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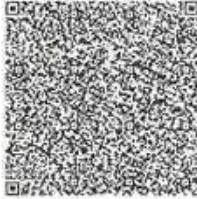
ACC Name : CHANDRA PRAKASH

ACC Code. UP14018804 101-87003770

Add :- Sec-15, Gulmohar Complex, NOIDA

License No. 210/2022 & Dist. G.B. Nagar

Certificate No. : IN-UP45194554409225W
Certificate Issued Date : 12-Aug-2024 06:43 PM
Account Reference : NEWIMPACC (SV)/ up14018804/ GAUTAMBUDDH NAGAR 1/ UP-GBN
Unique Doc. Reference : SUBIN-UPUP1401880487075984685717W
Purchased by : TRUERE HAR SPV PRIVATE LIMITED
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : TRUERE HAR SPV PRIVATE LIMITED
Second Party : TVS SRICHAKRA LIMITED
Stamp Duty Paid By : TRUERE HAR SPV PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



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POWER PURCHASE AGREEMENT

By & Between:

TRUERE HAR SPV PRIVATE LIMITED

&

TVS SRICHAKRA LIMITED.

for

**Design, Manufacture, Supply, Erection, Testing and Commissioning Including Warranty,
Operation & Maintenance of 1010.35 kWp**

Solar Power Generating System located at

Plot No. 17, 18, 19, 52, 53 & 54, Sector 5, Integrated Industrial Estate,
Pandit Narayan Datt Tiwari Pantnagar, Kalyanpur, Tehsil - Rudrapur,
Udham Singh Nagar District, Uttarakhand-263153.





POWER PURCHASE AGREEMENT

This Power Purchase Agreement (Agreement /PPA) is made at Noida on **12 August, 2024** between:

TRUEERE HAR SPV PRIVATE LIMITED (SPV of M/s Oriana Power Limited), having CIN: **U43222UP2024PTC195866**, A Private Limited Company incorporated under the Companies Act, 2013 having its registered office at 202-203, Udyog Kendra, Extn-II, Bisrakh, Gautam Buddha Nagar, Uttar Pradesh, India, 201306 through Mr. Shubham Kumar Karn, authorized signatory (hereinafter referred to as "Power Producer", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **FIRST PARTY**

And

TVS SRICHAKRA LIMITED, a Company registered under the Companies Act, 2013, having its Registered Office TVS Building, 7-B, West Veli Street, Madurai, 625001 represented through Mr. Arvind Kumar Singh, chief operating officer (hereinafter referred to as "Power User") which expression, shall unless it is repugnant to the meaning or context hereof, include its successors and permitted assigns of the **SECOND PARTY**;

The Power Producer and Power User are individually referred to as a "Party" and collectively as the "Parties".

WHEREAS

- A. The Power User is the owner of a certain plot of Land (*as defined hereinafter*¹) at Off-taker Premise which Land is more particularly described in Schedule 1 hereof (Site)
- B. The Power Producer is engaged in the business of design, supply, erection, testing, commissioning, operations and maintenance of power plants, including grid connected rooftop power projects
- C. The Power User is interested in using solar power for the purposes of electrification of the Site. For this purpose, the Power Producer has undertaken to develop, construct, operate and maintain a solar power plant/s (Generating Facility) with an installed capacity of **1010.35 kWp** at the Designated Area (*as defined hereinafter*) on the Site on the terms and conditions herein contained;



- D. The Power User has agreed, to permit the use of the Designated Area (or such place to which the Generating Facility may be relocated in accordance with the terms of this Agreement) for the purpose of developing, constructing, operating and maintaining the Generating Facility. The Parties acknowledge that the fundamental obligations of the Agreement shall be fulfilled as required.
- E. The Power Producer shall supply entire electricity generated by the Generating Facility to the Power User and the Power User shall purchase the entire electricity so generated; and
- F. The Power Producer and the Power User now wish to execute this Agreement to set out their rights and obligations in respect of development, operation, maintenance of the Generating Facility and sale and purchase of the power generated by the Generating Facility.

NOW, THEREFORE, consideration of the foregoing and other good and valid consideration the Power Producer and the Power User agree as follows:

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

In this Agreement unless the context otherwise requires:

"Actual Monthly Production" means the amount of energy recorded by the Main Metering System during each calendar month of the Term (is this main meter or back up meter).

"Applicable Law" means, in relation to this PPA, all laws including Electricity Laws in force, any statute, decree, ordinance, regulation, notice, circular, code, rule or direction, or any interpretation of any of them by a Governmental Instrumentality and includes all applicable rules, regulations, orders, directions, notifications by a Governmental Instrumentality pursuant to or under any of them;

"Back Up Meter" means the meter owned by the Power Producer and connected in parallel to the same core of the current transformers (CTs) and potential transformers (PTs) to which the Main Meter is connected and which can be used for recording the delivery of electricity from the Generating Facility only in case of failure of the Main Meter.

"Billable Month" has the meaning given in Clause 10.2.



"Base Tariff" means the Solar Power Tariff as provided in Schedule A hereof.

"Business Day" means any day other than Sunday or any other day on which banks in Delhi are required or authorized by Applicable Law to be closed for business.

"Change in Law" means:

(a) The enactment, bringing into effect, adoption, promulgation, amendment, modification or repeal, after the date of this PPA of any statute, decree, ordinance or other law, regulation, notice, circular, code, rule or direction by any Governmental Instrumentality or a change in its interpretation by a competent court, tribunal, GoI, State Government or other statutory authority, of any of the above regulations, or

(b) The imposition by any Governmental Instrumentality of any material condition in connection with the issuance, renewal, modification (including ceasing to have full force and effect or inclusion of any additional consents, permissions, approvals or actions of similar nature), revocation, or non-renewal (other than for cause) of any consent after the COD, which in either of the above cases:

- I. results in any change in respect of Taxes and Duties; or
- II. results in any change in the Power Producer's revenue or costs directly attributable to the Generating Facility;

"Clearance(s)" means any consent, license, approval, registration, filing, resolution, permit, exemption or other authorization of any nature from a Governmental Instrumentality, required under Applicable Law to enable the Power Producer to comply with its obligations under this Agreement including for the construction, commissioning, installation, completion, operation and maintenance and removal of the Generating Facility.

"COD" Commercial Operation Date and Commissioning Date means the date of commencement of commercial operation of the Generating Facility. Date of commercial operation shall be within up to **5 and a half months** from the date of signing of PPA and 2 months grace period for COD after completion of all the following by the power producer (PPA shall follow within 15 days after LOI):

- a) Submission of application for CEIG approval (as per applicability of state policy only)
 - b) Approval of Plant layout engineering drawing by Power User's authorized personnel;
- Date of commercial operation begins on completion of all the following by the Power Producer:



Obtaining CEIG approval for installation. (as per applicability of state policy only) The PPA term will begin from the date of COD. The power producer shall inform the power user in writing about COD.

"Delivery Point" means the energy delivery point within the Site's electrical system where the electricity generated by the Generating Facility shall be delivered by the Power Producer to the Power User.

"Deemed Generation": has the meaning as provided in clause 5 herein after.

"Designated Area" means the rooftop of a building or other open area on the Site designated by the Power User for the installation of the Generating Facility.

"Dispute" means any dispute, difference, controversy or question arising in connection with the interpretation, performance, termination of this Agreement, or otherwise in connection with this Agreement.

"Dispute Notice" has the meaning given in Clause 13.2.

"Due Date of Payment" has the meaning ascribed to it in Clause 11.6.

"Effective Date" means the date of execution of this Agreement.

"Electricity Laws" means the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments and replacements thereof in whole or in part and any other Applicable Law related to electricity;

Energy Charges (Landed Grid Tariff): means the electricity charges payable to local power Distribution Company/ authority (local Discom).

"Encumbrance" includes a mortgage, charge, lien, pledge, hypothecation, security interest or any lien of any description whatsoever.

"Expiry Date" means the date falling **15 (Fifteen) years** after COD; provided that where performance of the obligations under this Agreement has been suspended as a result of a Force Majeure Event, the period during which such Force Majeure Event was subsisting will be disregarded for the purposes of calculating the aforementioned **15 (Fifteen) years** period.

"Force Majeure Event" means the occurrence of:



- a) an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism or civil disorder;
- b) ionizing radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of explosive nuclear assembly or nuclear component thereof;
- c) pressure waves from devices traveling at supersonic speeds or damage caused by any aircraft or similar device
- d) a strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not), in each case affecting on a general basis the industry relating to the affected services and which is not attributable to any unreasonable action or inaction on the part of the Parties or any of their subcontractors or suppliers and the settlement of which is beyond the reasonable control of all such persons,
- e) Tempest, epidemic-pandemic, earthquake, flood, cyclone or any other natural disaster of overwhelming proportions including specific incidents of exceptional adverse weather conditions in excess of those required to be designed for in this Agreement;
- f) adverse impact on generation capacity of the Generating Facility due to shadowing of the area/ part of area due to circumstances beyond the control of the Parties;
- g) any regulatory, government or court orders, notifications, circulars and any other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts which in each case directly causes each Party to be unable to comply with all or a material part of its obligations under this Agreement.

Provided, however, that Force Majeure Event shall not include:

- (a) any full or partial curtailment in the electric output of the Generating Facility that is caused by or arises from the act or acts of any third party, including, without limitation, any vendor, material man, customer, or supplier of the Power Producer, unless such act(s) is itself excused by reason of a Force Majeure Event;



- (b) any full or partial curtailment in the electric output of the Generating Facility that is caused by or arises from a mechanical or equipment breakdown of the Generating Facility, or fires, explosions or other mishaps or events or conditions attributable to normal wear and tear or flaws related to the Generating Facility, unless caused by a Force Majeure Event;
- (c) insufficiency of finances or funds or the Agreement becoming onerous to perform; and
- (d) non-performance caused by, or connected with, a Party's:
 - i) negligent or intentional acts, errors or omissions;
 - ii) failure to comply with any Applicable Law; or
 - iii) breach of, or default under this Agreement.

