; SOLAR ACCESS; FUTURE IMPROVEMENTS

13.1 Cooperation

The Parties acknowledge that the performance of each Party's obligations under this Agreement will frequently require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations here under.

13.2 Unrestricted Solar Access

The Power Consumer, or any lessee, grantee or licensee of the Power Consumer, shall not erect any structures on, or make any modifications to, or plantings on, the Site which will interfere with the construction, operation or maintenance of, or solar access of, the Plant. Provided however subject to the above, that nothing contained under this Agreement shall prevent or restrict the Power Consumer from carrying out such works in the Premises which is in the commercial / social / socio-economical interest of the Power Consumer.

For Boond Power Private Limited

Authorised Signatory

for Rice Janta Wheels Limited
Authorised Signatory

14. CONFIDENTIALITY

14.1 Limits on Disclosure of Confidential Information Subject to the Exceptions Set Forth below in Clause.

Each Party agrees that:

14.1.1 Without the consent of the other Party, it shall not disclose any Confidential Information received from the other Party to any other person; and,

14.1.2 It shall use any Confidential Information received from the other Party only for the purpose of fulfilling its obligations under this Agreement.

14.2 Permissible Disclosures

14.2.1 Notwithstanding the foregoing, the Parties may, and shall, disclose any information required to be disclosed under rules, regulations and contracts implementing the Applicable Solar Program or Tax Incentives required to be disclosed by any Governmental Authority under Applicable Law or pursuant to a validly issued summonses or required filing.

14.2.2 Power Generator may provide this Agreement, and any correspondence, notices and other information related to this Agreement to any person who has provided or who is interested in providing permanent financing, or any refinancing thereof, to Power Generator in connection with the Plant. In addition, if a receiving Party is required by Applicable Law to disclose any Confidential Information provided by the disclosing Party, the receiving Party may make disclosure as required by law, but the receiving Party shall prior to making any disclosure notify the disclosing Party of the requested disclosure and shall use its reasonable efforts to cooperate with the disclosing Party, but at the expense of the disclosing Party, in any efforts by the disclosing Party to minimize the extent of the Confidential Information disclosed and the persons to whom disclosed.

14.3 Enforcement of Confidentiality Provisions

Each Party acknowledges that it may be impossible to measure the damages which may result from a breach of this Clause and agrees that the provisions of this Clause may be required to be specifically performed and each Party shall have the right to obtain preliminary and permanent injunctive relief to secure specific performance of the terms of this Clause. The provisions of this Clause shall not survive after the effective date of any termination under this Agreement.

15. INDEMNIFICATION

15.1 Power Generator Indemnification

15.1.1 The Power Generator shall indemnify, defend and hold Power Consumer and its directors, officers, employees, agents, and invitees

("Power Consumer's Indemnified Parties"), harmless from and against all Losses incurred by the Power Consumer Indemnified Parties to the extent arising from or out of the following:

any claim for or arising out of any injury to or death of any Person or loss or damage to property to the extent arising out of Power Generator's (or its contractor's, contractor's sub-contractors, independent agents) negligence or willful misconduct; Power Generator's, contractors, sub-contractors, independent agents' violation of Applicable Law; or any failure to properly handle or dispose of any Hazardous Materials brought onto the Site by Power Generator contractors, sub-contractors, independent agents or by any of Power Generator's employees, agents, volunteers, and invitees.

15.1.2 Such duty to indemnify with respect to any injuries to persons or damage to property arising from the generation of electricity from the Plant shall not extend to incidents occurring on the Power Consumer's side of the Point of Delivery except to the extent caused by incidents on the Power Generator's side of the Point of Delivery.

15.1.3 Such duty to indemnify shall not apply to any action or claim, whether in tort (including negligence and strict liability), contract or otherwise for any loss, injury, or costs resulting from interruptions in service. Power Generator shall not be obligated to indemnify Power Consumer or any Power Consumer Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Power Consumer or any Power Consumer Indemnified Party.

All claims raised by the Power Consumer under this Clause shall be settled by the Power Generator within a period of fifteen (15) days from the date of raising such claim by the Power Consumer failing which the Power Generator shall be liable for penalty.

15.2 Power Consumer Indemnification

15.2.1 Power Consumer shall indemnify, defend and hold Power Generator, its contractors, subcontractors, shareholders, directors, officers, employees, agents, and invitees, ("**Power Generator's Indemnified Parties**"), harmless from and against all Losses incurred by the Power Generator's Indemnified Parties to the extent arising from or out of any of the following:

any claim for or injury to or death of any Person or loss or damage to property to the extent arising out of the negligence or willful misconduct of any of Power Consumer's Indemnified Parties; Power Consumer's Indemnified Parties violation of Applicable Law; or the presence, removal or remediation of any Hazardous Materials on the Site (other than any Hazardous Materials brought on to the Site by Power Generator's Indemnified Parties).

Power Consumer shall not be obligated to indemnify Power Generator or any Power Generator Indemnified Parties for any Loss to the extent such Loss is due to the negligence or willful misconduct of Power Generator or any Power Generator Indemnified Party.

For Boond Power Private Limited

Authorised Signatory

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All claims raised by the Power Generator under this Clause shall be settled by the Power Consumer within a period of fifteen (15) days from the date of raising such claim by the Power Generator failing which the Power Consumer shall be liable for penalty.

15.2.2 **Survival of Indemnification**

The obligations of indemnification as specified above shall survive termination of this Agreement to both of the Parties as applicable.

16. **REPRESENTATIONS AND WARRANTIES**

16.1 **Mutual Representations:** Each Party hereby represents and warrants to the other, as of date hereof, that:

16.1.1 **Organization:** It is duly organized, incorporated, and in good standing with limited liability and validly existing under the laws of India, of its state of incorporation and of the state in which the Premises are located, respectively, and has the power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder.

16.1.2 **Applicable Laws:** It has obtained all relevant licenses, approvals, authorizations, no-objections; consents from statutory authorities under applicable laws related to its obligations under this Agreement and shall keep all such licenses, approvals, authorizations, no-objections, consents valid and subsisting during the term of the Agreement.

16.1.3 **No Conflict:** The execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under its organizational documents; Any agreement or other obligation by which it is bound; any law or Regulation Enforceability. All actions required to be taken by or on the part of such Party necessary to make this Agreement effective have been duly and validly taken.

16.1.4 This Agreement has been duly and validly authorized, executed and delivered on behalf of each Party; and this Agreement constitutes legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to laws of bankruptcy, insolvency, reorganization, moratorium or other similar laws.