"Generating Facility" shall have the meaning ascribed to such term in Recital B hereof.

"Good Utility Industry Practices" means those practices, methods, techniques and standards as prevalent from time to time, that are generally accepted internationally for use in electrical utility industries and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of size, service and type as that of the Generating Facility and that generally conforms to manufacturers' operation and maintenance guidelines.

"Governmental Instrumentality" means any legislative, judicial, regulatory, executive or other governmental body (including any agency, department, board, instrumentality, commission, office or authority) of the GoI or Uttarakhand State Government or any political subdivision thereof;

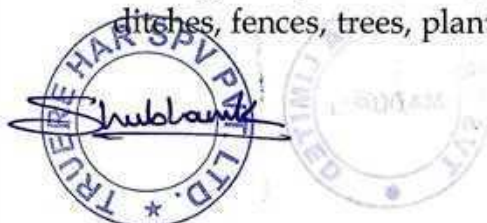
"GoI" means the Government of India;

"GoUK" means the Government of Uttarakhand State;

"Indemnifying Party" has the meaning given in Clause 23.

"Invoice Date" has the meaning set forth in Clause 11.5.2

"Land" means a parcel of land together with all and singular the structures, houses, outhouses, fencing, compound walls, edifices, buildings, courtyards, areas, compounds, sewers, drains, ditches, fences, trees, plants, shrubs, ways, paths, passages, commons, gullies, wells, waters,



water-courses, lights, liberties, privileges, easements, profits, advantages, rights, appurtenances belonging to or in any manner appertaining to or with the same of any part thereof usually held, used, occupied or enjoyed or reputed or known as part or member thereof or being appurtenant thereto whatsoever of and in the Land.

"Lender" means such banks, NBFC or other financial institution, including their successors and assignees, who have agreed to provide Power Producer with debt financing of the project.

"Main Meter" or Main Metering System means all meter(s) and metering devices owned by the Power Producer and installed at the Delivery Point for measuring and recording the delivery of electricity from the Generating Facility.

"Maintenance Outage" means an interruption or reduction in the generating capability of the Generating Facility that is due to maintenance and repair work on specific components of the Generating Facility by the Power Producer.

"Monthly Invoice" has the meaning given in Clause 11.5.1.

"Plant Performance Guarantee" has meaning provided in Clause 9.4

"Performance Ratio (PR)" means the ratio of plant output versus installed plant capacity at any instance with respect to the radiation measured. $PR = (\text{Measured output in kW} / \text{Installed plant capacity in kW} \times 1000 \text{ W/m}^2 / \text{Measured radiation intensity in W/m}^2)$

"Power Producer Event of Default" has the meaning given in Clause 17.1.

"Power User Event of Default" has the meaning given in Clause 17.2.

"Purchase Price" has the meaning given in Clause 10.2.

"Removal Period" has the meaning given in Clause 20.2.

"RESCO" means Renewable Energy Service Company

"Service Personnel" has the meaning given in Clause 3.

"Site" shall mean the Land including the Designated Area and as described in Schedule I hereof.



"Shifting Period" means the period from the date of commencement of un-installation of the Generating Facility from the Designated Area to the date of completion of installation of the Generating Facility at the new location in accordance with Clause 6.2.2.

"Tax" means all taxes imposed by any Governmental Instrumentality, including, (i) any tax or royalty based upon or measured by income, gross receipts, sales use or value added; (ii) any taxes denominated as ad valorem, transfer, franchise, capital stock, payroll, employment, excise, occupation, property, windfall profits, service, environmental, customers, or withholding taxes; and (iii) any interest, penalties, or other amounts imposed with respect to any Tax.

"Term" means the period of time commencing on the Effective Date and concluding on the date of termination of this Agreement in accordance with Clause 18 hereof.

"Transfer Notice" has the meaning given in Clause 21.1.

"Unit" means kilowatt-hour (kWh)

This Agreement shall be effective on the day that falls one Business Day after the date of signing of this Agreement ("**Effective Date**"). The execution period will start after 15 days from the date of PPA signing.

1.2 Interpretation

In this Agreement unless the context otherwise requires:

- (a) a reference to any statute or statutory provision or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the Effective Date;
- (b) the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Clauses of this Agreement, as the case may be;
- (c) a reference to persons shall include bodies' corporate, unincorporated associations, partnerships and any organization or entity having legal capacity;
- (d) headings to Clauses are for convenience only and shall not form part of the operative provisions of this Agreement and shall not be taken into consideration in its interpretation or construction;



- (e) references to Recitals, Clauses and Schedules are, unless the context otherwise requires, references to recitals, clauses and Schedules of this Agreement;
- (f) a reference to the words "include" or "including" shall be construed as being suffixed by the words "without limitation"
- (g) the schedules hereto shall constitute an integral part of this Agreement;
- (h) time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence;
- (i) when any number of days is prescribed in this Agreement, the same shall be reckoned exclusively of the first and inclusively of the last day; and
- (j) unless the context otherwise requires, words importing the singular include the plural and vice versa.

2. POWER GENERATION & SALE

- a. The Power Producer hereby agrees and undertakes to install, construct and develop the Generating Facility including, without limitation, solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, metering equipment and utility interconnections at the Designated Area. The Power Producer also agrees and undertakes to supply the entire electricity generated by the Generating Facility, net of the Generating Facility's internal consumption, to the Delivery Point at its own cost and expense, for consumption by the Power User and the Power User shall purchase all of the power so delivered to the Delivery Point.
- b. The Power User shall ensure that all arrangements and infrastructure for receiving Electricity beyond the Delivery Point are ready on or prior to the Commissioning Date and is maintained in such state in accordance with applicable laws through the Term of the Agreement.
- c. The Power Producer or its financiers/ investors will have ownership of the Solar Power Plants during the Term of the Agreement. Further, the Power User undertakes to extend reasonable cooperation to the Power Producer to secure project lending from financiers/ investors. However, the Power User shall contend only with the Power Producer herein.



- d. In the event that the Power Producer or the Power User should require any technology upgrades to the Solar Power Plants, the type, nature and commercial aspects of such upgrade shall be mutually agreed upon between the Parties in accordance with a binding agreement to such effect. Any cost required to be incurred due to statutory requirements for procuring power under this Agreement by the Power User, cost shall be borne by the Power User.
- e. The responsibility for DG set integration shall remain with the Power Producer, however, the Power User will provide all necessary support for the same.
- f. This Agreement shall not in any way prevent the sale, in whole or in part, of the Power Producer by its shareholders or partners to another Party.

3. ACCESS TO SITE

The Power User may permit an agreed number of authorized representatives of the Power Producer (Service Personnel) to enter the Site for the purposes of setting up, installing, operating and/or maintaining the Generating Facility and the Power User may issue entry permits to such Service Personnel. Both parties agree that Power users have absolute discretion in this regard. Such Service Personnel may be permitted to access the Designated Area on the Site at any time as may be convenient to the Power User. Further, the Service Personnel will work in the premises, only till such time that the Power User in its absolute discretion permits. Power Producer agrees & undertakes that the Service Personnel shall be governed by the work regulations, of the Power User. Any violation of the norms of Power User will be deemed to be a violation of this Agreement & subject the Power Producer to such effects, including termination as the Power User may deem fit Subject to the provisions of Clause 20.2 below, the aforementioned right shall remain unaffected only during the Term and provided the Power Producer does not commit/has not committed any breach of any of the terms and conditions of this Agreement. Access set up like step ladder to the rooftop and handrails shall be in Power Producer's scope.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1 Power Producer's Obligations:

- a. Owning, installing, operating and maintaining the Main Metering System and Solar Power Plants during the Term of the Agreement at its own cost and risk.



- b. Fulfilling all other obligations undertaken by it under this Agreement and comply with the requirements of Electricity Laws.
- c. Obtaining all regulatory and statutory approvals required to install and operate the Main Metering System, Solar Power Plants and all related equipment and keep such regulatory and statutory approvals active during the Term or any extended Term of the Agreement. Power Producers will ensure that no GoI, Uttarakhand Govt or local Discom rules are violated by them. As per prevailing DISCOM norms, CEIG & Net-metering liaisoning and Net meter, CT/PT, direct / indirect cost shall be borne by Power Producer
- d. Supplying Electricity to the Power User in accordance with terms of this Agreement.
- e. Disposing of the Main Metering System and Solar Power Plants and all related equipment upon the termination of this Agreement of Solar Power Plants in an environmentally conscious manner and complying with environmental laws.
- f. It shall carry out the activities set forth in this Agreement in accordance with all Applicable Laws and Good Utility Industry Practices and in such a manner as will not unreasonably interfere with Power User's usage of the Site.
- g. It shall sell the entire electricity generated at the Generating Facility, net of internal consumption by the generating facility, to the power user and shall not sell the same to any third party.
- h. It shall, at its own cost and expense, procure and maintain all insurances required to be taken in relation to the Generating Facility and all the equipment of the Power Producer that is brought to the Site as required in terms of this Agreement, Applicable Laws and/or Good Utility Industry Practices, till the expiry of the Term and the Removal Period, if any. The power producer shall also ensure to take adequate insurance cover for its employees/personnel working at the premises of power user for installation commissioning and regular maintenance of the generating facility against injury and / or death and / or injury or death to third party as the case may be.
- i. It shall be responsible for ensuring that the Generating Facility is commissioned in according to this Agreement and Good Utility Industry Practices at its own cost, risk and expense