16.1.5 **No Material Litigation:** There are no court orders, actions, suits or proceedings at law or in equity by or before any governmental authority, arbitral tribunal or other body, or threatened against or affecting it or brought or asserted by it in any court or before any arbitrator of any kind or before or by any governmental authority that could reasonably be expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement, or the validity or enforceability of this Agreement.

16.1.6 That they perform their obligations hereunder in accordance with all

applicable anti-corruption laws and regulations,

- 16.1.7 That they will not give, offer or pay (either directly or through a third party) any monies or provide an advantage to any third party, which would cause Power Generator or Power Consumer to be in violation of any applicable anti-corruption laws,

16.2 Power Consumer Representations

In addition to the representations and warranties in Clause above, the Power Consumer hereby represents and warrants to Power Generator, as of date hereof, that:

- 16.2.1 **Electricity Usage:** Power Consumer has provided to Power Generator complete and correct records of its electricity usage at the Site for the preceding two (2) years prior to the Effective Date.

- 16.2.2 **Condition of Premises:** Power Consumer has provided to Power Generator Power Consumer's complete and correct records of the physical condition of the Premises. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Plant is to be installed, are materially different from the information presented by Power Consumer, then the rates payable by Power Consumer hereunder shall be adjusted to compensate Power Generator for the cost of design and construction changes and delays incurred to adapt the Plant to the new conditions. If such adjustment is not practicable, Power Generator shall have all its other rights under this Agreement. Power Consumer further agrees not to undertake any sort of construction activity which may affect the functioning of the solar installation, on the Premises during the subsistence of this Agreement. Any such construction activity on the part of the Power Consumer would require a prior written approval from the Power Generator. In case of any construction activity undertaken by the Power Consumer on the Premises prior to seeking a written approval, then it will be treated as Power Consumer's Event of Default. However, the Power Generator has surveyed the site and carried out detailed technical studies regarding site conditions, electrical, civil, mechanical infrastructure to formulate the proposal, including the scope of supply and battery limit which has been accepted by the Power Consumer and mutually signed off by both Parties, and tariff calculated thereafter. The Power Generator shall not charge Power Consumer for any additional material or installation related costs as long as there is no change in location or scope of work by the Power Consumer. Any change in scope of battery limit which results in a material cost increase for the Power Generator will be mutually discussed and agreed by the parties.

- 16.2.3 **Financial Information:** The financial statements for Ribbe Jirra Power Consumer has provided to the Power Generator present fairly in all material respects the financial condition and results of operations of the Power Consumer.

17. FORCE MAJEURE

17.1 Definitions

In this Article 17, the following terms shall have the following meanings:

- a) "Affected Party" means the Buyer or the Seller whose performance has been affected by a Force Majeure Event.
- b) "Force Majeure Event" means any circumstance, event or condition (or combination thereof) beyond the reasonable control, directly or indirectly, of the Affected Party but only to the extent that:
- c) such circumstance, event or condition, despite the exercise of diligence, cannot be Prevented, avoided or overcome by the Affected Party;
 - i) such circumstance, event or condition prevents the performance by the Affected Party of any or all of its obligations under or pursuant to this Agreement (save for payment obligations);
 - ii) the Affected Party has taken all reasonable precautions, due care and measures to prevent or avoid the effect of such circumstance, event or condition on its ability to perform its obligations under this Agreement;
 - iii) such circumstance, event or condition is not the direct or indirect result of a breach or failure by the Affected Party to perform any of its obligations under this Agreement or any other Project Agreement;
 - iv) such circumstance, event or condition is without fault or negligence of the Affected Party; and.
 - v) the Affected Party has given the other Party notice in accordance with Article 17.2,

And includes all General Risk Events and Seller Risk Events which satisfy the conditions (i) to (v) specified above.

- d) "General Risk Event" means any of the following events affecting the Parties:
 - i) Act of God, including, but not limited to lightning, drought, fire and explosion, earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, or exceptionally adverse weather conditions;
 - ii) Nationalization or compulsory acquisition by any Indian Governmental Instrumentality of any material assets or rights of the Seller.
 - iii) The unlawful, unreasonable or discriminatory revocation of, or refusal to renew, any Consent required by the Parties or any of their contractors to perform their obligations or any unlawful, unreasonable or discriminatory refusal to grant

any other Consent required for the development/ operation of the Solar Project or the Premises (as relevant);

- iv) 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; and,
 - v) Radioactive contamination or ionizing radiation originating from a source in India excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Premises by the Affected Party or those employed or engaged by the Affected Party.
- e) "Seller Risk Event" means any of the following events affecting the Seller:
- i) in the event, breakage of facilities, plant or equipment, structural collapse or a chemical or radiation contamination;
 - ii) strikes, lock-outs, work-to-rule actions, sabotage, go-slows or similar industrial disputes at the Solar Project;
 - iii) shut down or breakdown or repair of the Solar Project;
 - iv) any full or partial unscheduled outage, and any emergency at the Solar Project;
 - v) any other unlawful, unreasonable or discriminatory action on the part of an Indian Government Instrumentality which is directed against the Solar Project;
 - vi) any law, ordinance or order of the Indian Governmental Instrumentality, or any direction of a statutory regulatory authority that restricts performance of its obligations;
 - vii) any delay or direction or order on the part of the Indian Governmental Instrumentality or denial or refusal to grant or renew, or any revocation, or modification of any required permit;
 - viii) any event affecting a contractor of the Seller which, if such event had affected a Party under this Agreement, would have been considered a Force Majeure Event; or
 - ix) any other event or circumstance of a nature analogous to any of the foregoing.

17.2 Notification of Force Majeure Event

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The Affected Party shall give notice to the other Party of a Force Majeure Event as soon as reasonably practicable, but not later than fifteen (15) Business Days after the date on which such Party knew or should reasonably have known of the commencement of the Force Majeure Event. The Affected Party shall give the other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the situation.

The Affected Party shall give notice to the other Party of (i) the cessation of the relevant Force Majeure Event; and (ii) the cessation of the effects of such Force Majeure Event on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.

17.3 Duty to Perform and Mitigate

To the extent not prevented by a Force Majeure Event, the Affected Party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

17.4 Available Relief

Subject to other provisions of this Article 17:

- 17.4.1 No Party shall be in breach of its obligations pursuant to this Agreement to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event.
- 17.4.2 Each Party shall be entitled to claim relief in relation to a Force Majeure Event in regard to its obligations provided that the suspension of performance due to the Force Majeure Event shall be of no greater scope and no longer duration than is reasonably required due to the Force Majeure Event.
- 17.4.3 No breach of this Agreement or act of negligence or willful misconduct by the Affected Party occurring before the Force Majeure Event shall be excused as a result of such event.
- 17.4.4 The PPA Term and the Term of Agreement shall be extended for a period that is equivalent to the duration of any Force Majeure Event subject to Article 19.5 below.
- 17.4.5 Notwithstanding anything stated above, during any Force Majeure Event, the Buyer shall pay the Seller for the electricity generated and consumed but shall not be liable to pay as per Schedule E.

17.5 Termination on the occurrence of a Force Majeure Event

Notwithstanding any provision of this Agreement to the contrary, if any Force Majeure Event continues for a period of less than three hundred and sixty-five (365) days, then the PPA Term and the Term of Agreement shall be extended by such period equal to the number of days for which

the relevant Force Majeure Event was in existence. If any Force Majeure Event continues for a continuous period of 365 (three hundred and sixty-five) day, then the non-Affected Party shall have the right to terminate this Agreement upon at least 30 (thirty) days' written notice to the Affected Party.

18. CHANGE IN LAW

18.1 Definitions

In this Article 18, the following terms shall have the following meanings:

- i) "Change in Law" means the occurrence of any of the following events at any date, post the execution of this Agreement:
 - a) The enactment, bringing into effect, adoption, promulgation, amendment, modification or repeal, of any Law; or
 - b) A change in interpretation of any Law by a Competent Court of law, tribunal or
 - c) Indian Governmental Instrumentality provided such Court of law, tribunal or Indian Governmental Instrumentality is the final authority under law for such interpretation; or
 - d) Change in any consents, approvals or licenses available or obtained for the design, financing, engineering, procurement, construction, operation, maintenance, repair, refurbishment, development and insurance of the Solar Project, otherwise than for default of the Seller, which results in any change in any cost of or revenue from the business of selling Electricity by the Seller to the Buyer under the terms of this Agreement.
- ii) "Competent Court" means the Supreme Court or any High Court, or any Applicable Commission or any tribunal or any similar judicial or quasi-judicial body in India that has jurisdiction to adjudicate upon issues relating to the Solar Project.

18.2 Notification of Change in Law

If a Party is affected by a Change in Law and wishes to claim a Change in Law under this Article, it shall give notice to the other Party of such Change in Law as soon as reasonably practicable after becoming aware of the same or should reasonably have known of the Change in Law and such notice shall provide, among other things:

18.2.1 The Change in Law;

18.2.2 The effects on the Affected Party due to such Change in Law; and

18.2.3 The date of impact of the occurrence of the Change in Law.

18.3 Consequence of Change in Law

18.3.1 After the Parties have settled the financial impact on an affected Party arising out of any Change in Law in accordance with the procedure set out above, the Seller shall issue a supplementary invoice for the amount agreed pursuant to Article 18.2 after due discussions with the Buyer.

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The Buyer shall make payment of such supplementary invoice by 7th (seventh) day of the next calendar month.

- 18.3.2 Pursuant to the notification of the adjustment required in the Tariff as per Article 18.2, all the subsequent invoices will be issued taking into account such adjustment to the Tariff.

In the event mitigating the effects of any Change in Law requires amendments to the provisions of this Agreement, the Seller shall propose such amendments to the provisions of this Agreement.

19. DEFAULTS AND REMEDIES

- 19.1 **Power Generator's Default and Power Consumer Remedies:** The Power Generator shall be in default of this Agreement if any of the following ("**Power Generator's Events of Default**") shall occur:

- 19.1.1 **Misrepresentation:** Any representation or warranty by the Power Generator under Section 16 hereof, is incorrect or in complete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading,

- 19.1.2 **Abandonment during Construction and Installation:** After commencement of construction of the Plant, the Power Generator abandons construction or installation of the Plant for fifteen (15) days and fails to resume construction or installation within seven (7) days after receipt of notice from the Power Consumer stating that, in the Power Consumer's reasonable determination, the Power Generator has abandoned construction and installation of the Plant;

- 19.1.3 **Failure to Operate:** After the Commercial Operation Date, the Power Generator fails to operate the Plant for a period of fifteen (15) days which failure is not due to equipment failure, or damage to the Plant, act of governmental authority, act of the Power Consumer, or exercise of the Power Generator's rights under this Agreement, or otherwise excused by the provisions of Clauses relating to Force Majeure Events; and the Power Generator fails to resume operation within seven (7) days after receipt of notice from the Power Consumer stating that, in the Power Consumer's reasonable determination, the Power Generator has ceased operation of the Plant, provided, however, that the cure period shall be extended by the number of calendar days during which the Power Generator is prevented from taking curative action if the Power Generator had begun curative action and was proceeding diligently, using commercially reasonable efforts, to complete such curative action.

- 19.1.4 **Obligation Failure:** The Power Generator fails to perform any obligation hereunder (other than Clause 19.1.1 to 19.1.3), such failure is material, such failure is not excused by the provisions of Clauses relating to Force Majeure Events and is not due to act of the Power Consumer, and such failure is not cured within: (A) ten (10) days if the failure involves a failure to make payment when due or maintain required insurance; or, (B) thirty (30) days if the failure involves an obligation other than payment or the maintenance of insurance, after

receipt of notice from the Power Consumer identifying the failure.

- 19.1.5** Bankruptcy, liquidation or dissolution of the Power Generator pursuant to Applicable Law, except for the purpose of a merger, consolidation or re-organization that does not affect the ability of the resulting entity to perform all its obligations under this Agreement and provided that such resulting entity expressly assumes all such obligations.

19.2 Financing Party Opportunity to Cure; Power Consumer Remedies

Upon an Event of Default by the Power Generator as mentioned above, provided that the Power Consumer complies with its obligations under Clause 20 and the Financing Party does not cure such Power Generator Event of Default, the Power Consumer may forthwith terminate this Agreement and seek to recover damages for the Difference between prevailing Grid Tariff and Power Generator Landed Tariff multiplied by actual generation in the preceding twelve (12) months prior to such Power Generator Event of Default for the period of one year.

19.3 Power Consumer Default and Power Generator Remedies

In addition to the Power Consumer Event of Default appearing in Clause 8.3, 10.4 and 16.2.2 of the Agreement, the occurrence and continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event, shall constitute a Power Consumer's Event of Default ("**Power Consumer Event of Default**"),

- 19.3.1** Bankruptcy, liquidation or dissolution of the Power Consumer pursuant to Applicable Law, except for the purpose of a merger, consolidation or re- organization that does not affect the ability of the resulting entity to perform all its obligations under this Agreement and provided that such resulting entity expressly assumes all such obligations.