- j. it shall not claim ownership on any portion of the Site for any reason and shall operate on the designated Site only as a Power Producer.
- k. The Service Personnel shall always be deemed to be employees of the Power Producer alone and the Power User shall not be responsible for the acts and deeds of such Service Personnel, Such service personnel, the power producer, till the time they work in the premises of the Power User shall be subject to the disciplinary norms and work ethos of the Power User, without fail and without any recourse rights in this regard.
- l. It shall be the Power Producer's exclusive responsibility to deal with the Service Personnel, and bear and pay their wages, salaries, emoluments and/or any statutory liabilities and dues payable under Applicable Laws. Both parties agree that though such service personnel shall work within the premises of the Power User, the sole, unequivocal and unfettered obligation of the fulfillment of statutory obligations shall be that of the power producer and the power user shall not be held responsible in this regards, in any event whatsoever. In case any liability falls on the power user, the power producer undertakes to Indemnify and keep the Power User, its Directors, officers and employees indemnified.
- m. Whenever the government agency or electricity board insists, Power Producer will provide forecasting and scheduling of the generation under this arrangement to such government agency electricity board with a copy of the same to Power User

4.2 Power User's Obligations:

- a. Evacuating Electricity from each Delivery Point, and paying all invoices raised by the Power Producer under the provisions of this Agreement by the Due Date of Invoice Payment; and paying for any interest on delayed payments (if any) as per the provisions of this Agreement.
- b. Off-taking 100% of the electricity generated and providing sufficient offtake to ensure 100% capacity-utilization of the Solar Power Plants at all times or pay as per Deemed Generation/Loss of generation as per Clause 5.
- c. Payment of all statutory taxes, duties, levies and cess, assessed/ levied on the Power User, , that are required to be paid by the Power User as per the applicable law for procuring power as per the terms of this Agreement including payment of applicable taxes as specified in Clause 24.14 (Taxes and Duties); If any ;--



Special duties or taxes are levied on to the Power Producer in conjunction with supplying of power these have to be absorbed by the Power User. This cannot be reduced from the Tariff price and be deemed to be considered cost of Power Producer. Power Producer to have net realization of tariff mentioned in Schedule A net of taxes and any duties.

- d. Providing clean and soft water (water TDS and hardness should be < 450 and free from any chemical), as per the requirements of the Power Producer, for periodic cleaning of the solar panels. Water requirement is estimated at 10 Liters per kWp of plant capacity per month. This requirement may vary. Power User has to make sure that water is provided at a suitable nearest location to the solar plant to the Power Producer, so it may use it as needed and conveniently for cleaning of the panels during the maintenance stage.
- e. Ensuring adequate space -for solar equipment to ensure that other structures do not partially or wholly shade any part of the Solar Power Plant. Taking all steps necessary for Solar Easement and ensuring the Solar equipment is maintained in Shade free area. Ensuring and working with local authorities for the same. If such shading occurs, the Power Producer may, at its sole discretion, apply Deemed Generation as per Clause 5.
- f. Reasonably cooperating with the Power Producer in obtaining all necessary permissions to commission and operate the Solar Power Plants.
- g. **During the course of the Agreement, the Power User cannot enter in any other power purchase agreement for the power/units contracted under this agreement.**
- h. Providing all necessary assistance (including providing relevant data) to the Power Producer in setting up the Solar Power Plants and other associated infrastructure at the Sites; This would include but not be restricted to providing temporary storage facilities for solar equipment, uninterrupted water and power for construction (including for cleaning of solar panels) and providing access to the Power Producer and their contractors and sub-contractors and their respective staff, for undertaking the construction. Complying with all other respective obligations under this Agreement.
- i. To provide a terminal for remote monitoring of the Solar Power Plants.
- j. The Power User shall provide a spare feeder for each Solar Power Plant feeding the Electricity generated into the Delivery Point.



- k. Ensuring that all meters beyond Delivery Point are active and approved by the local Discom to ensure the smooth functioning of the solar power plant. If the Power User is not able to maintain its approval status with the local Discom it will be considered as default of the Power User.
- l. Providing required protection and synchronization facility for DG set to make it suitable for running in parallel with Solar in case of non-availability of Grid. Making sure all the concerned parties for DG set functioning are coordinated with and making sure DG the set is well integrated with the generating facility.
- m. Ensure that lease status or ownership of the site on which the Solar Plant has been built is with the Power User till the PPA term.
- n. Building infrastructure related construction requirements like any change in shed e.g. skylights, vents or damaged sheet, waterproofing, water drainage, strengthening of the under-shed support structure of the shed or building etc. shall be in the scope of the Power User before or after the execution of the project (or till the PPA term).

4.3 The Power User agrees and acknowledges as follows:

- a. It hereby consents to the installation of the Generating Facility at the Designated Area on the Site, including, without limitation, solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, metering equipment and interconnections that would be necessary for the installation and setting up of the Generating Facility.
- b. It shall purchase all of the electricity delivered at the Delivery Point by the Generating Facility for such purposes as it may determine and shall pay monthly bills for the electricity so delivered by it at the Delivery Point, in accordance with the terms of this Agreement.
- c. It shall not resell any part of the electricity supplied by the Power Producer pursuant to the terms of this Agreement, on its account in any manner whatsoever.
- d. It will take care in normal course to provide security protection to the Generating Facility and the assets of the Power Producer installed at the Designated Area (or such other place to which the Generating Facility is relocated in accordance with this Agreement) as will be provided to the rest of the Site. The Power User shall specifically direct the security engaged by it to make best efforts to protect the solar panels and other equipment against any damage other than that caused by a Force Majeure Event.



Both parties agree that Power User shall take such care as it does of its own equipment. However, this clause does not grant any special right to the Power Producer.

- e. Notwithstanding that the Generating Facility is a fixture on the Site, both parties hold out that Power User has no ownership interest in the Generating Facility and Power Producer is the exclusive owner and operator of the Generating Facility. The Power User has been entrusted with the Generating Facility in a fiduciary capacity only till the expiry of the Term or earlier termination of this Agreement. The Power Producer shall be the legal and beneficial owner of the Generating Facility at all times unless the Generating Facility is purchased by the Power User as per the terms of this Agreement. The Generating Facility is personal property of the Power Producer and shall not attach to or be deemed a part of, or fixture to, the Site. The Generating Facility shall at all times retain the legal status of personal property of the Power Producer. The Power User covenants that it will place all persons having an interest in or lien upon the Site, on notice of the ownership' of the Generating Facility and the legal status or classification of the Generating Facility as personal property of the Power Producer.
- f. It hereby undertakes to take any and all actions necessary to assist the Power Producer in applying for any and all clearances which the Power Producer finds necessary or desirable for the operation of the Generating Facility at the Site and to do all things requested by the Power Producer which are necessary for obtaining such Clearances.
- g. It is agreed by the Power User that power supplied by the Power Producer shall be accorded the first priority and precedence, in terms of consumption and payment, over any other supplier of power, including Uttarakhand Power Corporation Ltd. For example, in case the Power User has or were to have a contract with other supplier(s) of power, then out of the total power consumed by the Power User during any billing period, the account of the Power Producer will get the precedence over other supplier(s) of power in terms of credit for supply of power and corresponding payment by the Power User.

5. DEEMED GENERATION Schedule C(1)/ Loss in generation Schedule C(2)

5.1 Off take of 100% Electricity:

- 5.1.1 The Power User guarantees that they shall off-take 100% of the Electricity generated by each Solar Power Plant, at the point in time of generation.



- 5.1.2 In the event that the Power User is unable to off take 100% of the electricity generated by any Solar Power Plant, when it is generated, then Deemed Generation Schedule C (1 & 2) as applicable will apply on the Solar Power Plant. Moreover, if any part of the capacity of a Solar Power Plant is unable to operate at full capacity due to the occurrence of events which cannot be reasonably attributable to the fault of the Power Producer including but not limited to non-availability of load, breakdown of the facilities of the Site(s) leading to breakdown of the Solar Power Plant installed on the Sites, relocation of the Solar Plant at the request of the Power User, Deemed Generation as per Schedule C (1 & 2) as applicable will apply on the Solar Power Plant for such period.
- 5.1.3 Non-synchronization of DG set to the Power plant or temporary/permanent disconnection of the same will also attract loss in generation as per schedule C(f2)
- 5.1.4 Lack of availability of Load or grid down time without synchronization of DG set will attract loss in generation as per schedule C(2)

When Deemed Generation/Loss generation applies, Billable Units will be calculated based on the calculation described herein, rather than on actual generation for the relevant Solar Power Plant. Deemed Generation will be calculated on a daily basis as per methodology mentioned below. All payments for Deemed generation to be done at the end of the month within the invoice of that month.

7 days per year waiver of deemed generation in case of grid failure only, shall be provided to power user, whereas normal deemed generation terms shall be applicable for rest of the deemed generation cases. Data of grid-failure shall be provided by the power user as a proof to claim waiver of deemed generation.

Deemed generation calculation methodology: Formula for Deemed Generation

For deemed generation solar radiation data (radiation sensor) of same site or nearby solar site shall be taken as reference for losses calculation. In case of solar radiation sensor data is also not available, deemed generation shall be calculated on the basis of last 7 days of solar generation average of that duration.

Deemed Generation: (In-plane Solar Radiation (kWh/m²)) x Plant Capacity (kWp) x Average Plant Performance Ratio (%) x Duration for deemed generation



OR any nearby solar site solar radiation data shall be used for the deemed generation purpose.

OR Monthly average of same month /Last 30 days shall be used for deemed generation for deemed days.

OR similar month avg. data of previous years shall be used for deemed generation purpose.

- 5.1.5 Deemed Generation/Loss of Generation will be calculated on a daily basis. If the conditions in Clause 5 apply at any given time during a given day, Deemed Generation shall be applied to the entire day.

6. LOCATION OF GENERATING FACILITY

6.1 The Generating Facility shall be installed by the Power Producer in the Designated Area.

6.2 Change of Location of the Generating Facility:

6.2.1 In the event a Party wishes to relocate' the Generating Facility from the Designated Area to another location at the Site or to some other parcel of Land owned by the Power User (other than in accordance with Clause 6.3 below), that Party must give the other Party adequate written notice of its intention. Such notice should also contain detailed reasons for the proposed relocation of the Generating Facility. The Generating Facility may not be so relocated except with the express written consent of the other Party, provided that such consent shall not be unreasonably withheld where the capacity of the Generating Facility would not be reduced by such relocation.

6.2.2 During the Shifting Period, the Power Producer will not be held liable for any interruption in the power supply and the failure to supply power during the Shifting Period will not constitute a Power Producer Event of Default giving rise to termination under Clause 18.4. In such cases of shifting required by the Power User, the provisions of Deemed Generation shall apply.

6.2.3 The cost of relocating the Generating Facility in accordance with this Clause shall be borne by the Party that requested that the Generating Facility be relocated. The Power Producer undertakes to complete the Shifting of the Generating Facility within a period of 4 Months from the date of allotment of the new Site where the Generating Facility is to be relocated which is mutually agreeable to both Parties, If the Shifting Period exceeds beyond 4 months due to reasons attributable to the Power User then



the provisions of Clause 5 (Deemed Generation) shall be applicable and if such reasons are attributable to the Power Producer, then the provisions of clause 6.3 shall apply.

6.2.4 Where the Generating Facility is to be relocated at the instance of the Power User and such relocation will result in a loss of capacity of the Generating Facility, the Parties shall shift the Generating Facility to a mutually agreed site at which the capacity of the Generating Facility will not be reduced. Where the Power User refuses to agree to an alternate location and requires the Power Producer to shift the Generating Facility to a location at which the capacity will be reduced, the Power Producer shall be entitled to terminate the Agreement under Clause 18 and receive compensation from the Power User for the same as agreed herein below. Alternatively, the Power User can pay the Power Producer in the form of deemed generation the loss incurred due to this reduced capacity or generation in the new location

6.2.5 Where the Generating Facility is to be relocated at the instance of the Power User, the Power User shall, during the Shifting Period, pay to the Power Producer a monthly payment (prorated as needed) equal to the Purchase Price for the corresponding period of the previous year, or however long the Generating Facility has been operating following COD if less than 12 (twelve) months.

- a. The Power User agrees to bear the costs incurred by the Power Producer on account of disassembling, relocating and then reassembling the Solar Power Plant on the Site.
- b. The Power User agrees that the duration of the relocation on the account of the Power User will not exceed four months. In case, the rooftop space remains unavailable or uninhabitable for the Solar Power Plant for more than the stipulated duration, then the Power Producer has the right to renegotiate the terms and if the renegotiation of the terms is not successful or feasible, then terminate this Agreement and receive compensation from the Power User for the same as per Clause 18.
- c. The Power Producer will be responsible for providing the estimated cost (for prior written approval from the Power User before Power Producer undertaking such relocation/disassembling) and the actual costs borne for such relocation/disassembling. Within 30 days of these documents being provided by the Power Producer, the Power User shall make advance payment of 50% of the estimated expense and reimburse the expenses incurred by the Power Producer for such relocation/disassembling and in full to the extent pre-approved by Power User post the work completion. Failure to make the payment within stipulated time shall attract late payment charges as though it was delayed payment of Tariffs as agreed herein.



- 6.3 If temporary removal of the Generating Facility is required due to Site work unrelated to the Generating Facility, the Power User is responsible for all associated costs of removal and reinstallation and must proceed diligently. During any period while the Generating Facility is off-line in relation to such Site work, the Power User shall, during the period from the commencement of removal of the Generating Facility from the Designated Area to the reinstallation of the Generating Facility at the Designated Area, pay to the Power Producer a monthly payment (prorated as needed) equal to the Purchase Price for the corresponding period of the previous year, or however long the Generating Facility has been operating following COD if less than 12 (twelve) months.

Where the Electricity generation is suspended or the Solar Power Plant is to be temporarily moved on account of any acts of negligence or omission of the Power Producer or its employees, agents or contractors. In such a case the cost for relocation/disassembling shall be to the account of the Power Producer. The Power Producer will compensate the Power User for the above loss. The Power Producer shall also pay an amount for the power units purchased from State Discom to the extent of the difference of rate between Tariff payable as per Schedule A and the energy charges / unit paid by the Power User to the State Discom.

- 6.4 The compensation will be based on annual reconciliation as stipulated in this Agreement. This Clause will not be applicable in case of suspension of generation due to reduction / blocking of shadow free area due to any construction or any activity at Site or for reasons beyond the control of Power Producer.

7. SECURITY DEPOSIT

No BG security shall be submitted by the power user.

8. REPRESENTATIONS AND WARRANTIES

8.1 The Power Producer represents and warrants to the Power User that:

- (a) it has the power to execute, deliver and perform the terms and provisions of this PPA and has taken all necessary actions to authorize the execution, delivery and performance by it of this PPA;
- (b) it has duly executed and delivered this PPA and this PPA constitutes its legally valid and binding obligation enforceable in accordance with its terms;



- (c) neither the execution, delivery or performance by the Power Producer of this PPA, nor compliance by it with the terms and provisions hereof will
 - (i) contravene any material provision of any law, statute rule or regulation or any order, write, injunction or decree of any court or governmental authority; or
 - (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Power Producer is a party or by which it or any of its properties or assets are bound; or
 - (iii) violate any provision of the Power Producer's constituent documents; and
- (d) no order, consent, approval, license, authorization or validation of, or filing, recording or registration with or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorize, or is required in connection with, the execution, delivery and performance of this PPA.

8.2 The Power User represents and warrants to the Power Producer that:

- a. it has the power to execute, deliver and perform the terms and provisions of this PPA and has taken all necessary actions to authorize the execution, delivery and performance by it of this PPA;
- b. it has duly executed and delivered this PPA and this PPA constitutes its legally valid and binding obligation enforceable in accordance with its terms;
- c. neither the execution, delivery or performance by the Power User of this PP A, nor compliance by it with the terms and provisions hereof will:
 - (i) contravene any material provision of any law, statute, rule or regulation or any order, writ, injunction or decree of any court or governmental authority; or
 - (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Power User is a patty or by which it or any of its properties or assets are bound; or
 - (iii) violate any provision of the Power User's constituent documents;



- d. no order, consent, approval, license, authorization or validation of, or filing, recording or registration with or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorize, or is required in connection with, the execution, delivery and performance of this PPA.
- e. the Power User is the registered owner/lessee of the Site and the Property.

TVS Srichakra Ltd. Names and address of site in Schedule 1

9. PLANT OPERATION AND MAINTENANCE

9.1 Subject to the provisions of this Agreement, the Power Producer shall organize the operation and maintenance of the Generating Facility so as to ensure optimum utilization of the solar resources in accordance with:

- (a) Good Utility Industry Practices;
- (b) Applicable Laws; and

9.2 the Power Producer undertakes that it shall coordinate in advance all repair, inspection and maintenance work of the Generating Facility with the authorized representative of, the Power User and shall ensure that any such repair/maintenance/inspection of the Generating Facility shall not restrict or interfere with the activities of the Power User on the Site and usage of the Site. Upon the Power Producer making a request for repair and maintenance work, the Power User shall respond in writing to such request within a reasonable time. The Power Producer shall ensure that such repair and maintenance work shall be diligently conducted to completion and that such work shall not remain in a partly finished condition any longer than necessary. However, in case of emergency, involving danger to human life or property on the Site, the Power Producer shall have the right to carry out necessary repairs and maintenance work without obtaining the written approval of the Power User, but shall intimate the Power User as soon as practicable about the same.

9.3 The Power Producer shall be solely responsible, at its cost and expense, for the operation and maintenance of the Generating Facility as per the Good Utility Industry Practices, including without limitation the obligation to promptly make or pay (as may be determined by the Power User) for any repairs that may have to be carried on the Site to on account of the Power Producer's actions, including on account of its authorized representatives, at all times during the Term. For maintenance purpose, Power User shall provide space for keeping their tools, wiper at site till PPA term. Generation



operation of solar plant, Solar system ON-OFF operation due to non-solar activities (like Grid failure / DG operation/Solar Breaker tripping due to load / reverse current/etc.) shall be done by power user, after DG operation / Breaker Tripping user will ensure to reset the solar breaker for re-generation. However preventive / scheduled operation and maintenance related to component failure/ breakdown shall be done by power producer. **During the course of the agreement, the structure of solar PV modules fixed on the Tin Sheds is to be checked periodically by the Power Producer, to ensure its proper fixing on the shed.**

9.4 Plant Performance Guarantee: Power Producer guarantees generation of 1,226.7 kWp / annum subject to annual degradation of 2% in first year and 0.7% per year after that (in subsequent years), **In** the event, the annual generation falls below the guaranteed generation for that year, the Power Producer will pay an amount equivalent to number of units falling short multiplied by the difference of rate between Tariff payable as per Schedule A and the energy charges / unit paid by the Power User to the State Discom. **In** case if the difference of rate is '0' or 'negative' then Power Producer shall pay an amount of INR 0.35 per kWh. The period of grid failure and no load conditions when the Solar system stops generating, any such instances will be mentioned in the monthly report.