- 19.3.2** Default in payment of undisputed invoices for a continuous period of two (2) months or non-continuous period of four (4) months within a period of twelve (12) months.

- 19.3.3** Failure to perform its obligations under this Agreement

- 19.3.4** Abandonment of this Agreement by way of failure to pay under the terms of this Agreement: In case the Power Consumer fails to make payments under this Agreement for continuous period of (6) months, then the Power Generator shall be at liberty to consider this Agreement as having been terminated on account of Power Consumer's Event of Default.

In the event of termination on account of non-payment by the Power Consumer as aforesaid, the Power Consumer shall be liable to pay, immediately and without demur, the Termination Payment to the Power Generator as provided in Schedule L.

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20 FINANCING PROVISIONS

20.1 Financing Arrangements

The Power Generator may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing financing for the Plant. The Power Consumer acknowledges that Power Generator will obtain financing for the Plant from third party and that the Power Generator may either obtain term financing secured by the Plant or sell or assign the Plant to a Financing Party or may arrange other financing accommodations from one or more financial institutions and may from time-to-time refinance, or exercise purchase options under such transactions. The Power Consumer acknowledges that in connection with such transactions the Power Generator may secure Power Generator's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Plant as well as the right to supply electricity to the Power Consumer under the terms of an agreement containing provisions similar to this Agreement in relation to "**Energy Purchase Rate Schedule C**". In order to facilitate such necessary sale, conveyance, or financing, assignment with respect to any Financing Party, as applicable, the Power Consumer agrees as follows:

20.2 Consent to Collateral Assignment

The Power Consumer hereby consents to both of the sale of the Plant to a Financing Party and the collateral assignment to the Financing Party of the Power Generator's right, title and interest in and to this Agreement either in full or in part Rights of Financing Party with prior consent from power consumer on same terms and conditions of PPA.

Notwithstanding any contrary term of this Agreement, the Financing Party shall have following rights during the term of this Contract:

20.2.1 Step-In Rights

The Financing Party, as owner of the Plant, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and instead of Power Generator, any and all rights and remedies of the Power Generator under this Agreement in accordance with the terms of this Agreement. The Financing Party shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Plant;

20.2.2 Opportunity to Cure Default

The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of the Power Generator thereunder or cause to be cured any default of the Power Generator thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of the Power Generator under this Agreement or (unless the Financing

Party has succeeded to Power Generator's interests under this Agreement) to perform any act, duty or obligation of the Power Generator under this Agreement, but the Power Consumer hereby gives it the option to do so;

20.2.3 Exercise of Remedies

Upon the exercise of remedies, including any sale of the Plant by the Financing Party, whether by judicial proceeding or under any power of sale contained herein, or any conveyance from Power Generator to the Financing Party (or any assignee of the Financing Party as defined below) in lieu thereof, the Financing Party shall give notice to the Power Consumer of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement.

20.2.4 Cure of Bankruptcy Rejection

Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to the Power Generator under the Bankruptcy laws of India including the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 at the request of the Financing Party made within ninety (90) days of such termination or rejection, the Power Consumer shall enter into a new agreement with the Financing Party or its assignee having same terms and conditions as this Agreement.

20.2.5 Right to Cure

(1) Cure Period

- (a) The Power Consumer will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Power Generator default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(b) Continuation of Agreement:

If the Financing Party or its assignee (including any Consumer or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Power Generator's assets and shall, within the time periods described in Clause 20.2.5 (1) (a) above, cure all defaults under this Agreement existing as of the date of such change in title or

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control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

20.3 Financing Party a Third-Party Beneficiary

The Power Consumer agrees and acknowledges that Financing Party is a third-party beneficiary of the provisions of this Clause which is acceptable to the Power Consumer.

20.4 Consent to Assignment

The Power Consumer agrees to execute consent to assignment or acknowledgements and provide such opinions of counsel as may be reasonably requested by Power Generator and/or Financing Party in connection with such financing or sale of the Plant.

20.5 Novation of Agreement

Notwithstanding anything to the contrary contained in this Agreement, the Power Consumer agrees and acknowledges that the Power Generator shall have the right to novate this Agreement to a financing party or any other third party, by transferring all its rights and obligations under this Agreement to such financing party or third party ("New Party"), with the prior written consent of the Power Consumer. Upon Novation, the New Party shall automatically and without any further action be entitled to all the same rights and assume the same obligations of the Power generator under this Agreement, as if it were originally a party to this Agreement.

No Party shall have the right to assign or novate this Agreement to any other person, without the prior written consent of the other Party, and subject to the provisions specifically laid down for assignment or novation contained in this present Agreement.

21 DISPUTE RESOLUTION

21.1 Resolution through Mutual Discussions

If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement or out of the breach, termination or invalidity of the Agreement hereof, the Parties shall attempt to resolve through mutual discussions within fifteen (15) days.

21.2 Continuance of Performance

Notwithstanding the existence of any Dispute except for non-payment without justification, the Parties hereto shall continue to perform their respective obligations under this Agreement throughout the Term of this Agreement.

21.3 Negotiation Period

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The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement ("Dispute") within thirty (30) days after the date that a Party gives written notice of such Dispute to the other Party.

21.4 Arbitration of Disputes

21.4.1 Disputes that remain unresolved after the period of thirty (30) days will be resolved through binding arbitration. The Disputes shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Irrespective of the arbitration/dispute resolution proceedings, the Parties shall continue to perform their respective obligations under this Agreement, during the Term of the Agreement, except for non-payment without justification and / or unless the nature of the dispute is such that a Party is unable to perform its obligations without the resolution of the Dispute under the arbitration/other proceedings.

21.4.2 The arbitral tribunal shall consist of a Sole Arbitrator to be appointed upon mutual consent of the Parties. If no agreement could be reached on the appointment of the Sole Arbitrator within a reasonable period (one month of submitting the proposal), then the Parties shall resort to the remedy provided for in the Arbitration & Conciliation Act, 1996. The Arbitrators appointed to resolve the dispute shall have relevant expertise in the power sector.

21.4.3 The place of the arbitration shall be New Delhi and the language of the arbitration shall be English. Each Party shall bear its respective legal and arbitration costs.

21.4.4 The award of the arbitral tribunal shall be final and binding on the Parties and shall be enforceable in accordance with its terms. The arbitral tribunal shall state reasons for its findings and the award shall be substantiated in writing. The Parties agree to be bound by the decision thereby and to act accordingly.