Expected Solar Generation per annum: 1,363 kWh/KW (including deemed generation) i.e. 13,77,107 kWh for 1st year at the point of generation for 1010.35 kWp.

Minimum Guaranteed Generation per annum (90% of expected generation): 1,226.7 kWh/KW. (Including deemed generation) i.e. 12,39,396 kWh for 1st year at the point of generation for 1010.35 kWp.

9.5 Roof Maintenance: Power Producer will be responsible for carrying out maintenance/repairs for damages to the building, if the same have been caused by Power Producer or its employees or its contractors. In case the Power Producer fails to maintain and or repair the damage caused then the Power User shall be entitled to carry out necessary repairs and debit the amount to the account of the Power Producer against the monthly payment to be made by the Power User to the Power Producer. Power producer and User shall jointly perform the leakage testing of the rooftop before and after the execution of the solar plant installation. Repair of any damage caused by Power Producer's team during project execution shall be in the scope of Power Producer with the testing assurance of 60 days. Any natural deterioration over the years or self-life wear and tear of the tin shed or any region, and its repair / maintenance shall be in Power User's scope.



10. PURCHASE PRICE OF POWER

- 10.1 The Power User shall pay the Power Producer for all the Units of power that are delivered at the Delivery Point by the Power User in accordance with the meter reading set out in the Main Meter (or, in the event of failure of the Main Meter, in the Back Up Meter).
- 10.2 The Purchase Price shall mean the units of power delivered to the Power User in any month multiplied by the Tariff payable by the Power User for that month. The Tariff payable shall be Rs.3.99 /kWh from COD and fixed over the 15 years tenure of the agreement. . The Tariff for different years from COD is shown in the Schedule A.

11. MEASUREMENT OF ENERGY

11.1 Installation of Energy Meters:

- 11.1.1 The Power Producer shall prior to the COD, at its own cost, install Main Meter and Back Up Meter at the Delivery Point to measure the power generated from the Generating Facility and these meters shall be in compliance with the norms set out by the Electricity Laws. The Power Producer shall be responsible for the maintenance and repair of the aforementioned meters.
- 11.1.2 The electricity delivered to the Delivery Point shall be measured by the Main Meter (or the Back Up Meter if the Main Meter is not in service) and the number of Units so delivered during a Billable Month shall be used for computation of the Purchase Price in accordance with Clause 10.2.

11.2 Reading and Correction of Meters

- 11.2.1 The Power Producer shall read the Main Meter or the Back Up Meter, as the case may be, on the last day of every **Billable Month**, with prior intimation to the Power User so that the Power User may attend the reading if so desired. If the Power User does not attend the meter reading as per the intimation given by the Power Producer, the reading done by Power Producer will be binding on the Power User. The Power User shall be billed as per Clause 10 hereof based on the meter reading at the end of each Billable Month.
- 11.2.2 In the event that the Main Meter is not in service as a result of maintenance, repairs or testing, then the Back Up Meter readings shall be used to calculate total power delivered by the Generating Facility at the Delivery Point.



11.3 Sealing and Maintenance of Meters

11.3.1 The Main Meter and the Backup Meters shall be jointly sealed by the representatives of the Power Producer and the Power User.

11.3.2 When the Main Meter and/or the Back Up Meters and/or any component thereof is found to be outside the acceptable limits of accuracy or otherwise not functioning properly, it shall be repaired, re-calibrated or replaced by the Power Producer as soon as possible at its own cost.

11.3.3 The Main Meter and the Back Up Meter shall be calibrated once every 2 (two) years.

11.4 Maintenance of Records:

Each Party shall keep complete and accurate records and all other data required by each of them for the purposes of administration of this Agreement and the operation of the Generating Facility. Among such other records and data, the Power Producer shall maintain an accurate and up-to-date operating log at the Generating Facility.

11.4.1 Net Metering:

In case Net Metering is permissible /availed then the Power User will prepare and file the necessary application in this regard. The cost related to installation of all equipment necessary for the same will be borne exclusively by the Power Producer.

All necessary liaisoning and related approval costs will be sole responsibility of Power Producer. The execution scope of Net Metering will be in Power Producer scope. Until Net-metering installation is in place the deemed generation will not be applicable on holidays. There will be 7 holidays in the calendar year at the power user site. In case Net Metering is availed, the Power exported will be to the benefit of the Power User as per Applicable DISCOM rules. The exported kWh will be considered as part of Deemed Generation for the Power Producer. Process of Net Metering will be immediately initiated and executed. If Power Producer is not able to complete the process of Net Metering within a period of 3 months from the date of initiating the process, or Zero Export is installed then in such case, the provisions of Deemed Generations will not apply.

BILLING, PAYMENT PROCEDURE AND PAYMENT SECURITY MECHANISM

11.5 Billing:

11.5.1 The Power Producer shall prepare the invoice at the end of each Billable Month based on the Power delivered at the Delivery Point as per meter reading of the



Main Meter noted in accordance with Clause 11 hereof and shall submit a signed invoice for the Purchase Price to the Power User (**Monthly Invoice**).

11.5.2 The Monthly Invoice shall be sent by the Power Producer to the designated officer of the Power User within 5 (five) days from the end of each Billable Month.

11.6 Payment Procedure

The Power User shall make payment (by cheque, RTGS or demand draft) of the Purchase Price stated in the Monthly Invoice, within a period of 7 (seven) days from the date of receipt of the Monthly Invoice by the Power User (**Due Date of Payment**).

11.7 Payment Dispute

In the event, the Power User has any dispute with regard to the Monthly Invoice, it shall pay the undisputed amount of the invoice prior to the Due Date of Payment and shall simultaneously issue a notice of the disputed amount to the Power Producer. The notice of disputed amount shall set out (i) the details of the disputed amount, (ii) its estimate of what the correct amount should be, and (iii) all written material in support of its claim. If the Power Producer agrees to the claim raised in the dispute notice issued pursuant to this Clause, the Power Producer shall revise such Monthly Invoice within 7 (seven) days of receiving such notice. If the Power Producer does not agree to the claim raised in the dispute notice issued pursuant to this Clause, it shall, within 7 (seven) days of receiving the dispute notice, furnish a notice to the Power User providing (i) reasons for its disagreement, (ii) its estimate of what the correct amount should be; and (iii) all written material in support of its counterclaim. Upon receipt of notice of disagreement from the Power Producer as above mentioned, the authorized representative(s) of each Party shall meet and make best endeavors to amicably resolve such dispute within 20 (twenty) days of receipt of such notice of disagreement by the Power User. In case the invoice is disputed, the Purchaser shall pay an amount based on average consumption of last three consecutive undisputed invoices. Where the dispute arises within three months of commencement of billing of power, or in the absence of three consecutive undisputed invoices since such commencement, average consumption shall be calculated based on the available undisputed invoices. Amount so recovered shall be subject to final adjustment on resolution of the dispute. Thereafter, the Parties shall discuss and try to resolve the disputed amount within a week of receipt of such notice of dispute. If the Parties resolve the dispute, an appropriate adjustment shall be made in the next invoice. If the dispute has not been resolved by the date of the next invoice the dispute shall be referred to a committee of one member from



each of Purchaser and Power Producer, if the dispute is still-not resolved by the next following invoice it shall be referred to Arbitration as provided in the present Agreement.

11.8 Payment Delay or Default

Late payments of undisputed Purchase Price, after the Due Date of Payment, shall carry interest at rate equivalent to SBI Lending rate per annum on the unpaid Purchase Price, calculated for the period of delay expressed in number of days from the expiry of the Due Date of Payment, till the recovery of all dues including interest on delayed payment by the Power Producer.

12. ENVIRONMENTAL INCENTIVES

12.1 All benefits which will accrue from generation of solar power by the Generating Facility will be availed of by the Power User for the purpose of environmental and other incentives available for the general use of renewable energy.

13. DISPUTE RESOLUTION AND GOVERNING LAW DISPUTE RESOLUTION

13.1 The Parties shall endeavor to settle any Dispute through friendly consultations and negotiations amongst the senior corporate management of both Parties.

13.2 If no settlement can be reached through consultations of the senior corporate management of the Parties within [thirty (30)] days of the Dispute, either Party may, by delivering a notice of the Dispute to the other Party, refer such matter to be settled by arbitration.

13.3 The Dispute shall be referred to and finally resolved by arbitration under the provisions of Arbitration and Conciliation Act 1996. The Venue of arbitration shall be New Delhi and the language of the arbitration shall be English. The award shall be final and binding and may be enforced in any appropriate jurisdiction.

13.4 The number of arbitrator (s) shall be as per the rules of Arbitration and Conciliation Act 1996.

13.5 The language to be used in the arbitration shall only be English.



13.6 Nothing contained in this Clause 14 shall prevent either Party from moving a competent court for interim measures.

13.7 This agreement shall be governed by the Laws of India and at courts of New Delhi shall have sole jurisdiction to settle any dispute arising out of or in connection with this agreement.

14. NOTICE

14.1 Any notice or other communication to be given or made under this Agreement shall be in writing and in the English language. Any such communication may be delivered by hand, airmail, facsimile, email or established courier service to the Party's address specified below or at such other address. as such the Party notifies the other Party from time to time.

14.2 The addresses of the Parties for receipt of notices are as follows

Power Producer:

TRUERE HAR SPV PRIVATE LIMITED

Communication Address: 202-203, Udyog Kendra, Extn-II, Bisrakh, Gautam Buddha Nagar, Uttar Pradesh-201306.

Email: truereharspv@gmail.com

Attn: Mr. Shubham Kumar Karn, (Director)

Power User:

TVS SRICHAKRA LIMITED

Communication Address: 10, Jawahar Road, Madurai, Tamilnadu-625002.

Email: arvind.singh@eurogriptyres.com

Attn: Mr. Arvind Kumar Singh, (Chief Operating Officer)

14.3 The Parties may, by a written notice, change the address to which such communications are to be delivered or mailed.

14.4 Notices provided herein shall be deemed to be duly given or made and to have become effective upon delivery. The Parties agree that with respect to proving service, it will be sufficient to show that the notice was duly delivered. In respect of the copy which is required to be sent by facsimile, it will be sufficient to show that it was duly transmitted to and received in full at the current facsimile number



of the relevant Party and in respect of copy sent by email, it will be sufficient to show that the notice was dispatched from the sender's outbox and that the sender has not received any automatic notification that the email could not be delivered.

15. INSURANCES

- 15.1 The Power Producer shall procure and maintain during the Term, insurances in respect of the Generating Facility and the equipment of the Power Producer against such risks, with such deductibles and with such endorsements and co-insured(s), which the Good Utility Industry Practices would ordinarily merit maintenance of In addition the Power Producer and maintain during the Term, insurance for the Power producer's Personnel that will be engaged in setting up, operating and maintaining the Generating Facility.
- 15.2 Notwithstanding anything contained herein to the contrary, any loss, damage, liability, payment, obligation or expense which is insured or for which the Power Producer can claim compensation, under any insurance shall not be charged to or payable by the Power User.

16. FORCE MAJEURE

- 16.1 Neither Party shall be in breach of its obligations under this Agreement or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other (otherwise than under any express indemnity in the Agreement) if and to the extent that it 'is prevented from carrying out those obligations by, or such losses or damages are caused by a Force Majeure Event except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred (in which case this Clause 16 would not apply to that extent).
- 16.2 Upon the occurrence of a Force Majeure Event, the affected Party claiming that, it has been rendered unable to perform any of its material obligations under this Agreement, shall notify the other Party in writing as soon as practicable and in any event within 10 (ten) days after the date on which the affected Party knew or should have reasonably known of the commencement or occurrence of such event, giving the particulars and satisfactory evidence in support of its claim.



Upon cessation of such Force Majeure Event, the affected Party shall within 24 (twenty four) hours of its cessation, intimate the other Party of such cessation.

16.3 The Power Producer shall at all times take all reasonable steps within their respective powers and consistent with Good Utility Industry Practices (but without incurring unreasonable additional costs) to:

- (a) prevent Force Majeure Events affecting the performance of the Power Producer's obligations under this Agreement;
- (b) mitigate the effect of any Force Majeure Event; and
- (c) comply with its obligations under this Agreement.

17. EVENTS OF DEFAULT

17.1 Power Producer Events of Default & Remedies

The occurrence of the following events shall be deemed a default and the failure of the Power Producer to cure such default within a period of 90 (ninety) days from being notified of the same by the Power User shall be construed as a **"Power Producer Event of Default"**:

- (a) breach of any of the material provisions of this Agreement;
- (b) any of the representations and warranties made by the Power Producer in this Agreement proving to be untrue or inaccurate;
- (c) (i) the Power Producer becoming voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of 90 (ninety) days, or
(ii) any winding up or bankruptcy or insolvency order being passed against the Power Producer, or
(iii) the Power Producer going into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Applicable Law;
- (d) the Power Producer
 - (i) assigning or purporting to assign any of its assets or rights in violation of this Agreement,



- (ii) transferring any of its rights and/or obligations under this Agreement, other than in accordance with Clause 24.4, and
- (iii) carrying on any other activity other than those required in relation to the Generating Facility, at the Site.

Power User's Remedies:

If a Power Producer Default described in Clause 17.1 has occurred and is continuing, in addition to other remedies expressly provided herein, Power User shall have a right to deliver a notice of its intention to terminate this Agreement ("User Preliminary Default Notice"), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

Upon the occurrence and continuation of Power Producer Default and the failure by the Power Producer to cure such default within the applicable cure period specified in this clause; the Power User shall have the right (but not an obligation) to purchase the System from the Producer by paying the Power Producer the Purchase price as per Schedule B to this Agreement. The lenders shall have the right to seek substitution of the Power Producer by a Selectee for the residual period of this Agreement for the purpose of performing the obligations of the Power Producer.

Following the issue of User Preliminary Default Notice, it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Power Producer's Default having regard to all the circumstances. If the Power Producer Default is not cured within a period of ninety (90) days of the issue of Purchaser Preliminary Default Notice or any other such period mutually agreed upon by the Parties, the Power User shall have the right to terminate this Agreement by issuing a User Termination Notice.

Upon the delivery of the User Termination Notice, this Agreement shall stand terminated. The Power Producer shall have no liability to make any payment towards compensation to Purchaser.

If the Power Producer fails to remove the System from the Premises within three months from the date of termination, the Purchaser shall be entitled to dispose of the System in any manner it deems fit.

17.2 Power User Event of Default & Remedies

The occurrence of the following events shall be deemed a default and the failure of the Power User to cure such default within a period of 90 (ninety) days from



being notified of the same by the Power Producer shall be construed as a "**Power User Event of Default**":

- (a) breach of any material provisions of this Agreement including failure to grant access to the Designated Area in accordance with Clause 3 above;
- (b) if the undisputed Purchase Price for a period of 2 (two) consecutive months is in arrears for a period of 1 (one) month;
- (c) tampering with the system which results in non-delivery or partial delivery of the power at Delivery Point;
- (d)
 - (i) the Power User becoming voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of 90 (ninety) days, or
 - ii) any winding up or bankruptcy or insolvency order being passed against the Power User, or
 - (iii) the Power User going into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Applicable Law.

Power Producer's Remedies:

If Power User Default described in Clause 17.2 (a) has occurred and is continuing, in addition to other remedies expressly provided herein,

- a. the Power Producer shall be entitled to terminate this Agreement by serving a sixty (60) days' notice and upon such termination,
- b. the Power Producer may exercise any other remedy it may have at law or equity or under the Agreement.

18. TERMINATION

18.1 This Agreement shall come into effect on the Effective Date and shall remain valid until the Expiry Date, unless it has been terminated earlier pursuant to this Clause 18.

18.2 On the Expiry Date, this Agreement shall, automatically terminate, unless mutually extended by the Parties for such further period and on such terms and conditions as may be mutually agreed, at least 4 (four) months prior to the Expiry Date.



- 18.3 This Agreement may be terminated prior to the Expiry Date if the Power Producer and Power Users mutually agree in writing.
- 18.4 This Agreement may be terminated by the Power User by issuing a 60 (sixty) days' notice of termination, upon occurrence of a Power Producer Event of Default.
- 18.5 This Agreement may be terminated by the Power Producer by issuing a 60 (sixty) days' notice of termination, upon occurrence of a Power User Event of Default.
- 18.6 This Agreement may be terminated in accordance with Clauses 6.2.4, 21.4 or 24.9 hereof.

19. CONSEQUENCES OF TERMINATION

19.1 Termination on Expiry Date

In the event the Agreement is terminated on Expiry Date as per Clause 18.1 or Extended Expiry Date as per Clause 18.2, the Power Producer will transfer the Generating Facility to the Power User at a nominal price of Rupee. 1/-.

19.2 Termination by the Power Producer

In the event the Agreement is terminated by the Power Producer either in accordance with Clause 6.2.4 or 18.5, as the case may be, the Power Producer shall at his discretion require the Power User to purchase the Generating Facility from the Power Producer at a price as indicated in Schedule B. In such an event, the Power User will be entitled to keep the Generating Facility. The purchase of the Generating Facility by the Power User shall be completed by making full payment within 30 (thirty) days of the Power Producer giving the Power User notice to terminate the Agreement.

19.3 Termination by the Power User

In the event the Power User terminates this Agreement due to a Power Producer Event of Default or a Change in Law, the Power Producer shall, at the discretion of the Power User transfer the Generating Facility to the Power User at cost as per Schedule B or shall ensure that the Generating Facility and all other equipment of the Power Producer is removed from the Site at its own costs and risks as soon as practicable but in any event no later than 6 (six) months from the date of termination without causing any damage to the Site. The Power User shall, in such an event, grant access to the personnel of the Power Producer for removal of the



Generating Facility and all other equipment of the Power Producer from the Site. The provisions of this Clause 19.1 shall survive the termination of this Agreement.

19.4 The provisions of this Clause 19 shall survive the termination of this Agreement.

20. ACCRUED RIGHTS AND LIABILITIES

20.1 The expiry or termination of this Agreement shall not affect the accrued rights and obligations of the Parties under this Agreement including payment of relevant sums that may be due to either of the Parties nor shall it affect any of the continuing obligations for which this Agreement provides, either expressly or by necessary implication, for its survival, post its expiry or termination including the right of Power Producer to enter the site for removal of the Generating Facility under Clause 19, indemnity obligations contained at Clause 23 hereof and the provisions of dispute resolution contained in Clause 13 hereof.

20.2 Upon termination of this Agreement for a Power Producer Event of Default or a Change in Law, the Power Producer shall, at the discretion of the Power User transfer the Generating Facility to the Power User at cost as per Schedule B or shall ensure that the Generating Facility and all other equipment of the Power Producer is removed from the Site as soon as practicable but in any event, 10 later than 6 (six) months from the date of termination (**Removal Period**). During the Removal period, the Power User shall grant access to the Service Personnel for the purposes of removal of the Generating Facility and all other equipment of the Power Producer from the Site. The provisions of this Clause 20 shall survive the termination of this Agreement.