21.4.5 The Parties agree that either Party may seek interim measures including injunctive relief in relation to the provisions of this Agreement or the Parties' performance of it from any court of competent jurisdiction.

21.4.6 The Parties expressly waive and forego any right to punitive, exemplary, or similar damages in connection with any Dispute and no such damages shall be awarded or provided for in any Dispute resolution proceeding under or in aid of this Article.

21.4.7 Pending the resolution of disputes, each Party to this Agreement shall continue to be bound by its obligations as stated under this Agreement.

21.5 Survival of Arbitration Provisions

The provisions of this Clause 22 shall survive any termination of this Agreement for any reason whatsoever and shall apply (except as

provided herein) to any disputes arising out of this Agreement.

22 NOTICES

22.1 Delivery of Notices

All notices or other communications which may be or are required to be given by any party to any other party pursuant to this Agreement shall be in writing and shall be either:

22.1.1 delivered by hand;

22.1.2 mailed by first-class, registered or certified mail, return receipt requested, postage prepaid;

22.1.3 delivered by a recognized overnight or personal delivery service;

22.1.4 transmitted by facsimile (such transmission to be effective on the day of receipt if received prior to 5:00 pm local time on a business day or in any other case as of the next business day following the day of transmittal); or,

22.1.5 transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement), addressed as follows:

If to Power Consumer:

Rico Jinfei Wheels Limited,
38 KM Stone, Delhi - Jaipur Highway,
Gurugram, Haryana - 122001, India.
Contact Person: Mr. B. K. Jain, AVP
E-Mail: bkjain@ricoauto.in
Phone: +91 124 2824000

If to Power Generator:

Boond Power Private Limited,
First Floor, 212, Okhla Phase 3,
New Delhi - 110020, India
Contact Person: Mr. Ankit Malhotra, SPV
E-Mail: ankit.malhotra@boond.net
Phone: +91 9599217049

22.2 Effectiveness of Notices

Notices shall be effective when delivered (or in the case of email, when acknowledged by the recipient) in accordance with the foregoing provisions, whether or not (except in the case of email transmission) accepted by, or on behalf of, the Party to whom the notice is sent.

Each Party may designate by Notice in accordance with this section to the other Party a new address to which any notice may thereafter be given.

23 MISCELLANEOUS

23.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India, including principles of good faith and fair dealing that will apply to all dealings under this Agreement.

23.2 Jurisdiction

Subject to the provisions of Clause 22, the courts of New Delhi shall have exclusive jurisdiction in relation to all matters including but not limited to interim relief arising out of Clause 22 (Dispute Resolution).

23.3 Severability

If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Party's benefits, the matter shall be resolved under Clause 22.4 in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

23.4 Amendment and Waiver

23.4.1 This Agreement may only be amended by a writing signed and duly executed by an authorized representative of both Parties. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced.

23.4.2 Any waiver shall be effective only for the particular event for which it is issued and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.

23.5 Assignment

Neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed, except that without consent of Power Consumer, Power Generator may:

23.5.1 assign its rights and obligations hereunder to any other person; and,

23.5.2 sell or collaterally assign this Agreement in accordance with Clause 20.

For purposes of this Clause 24.5, transfer does not include any sale of all or substantially all of the assets of Power Generator or Power Consumer or any merger of Power Generator or Power Consumer with another person, whether or not Power Generator or Power Consumer is the surviving entity from such merger, or any other change in control of Power Generator or Power Consumer, provided any such surviving entity assumes all obligations of Power Generator or Power Consumer, as appropriate, under this Agreement; provided however, with respect to Power Consumer, such surviving entity is acceptable to Financing Party in its sole discretion.

For Boond Power Private Limited

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for Jindal Wheels Limited
Authorised Signatory

23.6 Agency

Unless specifically prohibited, the Parties shall be free to employ agents to perform their obligations under this Agreement, so long as the Parties remain primarily liable for the due performance of this Agreement.

23.7 No Joint Venture

This Agreement does not create a joint venture, partnership or other form of business association between the Parties.


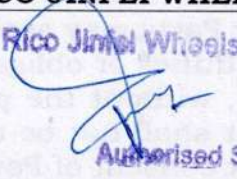

23.8 Entire Agreement

This Agreement, together with any documents referred to in it, supersedes any and all oral and written agreements' drafts, undertakings, representations, warranties and understandings heretofore made relating to the subject matter hereof and constitutes the entire agreement and understanding of the Parties relating to the subject matter hereof.

23.9 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of signature by fax, or scan delivered by email, receipt acknowledged, or electronic signature are effective to bind a Party hereto.

IN WITNESS WHEREOF, intending to be legally bound hereby, Power Generator and Power Consumer have executed this Power Purchase Agreement as of the date first set forth above.

POWER GENERATOR BOOND POWER PRIVATE LIMITED	POWER CONSUMER RICO JINFEI WHEELS LIMITED
 For Boond Power Private Limited Authorised Signatory	 for Rico Jinfei Wheels Limited Authorised Signatory
Name: Mr. Ankit Malhotra	Name: Mr. B. K. Jain
Designation: SVP	Designation: Vice President
Witnessed and Arranged By:	Witnessed By:
	
Name:	Name:
PAN:	PAN:

SCHEDULE A

DEFINITIONS

In addition to the definitions appearing in this Agreement, each of the following terms has the meaning stated below:

"Access Rights" means the rights provided in this Agreement to the Power Generator and its designees, including installer of the Plant, to enter upon and cross the Site to install, operate, maintain, repair and remove the Project, and to interconnect the Project with the Point of Delivery as indicated by the Power Consumer and to provide water, electricity and other services to the Project.

"Act" means the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments thereto and replacements thereof and any other Applicable Law related to electricity.

"Affected Party" shall mean a Party whose performance has been affected by a Force Majeure Event.

"Affiliate" means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

"Agreement" means this Power Purchase Agreement, including all its recitals and Schedules attached hereto, amendments made from time to time in accordance with the provisions hereof.

"Applicable Law" means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transaction described herein. Applicable Law also includes an approval, consent or requirement of any Governmental Authority having jurisdiction over such Party or its property, enforceable at law or in equity. More specifically, it means all laws, brought into force and effect by the Government of India or Respective State Govt. including Electricity Act, 2003, rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties, as may be in force and effect during the subsistence of this Agreement, as amended from time to time.

"Applicable Solar Program" means such program that the Parties may choose to register for the purpose of this Project in accordance with the terms of this Agreement.

"Business Day" means a day other than Saturday, Sunday, or other day on which Scheduled Banks as defined under the Reserve Bank of India Act, 1934 are authorized or required by law to be closed.