21. ALIENATION OF THE SITE BY THE POWER USER

21.1 In the event that the Power User intends to Transfer the Site or the Property [or any part thereof] during the Term of this Agreement, the Power User shall send the Power Producer notice of its intention to execute such Transfer within 5 (five) days of the Power User and the purchaser of such property having entered into definitive documents to effect the transfer (**Transfer Notice**).

21.2 The Power User must procure that the purchaser agrees to be bound by the provisions of this Agreement for the remainder of the Term.



21.3 In the event that the purchaser refuses to be bound by the terms of this Agreement, the Power Producer at his sole discretion shall require the Power User to purchase the Generating Facility from the Power Producer at a price as indicated in Schedule B. The Power User will then keep the generating facility.

21.4 Upon the purchase of the Generating Facility by the Power User in accordance with Clause 21.3 above, the Agreement will stand terminated.

22. PUBLICITY

The Parties agree to allow each party to generate and avail favorable publicity regarding the Generating Facility and their association with it , only after prior written consent.

23. INDEMNITY

Each Party (Indemnifying Party) shall indemnify and hold the other Party harmless against any and all liabilities, losses, damages, claims, actions, proceedings, judgments, costs and expenses or the like in relation to or arising from any breach of any representation, warranty, covenant or agreement made or obligation required to be performed by the Indemnifying Party pursuant to this Agreement.

24. MISCELLANEOUS

24.1 Severability

if any 1 (one) or more of the provisions contained in this Agreement are or becomes invalid, illegal, prohibited or unenforceable in any respect, the validity, legality, prohibition and .enforceability of the remaining provisions will not in any way be affected ,invalid, or impaired thereby, and the power producer shall enter into good faith negotiations with the Power User to replace the invalid, illegal or unenforceable provisions.

24.2 Execution and Delivery of Instruments

Each Party shall, at any time and from time to time upon the written request of any other Party promptly and duly execute and deliver all such further instruments and documents, and do or procure to be done all such acts or things, as such other Party may reasonably deem necessary or desirable in obtaining the



full benefits of this Agreement and of the rights herein granted and do or procure to be done each and every act or thing which such other Party may from time to time reasonably require to be done for the purpose of enforcing such other Party's rights under this Agreement.

24.3 Counterparts

This Agreement may be executed in 1 (one) or more counterparts, and when executed and delivered by the Parties, shall constitute a single binding agreement.

24.4 Assignment

24.4.1 Notwithstanding anything contained in this Agreement, the Power Producer has the right to assign all or any of its rights under this Agreement (including rights over any assets hereunder), to any third party including, though not restricted to any lender, equipment lessor or other financing party ("Assignment") with prior written intimation of at least 7 (seven) days to Power User with all requisite details and particulars as may be reasonably requested by the User in this regard. Further, in the event of assignment, the Power User agrees to make the payments due to the Power Producer under this Agreement, directly to the assignee, upon receipt of such notice by the Power Producer.

24.4.2 If the Power Producer were to sell the Solar Power Plant, with prior written intimation of at least 7 (seven) days to Power User with all requisite details and particulars as may be reasonably requested by the User in this regard, then the new buyer(s) would need to abide by this Agreement. Further, the Power Producer reserves the right to assign whole or part of the assets to lenders/ leasing companies. Power User may assign its rights under this Agreement, without the prior consent of Power Producer, to an Affiliate or any successor in interest to Power User, whether by way of merger, reorganization or sale of assets (including any sale of a line of business). This Agreement shall inure to the benefit of and be binding upon Power User and its successors or assigns.

24.5 Confidentiality

The Parties shall, on a confidential basis, at all times provide to each other such information as is available and is necessary or useful to enable the other Party to perform its obligations under this Agreement. Either Party may, however, use or disclose confidential information to a third party to the extent necessary for the control of the financing, construction, and operation of the Generating Facility,



subject to a prior written consent from the other Party provided that either Party may disclose any such confidential information without the consent of the other Party to a relevant government agency, if it is mandatory for statutory compliance.

24.6 Amendment

This Agreement may not be amended, modified or supplemented except by a written instrument executed by each of the Parties.

24.7 No Waiver

No waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by any other Party of any provision hereof shall be deemed to be a waiver of any prior, concurrent or subsequent breach of that or any other provision hereof.

24.8 Relationship of the Parties

This Agreement shall not be interpreted or construed to be or create an association, joint venture or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or act as or be an agent or representative of, or to otherwise bind, the other Party.

24.9 Change in Law

In the event of a Change in Law, the Parties shall take all steps that may be reasonably required to comply with such Change in Law, including extension of time to compensate for any delay in the commissioning of the Generating Facility due to such Change in Law. If Change in Law imposes additional financial burden on the Power Producer, both Parties will discuss the method of compensating the same and if no agreement is reached on such compensation, then the Power User may purchase the generating facility at price mentioned in Schedule B of this agreement.



24.10 Entirety

This Agreement and the schedules and annexure hereto are intended by the Parties as the final expression of their agreement and are intended also as a complete and exclusive statement of the terms of their Agreement. All written or oral understandings, offers or other communications of every kind pertaining to this Agreement by the Power Producer and Power User, prior to the Effective Date, are abrogated and withdrawn.

24.11 Successors

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

24.12 Independent Rights

Each of the rights of the Parties are independent, cumulative and without prejudice to all other rights available to them under law, equity or otherwise, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

24.13 Novation

The Parties agree and acknowledge that the Power Producer has the right to transfer any or all of its rights and obligations under this Agreement to any third party ("New Party") with prior written intimation of at least 7 (seven) days to Power User with all requisite details and particulars as may be reasonably requested by the User in this regard, without prior consent of the Power User. The New Party shall automatically and without any further action be entitled to all the same rights and assume the same obligations, under this Agreement, as if it were originally a party to this Agreement. Further, the Power User hereby agrees and undertakes that, promptly upon receiving a request from the Power Producer, the Power User shall execute such further writings, deeds and/or agreements and take all such further actions as may be necessary for effecting or implementing the transfer of any or all of the Power Producer's rights and/or obligations under this Agreement to the New Party.

24.14 Taxes and Duties

- a) The Power Producer shall be responsible for any and all income taxes associated with payments from the Power User to it for electric energy from the Generating Facility. The Power Producer, as owner of the Generating Facility, shall be entitled to all Tax Attributes with respect to the Generating Facility.



- b) The Power User shall be responsible for all taxes, duties, fees and charges, including electricity duty and cross subsidy surcharge imposed or authorized by any Governmental Authority after the commissioning of the Generating Facility on the sale of electric energy by the Power Producer to the Power User. The Power User shall timely report, make filings for, and pay any and all such taxes, duties, fees, and charges assessed directly against it and shall reimburse the Power Producer for any and all such taxes, duties, fees, and charges assessed against and paid by the Power Producer.
- c) The Power User shall be responsible for all property taxes levied against the Site, improvements thereto and personal property located thereon, except that the Power Producer shall be responsible for any property taxes levied against the Generating Facility. If the Power User is assessed any taxes related to the existence of the Generating Facility on the Site, the Power User shall immediately notify the Power Producer. The Power User and the Power Producer shall cooperate in contesting any such assessment; provided, however, that the Power User may, at its discretion, pay such taxes to avoid any penalties or interest on such taxes, subject to reimbursement by the Power Producer. In case Power Producer fails to reimburse such amount, the Power User shall be entitled to adjust such amount against monthly payment to the Power Producer, If after resolution of the matter, such tax is imposed upon the Power User related to the improvement of real property by the existence of the Generating Facility on the Site, the Power Producer shall reimburse the Power User for such tax.



In Witness, therefore, the Parties hereto have executed and delivered this Agreement at Noida & Madurai on the date first written above.

For and on behalf of the Power Producer

Shubhamk



TRURE HAR SPV PRIVATE LIMITED
SHUBHAM KUMAR KARN
(Director)

For and on behalf of the Power User

Arvind Singh



TVS SRICHAKRA LIMITED
ARVIND KUMAR SINGH
(Chief Operating Officer)

WITNESSES:

1. Name: VI PUL MITTAL

Signature: *[Signature]*

WITNESSES:

1. Name: RAJENDRA KUMAR. T.J

Signature: *[Signature]*

2. Name: Rashi Jain

Signature: *[Signature]*

2. Name: BALWANT SINGH

Signature: *[Signature]*



Schedule 1

(Description of the Site)

For 1010.35 kWp Solar Plant on

TVS SRICHAKRA LIMITED

(UKD Plant-2)