"Change in Law" "Change in Law" shall have the meaning ascribed thereto in Article 18 of this Agreement.

"Commercial Operation Date/COD" means the date, which shall be specified by the Power Generator to the Power Consumer pursuant to completion of the Initial Period when the Plant is physically complete and is ready for operations.

"Confidential Information" means information of a confidential or proprietary nature, whether or not specifically marked as confidential. Such information shall include, but not be limited to, any documentation, records, listing, notes, data, computer disks, files or records, memoranda, designs, financial models, accounts, reference materials, trade-secrets, prices, strategic partners, marketing plans, strategic or other plans, financial analyses, customer names or lists, project opportunities and the like, provided however that Confidential Information does not include information which was in the possession of the receiving Party before receipt from the disclosing Party; is or becomes publicly available other than as a result of unauthorized disclosure by the receiving Party; is received by the receiving Party from a third party not known by the receiving Party with the exercise of reasonable diligence to be under an obligation of confidentiality respecting the information; or is independently developed by the receiving Party without reference to information provided by the disclosing Party.

"Dispute" means a controversy or claim arising out of or relating to this Agreement.

"Deemed Generation" If there is any loss of generation due to: i) Grid outage, ii) disruption attributed by the Power Consumer, iii) Curtailment, iv) Shut down of the Plant in request of the Consumer, v) any other reason not attributable to the Power Producer, the same amount of generation is called deemed generation. In case if no such previous data is available the Deemed Generation shall be calculated as per provisions of Schedule E.

"Effective Date" shall mean the date of signing of this Agreement.

"Electric Service Power Generator" means any person, including the Local Electric Utility, authorized by the State of Haryana to provide electricity and related services to retail users of electricity in the area in which the Site is located.

"Environmental Attributes" means Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Project and its displacement of conventional energy generation, or any other entitlement pursuant to any central, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Incentives and the Applicable Solar Program.

"Financing Party" means a Lender or an independent third party identified and appointed by the Power Generator or the Lender (in accordance with its right under the financing documents) in its sole discretion to be the owner of the Plant, and the term Financing Party shall be construed in accordance

with the context in and for the purpose for which it is so used.

"Financing Agreement" shall mean any agreement/documents executed with the Financing Party.

"Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing, Force Majeure Event may include but are not limited to the following acts or events: natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; Explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; and strikes or labor disputes and any such events beyond the control of Power Consumer or Power Generator, which may give rise to partial or full closure of its operations.

Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers or subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event. Changes in prices for electricity shall not constitute Force Majeure Events.

"Governmental Authority" means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, officers, commission, bureau, board, administrative agency or regulatory body of any government.

"Hazardous Materials" means all hazardous or toxic substances, wastes or other pollutants, including petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or concentration which are now included in the definition of "hazardous substances," "hazardous materials," "hazardous wastes," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollutants," "regulated substances," "solid wastes," or "contaminants" or words of similar import, under any Applicable Law.

"INR" or "Rs" shall mean the lawful currency of India.

"Indemnified Person" means the person who asserts a right to indemnification.

"Indemnifying Party" means the Party who has the indemnification obligation to the Indemnified Person.

"Initial Period" has the meaning provided in Clause 2.1.

"Land Registry" means the office where real estate records for the Site are

customarily filed.

"Lender" means persons providing construction or permanent financing to Power Generator in connection with installation of the Plant.

"Liens" has the meaning provided in Clause 8.2.

"Local Electric Utility" means the local electricity distribution owner and operator which under the laws of the State of Haryana responsible for providing electricity distribution and interconnection services to Power Consumer at Site.

"Losses" means any and all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs, and expenses (including all attorney's fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).

"Power Consumer" means **Rico Jinfei Wheels Limited** and its successors and permitted assigns.

"Operations Period" has the meaning provided in Clause 2.2.

"Party" means either Power Consumer or Power Generator, as the context shall indicate, and "Parties" means both Power Consumer and Power Generator.

"Point of Delivery" has the meaning set forth in Clause 4 and Schedule B.

"Power Consumer Event of Default" shall have the meaning as provided in Clause 19.3.

"Premises" means the portions of the Site described in Schedule B.

"Plant" means an integrated system of **676 kWp ($\pm 10\%$)**, as further described in Schedule D, located at the "Premises" for the generation of electricity from solar energy consisting of the photovoltaic panels and associated equipment to be installed on each of the Premises in accordance with this Agreement.

"Power Generator" means **Boond Power Private Limited** and all successors and assigns.

"Power Generator Realized Tariff" has the meaning given to the term in Schedule C and equal to **INR 4.10 per kWh** on the date of this Agreement.

"Regulatory Charges" means such charges as may be levied by any central or state governmental authority or any other authority recognized by law for generation and transmission of electricity from the Plant to the Power Consumer.

"Site" means the real property described under Schedule B.

"Tax Incentives" means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Income

Tax Act, 1961, or applicable central, state, or local law available as a result of the ownership and operation of the Project or the output generated by the Project (including, without limitation, tax credits, any grants or payments in lieu thereof and accelerated and/or bonus depreciation for the time being in force.)

"Term" shall have the meaning provided in Clause 2 hereof.

"Total Project Cost" shall mean "to be defined" after Final Design.

Expected Solar Plant Capacity: 570 kW (~ 10%) (final capacity after Plant design)

Boond Power Private Limited has reviewed the site and assessed the technical feasibility, existing power distribution network for solar power evacuation and safety requirements along with Rico Jinfel Wheels Limited personnel at Rico Jinfel Wheels Limited's plant at Plot No. 357, Sector 8, 1st Main Road, Haryana - 133005, India and prepared the proposal for designing and installation of the system. The proposal, technical details, structural and electrical drawings, necessary access clearance for operation and maintenance and relevant safety aspects of the plants are part of the Agreement.

The Power Consumer is to ensure that the location for solar plant installation is vacant, clear of obstructions and fit for Solar PV installation. The area, if any, shall be released by the Power Consumer.

The minimum running load at Power Consumer's factory is more than 570 kW at any point of time. However, Power Generator will install an inverter system to the extent possible under technical feasibility and relevant Government Regulations. The existing facility have multiple power lines. Risky and will run the DG in case of reverse power flow to DG.

For Boond Power Private Limited
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SCHEDULE B
DESCRIPTION OF PREMISES AND SITE

Location: Rico Jinfei Wheels Limited
Plot No. 397, Sector 8,
IMT Manesar, Gurugram,
Haryana - 122050, India

Expected Solar Plant Capacity: 676 kWp (+/- 10%) (final capacity after Plant design)

Boond Power Private Limited has surveyed the site and assessed the technical feasibilities, existing power distribution network for solar power evacuation and safety requirements along with **Rico Jinfei Wheels Limited** personnel at Rico Jinfei Wheels Limited's plant at Plot No. 397, Sector 8, IMT Manesar, Gurugram, Haryana - 122050, India and prepared the proposal for designing and installation of the system. The proposal, technical details, structural and electrical drawings, necessary access clearance for operation and maintenance, and relevant safety aspects of the plants are part of the Agreement.

The Power Consumer is to ensure that the rooftop for solar plant installation is vacant, clear of obstructions and fit for Solar PV installation. The trees, if any, shall be relocated by the Power Consumer.

The minimum running load at Power Consumer's factory is more than 676 kWp at any point of time. However, Power Generator will install net-metering system to the extent possible under technical feasibility and current Government Regulations. The existing DG(s) have inbuilt Reverse Power Relay and will trip the DG in case of reverse power feed to DG.


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SCHEDULE C
ANNUAL ENERGY PURCHASE RATES

Contract Year	Tariff (Rs/ kWh)
1	4.10
2	4.10
3	4.10
4	4.10
5	4.10
6	4.10
7	4.10
8	4.10
9	4.10
10	4.10
11	4.10
12	4.10
13	4.10
14	4.10
15	4.10
16	4.10
17	4.10
18	4.10
19	4.10
20	4.10

- The rates are Landed Rates. Charges, Taxes and Duties extra, as applicable at the time of billing.
- Any Charge, Tax and Duty applicable to Power Consumer will be Power Consumer's account.
- Any Charge, Tax, Duty, Government Cess applicable to Power Generator will be in Power Generator's account.
- Solar Plant Capacity: 676 kWp \pm 10% (final capacity after Plant design)

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SCHEDULE D

DESCRIPTION OF PLANT

The Solar PV power plant is the total arrangement of PV modules in series and parallel connections. The solar array is comprised of solar modules that generate DC electricity in proportion to the amount of sunlight available, generating the most electricity on a clear day when the sun is at a normal angle to the array. The microprocessor control circuit shall automatically adjust the DC-AC converter to ensure that it should always match to the PV array Maximum Power Point (MPPT) under varying conditions and transfers the maximum possible electricity to Inverter. The inverter shall convert DC to AC and exported to the loads. The inverter output shall match the grid in voltage, frequency and phase. AC Distribution board is equipped with Meter to measure the energy generation.

Note: It may be noted that the final plant capacity can vary $\pm 10\%$ during the detailed engineering and accordingly PPA Schedules that reflect PV plant array layout, SLD and energy estimates will be revised and updated.

Major Components of the Plant:

Component	Make
Solar Panel Mono Crystalline 545 Wp	Rayzon / Waaree / Equiv.
Inverter Grid Tied 110KW	Solis / Deye / Mindra / Equiv.
Data Logger / Zero Export device	Compatible to Inverter
LT Panel 415V 2MW	Standard
MMS Aluminum Structure	MNRE Approved
AC and DC Cables	Polycab / KEI / Equiv.
CAT 6 Communication Cable	D-Link
25X3 mm GI Flat	Standard
Lightening Arrestor	JMV
Earthing Rod Copper Bonded	JMV
UPVC Conduit	AKG
Cable Tray (50 X 100 X 1.6mm)	GI
Walkway	FRP
ABT Meter Type .2S	Secure
Motor for Module Cleaning with Pipe Fitting	Oswal / Standard
DG Synchronization	DG Compatible
Net-Metering (HTCT Meter, CTPT, Sub Meter)	Secure, L&T

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SCHEDULE E
CALCULATION OF DEEMED GENERATION DUE TO
GRID OUTAGE / BLOCK CLOSURE DAY

The Data Monitoring System will check for reference voltage availability every 15-minute interval and record the total number of time intervals when there is grid outage

Total time interval of 15 mins in one day = 4 X 10 hours = 40 intervals in one day
(4 15 min interval in one hr and 10 hrs per day)

Total time interval of 15 mins on grid outage or block closure day = 40
Total intervals of 15 mins in a year = 40 X 365 = 14600

In this case, to calculate the grid outage or block closure day, we take only these time intervals while calculating annual adjustment factor.

Annual Adjustment Factor per block closure day = $(40/14600) = 0.00274$

Note: Adjustment factor may change based on grid outage or block closure per day, refer below instances

- 04 intervals in one day – 1hr
- 10 intervals in one day – 2hrs 30min
- 25 intervals in one day – 6hrs 15min

Generation lost per day = Adj. Factor * Estimated Annual Generation/kWp
= $0.00274 * 1320$ (Estimated) kWh/kWp/year
= 3.6168 kWh/kWp

Revenue Compensation due to Lost Generation to the Power Generator
= Generation Lost * PPA Tariff
= $3.6168 \text{ kWh/kWp} * \text{Rs. } 4.10 / \text{kWh}$
= Rs. 14.82 / kWp

Note: Deemed Generation payment shall be as per provisions of Clause No. 4.1 (Sale of Electricity)

The above example is considering the first year estimated generation. Refer Schedule G for the estimated energy generation.

MINIMUM LOAD REQUIREMENT

The Power Consumer has to ensure continuous load of 676 kW for the estimated Annual Generation. In case the load reduces below 676 kWp, time interval when load was low should be considered for making payment. On Monthly basis, the loss in generation due to unavailability of load will be calculated using the following formula:

Lost Generation = Power Generation Estimation – (Adjustment Factor X Estimated Power Generation)

Where;

Adjustment Factor = $t / (4 \times 10 \times 365)$

t = Number of Fifteen minutes time intervals when load was low and the system produced more than the required load. This will be measured using a data monitoring system.

At the end of each month, any shortfall in the Estimated generation due to unavailability of the load shall be adjusted in the 12th month invoice by using the below formula,

Amount for lost generation = Lost Generation * Applicable Solar Tariff (Power Generator Realized Tariff) during that period.