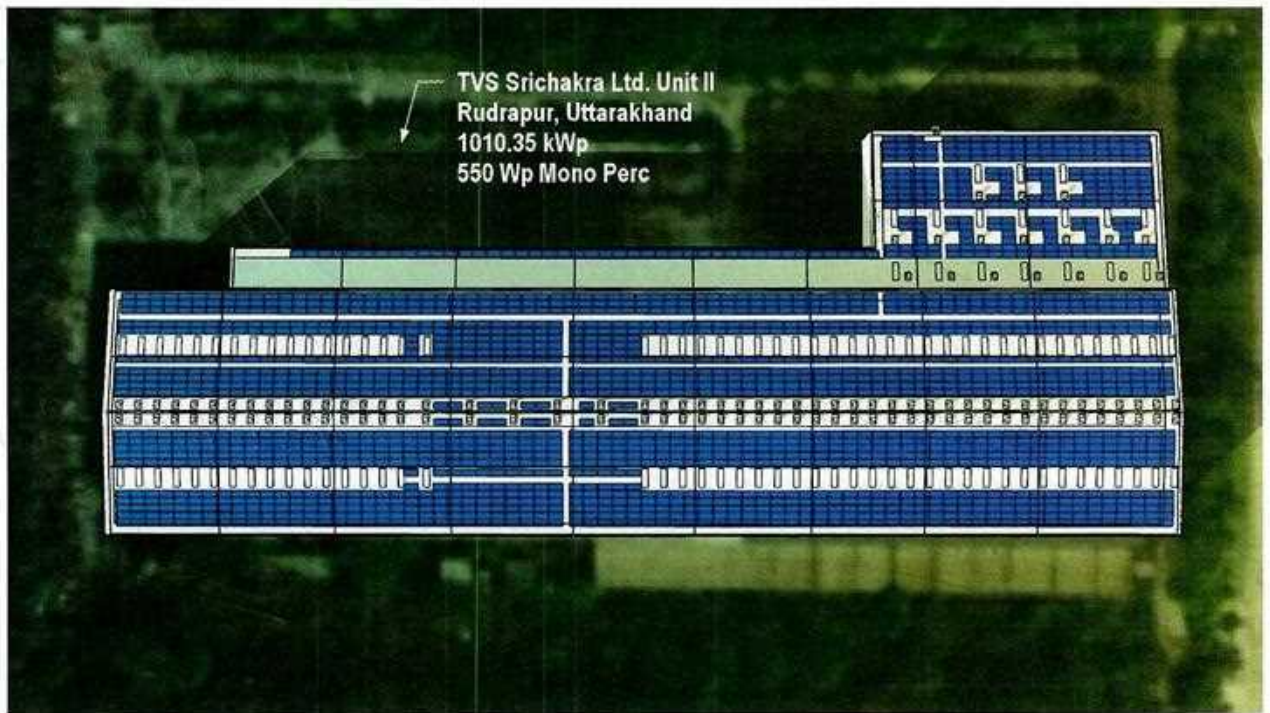
Plot No. 17, 18, 19, 52, 53 & 54,

Sector 5, Integrated Industrial Estate,

Pandit Narayan Datt Tiwari Pantnagar,

Kalyanpur, Tehsil – Rudrapur,

Udham Singh Nagar District, Uttarakhand – 263153.



TVS Srichakra Ltd. Unit II
Rudrapur, Uttarakhand
1010.35 kWp
550 Wp Mono Perc



Schedule - A

SOLAR POWER TARIFF FOR PPA

Year	Rate (INR / kWh)
Year 1	3.99
Year 2	3.99
Year 3	3.99
Year 4	3.99
Year 5	3.99
Year 6	3.99
Year 7	3.99
Year 8	3.99
Year 9	3.99
Year 10	3.99
Year 11	3.99
Year 12	3.99
Year 13	3.99
Year 14	3.99
Year 15	3.99



Schedule - B

For 1010.35 kWp

Year	Buyback Price (INR)
1 st year post COD	x
2 nd year post COD	x
3 rd year post COD	x
4 th year post COD	x
5 th year post COD	x
6 th year post COD	2,69,42,667
7 th year post COD	2,42,48,400
8 th year post COD	2,15,54,133
9 th year post COD	1,88,59,867
10 th year post COD	1,61,65,600
11 th year post COD	1,34,71,333
12 th year post COD	1,07,77,067
13 th year post COD	80,82,800
14 th year post COD	53,88,533
15 th year post COD	26,94,267
16 th year post COD	1/-
Please note:- Above values are for buy back at the end of the year. In between of the year, buy back shall be at the pro-rata basis.	

The Project will be transferred to TVS Srichakra Ltd. at Re 1/- at the end of the PPA term with 100% running condition.



SCHEDULE C(1)

DEEMED GENERATION

Deemed Generation "Deemed Generation" for the year of operation, will be calculated based on methodology as explained below.

Deemed Generation settlement will be done on **Monthly basis**.

Methodology

Deemed Generation =

(In-plane Solar Radiation (kWh/m²)) x Plant Capacity (kWp) x Average Plant Performance Ratio (%) x Duration for deemed generation



SCHEDULE C(2)

Working of Diesel Generator - PV synchronization (DG/PV sync)

Working of DG/PV Sync

The Solar Generation will be synced with Diesel Generator, hence the Total load on the system will be as per following :

The DG/PV system will be governed as per the Clauses mentioned in Clause 5 and Clause 11.4.1.

LOAD = DG + SOLAR

Now in case the load is less Solar will be curtailed from production and hence will be considered as loss in generation -

Calculation of Loss of Generation will be based on the monthly average generation KWH for that month and will be recorded and billed in monthly JMR's - the daily production will be available on systems and also on Remote monitoring and the same will be taken into account for all records for billing and invoicing. In case of entire month the generation is reduced due to no / less load Deemed Generation will be calculated as per clause 5c(1)



SELECTEE

Substitution of the Power Producer

The lender may seek to exercise right of substitution by an amendment or novation of the Agreement executed between Power Producer and the Power User in favour of the Selectee, The Power User and the Power Producer shall cooperate with the lender to carry out such substitution Notice

Upon the occurrence and continuation of Power Producer Default and the failure by the Power Producer to cure such default within the applicable cure period specified in this Clause, the Lender, upon receipt of a written advice from the Power User confirming such failure, shall be entitled to notify the Parties of the intention of the Lender to substitute the Power Producer by the Selectee for the residual period of this Agreement (the "Substitution Notice").

Interim Operation of Projects

On receipt of a Substitution Notice, no further action shall be taken by any Party to terminate this Agreement, except under and in accordance with the terms of this Agreement.

On issue of a Substitution Notice, the Lender shall have the right to request the Power User to enter upon and takeover the Project for the interim and till the substitution of the Selectee is complete and to otherwise take all such steps as are necessary for the continued operation and maintenance of the Project, and the Power Producer shall completely cooperate in any such takeover of the Project by the User. If the Power User refuses to take over the Project on request by the Lender in accordance with clause 3(b) above, the Power Producer shall have the duty and obligation to continue to operate the Project in accordance with this Agreement till such time as the Selectee is finally substituted. The Lender and the Power User shall, simultaneously have the right to commence the process of substitution of the Power Producer by the Selectee in accordance with these terms, and the Power Producer hereby irrevocably consents to the same.

Process of Substitution of Power Producer

The Lender may, on delivery of a Substitution Notice notify the Power User and the Power Producer about the Lender's decision to invite and negotiate, at the cost of the Lender, offers from third parties to act as Selectee, either through private negotiations or public auction and / or a tender process, for the residual period of this Agreement. Subject to and upon approval of the Power User, such Selectee shall be entitled to receive all the rights of the Power Producer and shall undertake all the obligations of the Power Producer under this Agreement and any other Project documents executed between the Power Producer and the Power User, in accordance with these terms of substitution. Upon the Power User approving the Selectee, the Power Producer shall transfer absolutely and irrevocably, the ownership of the Project to such Selectee simultaneously with the amendment or novation of this Agreement and other Project documents executed between the Power Producer and Power User in favor of the Selectee.



BANK ACCOUNT DETAILS

NAME OF THE BENEFICIARY	TRUERE HAR SPV PRIVATE LIMITED
PRINCIPAL PLACE OF BUSINESS & ADDRESS	202-203 UDYOG KENDRA EXTN II BISRAKH DADRI GAUTAM BUDDHA NAGAR UTTAR PRADESH-201306
NAME OF THE BANK	AXIS BANK LIMITED
BANK ACCOUNT NO	924020015607024
TYPE OF BANK ACCOUNT - SB/CA/CC	CURRENT ACCOUNT (CA)
IFSC/NEFT/RTGS CODE	UTIB0002951
PHONE NO/FAX NO. WITH STD CODE	+91-9717055767
EMAIL ID OF CONTACT PERSON	truereharspv@gmail.com



Annual Solar Power Generation

Project :		1010.35KWp (Approx.)Solar On-Grid Power Project			
Location :		Distt. Udham Singh Nagar, Uttrakhand			
Expected Yearly Energy Generation Sheet(Per MW basis)					
End of Year	Yearly Degradation 'MWh' (Modules & System)	Global incident in coll. Plane (Glob Inc) 'kWh/Sq. Meter Yearly	Energy from Solar plant (E_Grid) 'MWh' Yearly	Energy from Solar plant (E_Grid) 'MWh' Yearly	Guaranteed Generation (90% of Expected Generation) "kWh"
	Degradation consider in PV system generation data		Per MW	Total Generation	Total Guaranteed Gen
	(A)	(B)	(C)	(D)	(E)
1	0%	1817	1,363	1,377	12,39,396
2	2%	1817	1,336	1,350	12,14,608
3	2.80%	1817	1,325	1,339	12,04,693
4	3.50%	1817	1,315	1,329	11,96,017
5	4.30%	1817	1,304	1,318	11,86,102
6	5.00%	1817	1,295	1,308	11,77,427
7	5.80%	1817	1,284	1,297	11,67,511
8	6.50%	1817	1,274	1,288	11,58,836
9	7.30%	1817	1,264	1,277	11,48,920
10	8.00%	1817	1,254	1,267	11,40,245
11	8.80%	1817	1,243	1,256	11,30,329
12	9.50%	1817	1,234	1,246	11,21,654
13	10.30%	1817	1,223	1,235	11,11,739
14	11.00%	1817	1,213	1,226	11,03,063
15	11.80%	1817	1,202	1,215	10,93,148