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SCHEDULE F
ESTIMATED ENERGY GENERATION CHART

Estimated Solar Plant Capacity 676 kWp
Estimated Year 1 Generation 1300 kWh/kWp/year

Year	Estimated Generation (kWh/annum)	Guaranteed Generation (kWh/annum)	Annual Degradation
1	892,320.00	803,088.00	2.50%
2	870,012.00	783,010.80	0.70%
3	863,921.92	777,529.72	0.70%
4	857,874.46	772,087.02	0.70%
5	851,869.34	766,682.41	0.70%
6	845,906.26	761,315.63	0.70%
7	839,984.91	755,986.42	0.70%
8	834,105.02	750,694.52	0.70%
9	828,266.28	745,439.65	0.70%
10	822,468.42	740,221.58	0.70%
11	816,711.14	735,040.03	0.70%
12	810,994.16	729,894.75	0.70%
13	805,317.20	724,785.48	0.70%
14	799,679.98	719,711.98	0.70%
15	794,082.22	714,674.00	0.70%
16	788,523.65	709,671.28	0.70%
17	783,003.98	704,703.58	0.70%
18	777,522.95	699,770.66	0.70%
19	772,080.29	694,872.26	0.70%
20	766,675.73	690,008.16	0.70%

- Tolerance: $\pm 10\%$
- Estimated Plant Capacity, Final Capacity will be provided after Detailed Engineering Study.
- The Estimated Generations are based on the reference Estimated Generation Values for Year 1.

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SCHEDULE G SAFETY GUIDELINES

Document enclosed separately...

1. Safety Management System for work at height.
2. Contractor Health Safety Environment Management System.
3. To abide by all safety rules and standards applicable in the respective plant location, some of them are as mentioned below-
 - a. Permit to Work
 - b. Hot Work
 - c. Working at Height
 - d. Material Handling
 - e. Safe Walking Standard
 - f. Contractor Safety Management, etc.


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SCHEDULE H

PERFORMANCE MONITORING SYSTEM

Solar Power System performance will be centrally monitored at our office through Network Operation Centre (NOC) / Remote Data Logger

Under NOC below mentioned points are covered:

- NOC/Remote Data Logger is a platform to monitor and analyze the Solar PV Plant.
- In line with plant configuration, access will be given to User(s).
- We have Ticketing System to trigger ticket for fault occurrence at any Plant.
- NOC / Remote Data Logger is utilized for generation analysis & maintenance of PV Plant.
- Monthly reports are generated in NOC / Data Logger platform to review generation of PV plant.

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SCHEDULE I
MONTHLY JOINT METER READING (JMR) FORMAT

The following JMR Report has been generated on _____ for the solar plant installed on the premises of Rico Jinfei Wheels Limited.

This report has been jointly witnessed by representatives of Rico Jinfei Wheels Limited (Power Consumer) and Boond Power Private Limited (Power Generator).

Project Name	Rico Jinfei Wheels Limited Manesar Plant
Project Location	Rico Jinfei Wheels Limited Plot No. 397, Sector 8, IMT Manesar, Gurugram, Haryana - 122050, India.
Project Capacity	676 kWp
Start Date (DD/MM/YY)	
End Date (DD/MM/YY)	
Time (HH:MM) (24 hour)	
Main Meter Details:	
Meter S. No.	
Meter Make	
Meter Product No.	
Current Transformer Ratio	
Main Meter Reading:	
Energy Reading (Opening)	
Energy Reading (Closing)	
Total Generation	
Check Meter Details:	
Meter S. No.	
Meter Make	
Meter Product No.	
Current Transformer Ratio	
Check Meter Reading:	
Energy Reading (Opening)	
Energy Reading (Closing)	
Total Generation	

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for Rico Jinfei Wheels Limited  Authorised Signatory	Representative Boond Power Private Limited

SCHEDULE J
INSURANCE

Industrial all risk policy will be taken for the Power Producer's Manufacturing Plant and maintained by the Power Producer throughout the Term of this Agreement.

Industrial all risk policy will be taken for the Solar Plant and maintained by the Power Generator throughout the Term of this Agreement.

Year	Termination / Purchase Period	Price / Premium
1	Within any of the 12 months of 1st Year	27,000,000.00
2	Within any of the 12 months of 2nd Year	27,477,600.00
3	Within any of the 12 months of 3rd Year	27,955,200.00
4	Within any of the 12 months of 4th Year	28,432,800.00
5	Within any of the 12 months of 5th Year	28,910,400.00
6	Within any of the 12 months of 6th Year	29,388,000.00
7	Within any of the 12 months of 7th Year	29,865,600.00
8	Within any of the 12 months of 8th Year	30,343,200.00
9	Within any of the 12 months of 9th Year	30,820,800.00
10	Within any of the 12 months of 10th Year	31,298,400.00
11	Within any of the 12 months of 11th Year	31,776,000.00
12	Within any of the 12 months of 12th Year	32,253,600.00
13	Within any of the 12 months of 13th Year	32,731,200.00
14	Within any of the 12 months of 14th Year	33,208,800.00
15	Within any of the 12 months of 15th Year	33,686,400.00
16	Within any of the 12 months of 16th Year	34,164,000.00
17	Within any of the 12 months of 17th Year	34,641,600.00
18	Within any of the 12 months of 18th Year	35,119,200.00
19	Within any of the 12 months of 19th Year	35,596,800.00
20	Within any of the 12 months of 20th Year	36,074,400.00

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SCHEDULE K
TERMINATION CLAUSE / PENALTY

In case, Power Consumer terminates the Power Purchase Agreement before the PPA tenure, the Power Consumer has to bear the penalty as per the relevant Schedule / Clause.

Expected Plant Capacity 676 kWp

Year	Termination / Purchase Period	Plant Purchase Cost
		(INR)
1	Within any of the 12 months of 1st Year	23,660,000.00
2	Within any of the 12 months of 2nd Year	22,477,000.00
3	Within any of the 12 months of 3rd Year	21,353,150.00
4	Within any of the 12 months of 4th Year	20,285,492.50
5	Within any of the 12 months of 5th Year	19,271,217.88
6	Within any of the 12 months of 6th Year	18,307,656.98
7	Within any of the 12 months of 7th Year	17,392,274.13
8	Within any of the 12 months of 8th Year	16,522,660.43
9	Within any of the 12 months of 9th Year	15,696,527.40
10	Within any of the 12 months of 10th Year	14,911,701.03
11	Within any of the 12 months of 11th Year	14,166,115.98
12	Within any of the 12 months of 12th Year	13,457,810.18
13	Within any of the 12 months of 13th Year	12,784,919.67
14	Within any of the 12 months of 14th Year	12,145,673.69
15	Within any of the 12 months of 15th Year	11,538,390.01
16	Within any of the 12 months of 16th Year	10,961,470.51
17	Within any of the 12 months of 17th Year	10,413,396.98
18	Within any of the 12 months of 18th Year	9,892,727.13
19	Within any of the 12 months of 19th Year	9,398,090.77
20	Within any of the 12 months of 20th Year	8,928,186.24

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