

**LOAN AGREEMENT**

**DATED 28-03-2022**

**BETWEEN**

**M/s. OMC Power Private Limited**

**AS BORROWER**

**AND**

**INDIAN RENEWABLE ENERGY DEVELOPMENT AGENCY LIMITED (IREDA)**

**AS LENDER**

(Rupee Loan)

**(Secured against mortgage and/or hypothecation etc.)**



## LOAN AGREEMENT

No. \_\_\_\_\_

Dated **28-03-2022**

(Project No. 2591)

Borrower	M/s. OMC Power Private Limited
Details of Project	Installation of 45 Solar based plants in the State of Uttar Pradesh under Access to Energy Scheme (Project No. 2591) as defined in the Schedule II.
Loan Amount	<p>Rs. 2200.00 Lakhs</p> <p>➤ 40% of the Loan Amount (INR 88 Million) shall be released from the TRA account to the Borrower's current account immediately after the first disbursement.</p> <p>➤ 60% of the Loan Amount (INR 132 Million) shall be deposited in the TRA account in the form of FD with lien marked to IREDA.</p> <p>i. Balance 50% of the loan amount (INR110 Million) to be released to the Company post receipt of NOCs from other existing lenders and</p> <p>ii. Balance 10% (INR 22 Million) to be released to the Company post Creation &amp; Perfection of Security of Indenture of Mortgage of all the 45 Projects.</p>
Security	1. Mortgage of immovable Properties/ Exclusive charge by way of Assignment of Leasehold rights \ Lease deeds through Indenture of Mortgage of the project.
	2. Exclusive charge by way of hypothecation of all movable assets pertaining to the Project i.e. 45 Solar Mini-Grids.
	<p><b>3. Trust and Retention Account/Special Account/ Escrow Account:-</b> The Borrower shall open <b>Trust and Retention Account/Special Account/ Escrow Account</b> with Scheduled Bank for servicing IREDA repayment/payment of instalments of loans, interest, liquidated damages and other monies and deposit of sale proceeds of power and all other monies in respect of the Project / business and for the said purpose, the Borrower shall create a reserve of amounts equivalent to payment of one quarter of principal and interest amount. The TRA shall be opened and all formalities in regard thereto shall be complied with before drawl of first disbursement wherein all the Project revenues shall be deposited to the satisfaction of IREDA.</p> <p><b>DSRM equivalent to 1 quarter repayment obligation to be deposited in the TRA account in the form of FD upfront.</b></p>



	4. Bank Guarantee / Fixed Deposit with lien marked to IREDA equivalent to 10% of the loan amount i.e. <b>Rs. 220 Lakhs to be created upfront</b> , before release of disbursement. The Fixed Deposit furnished by borrower to IREDA pursuant to this Agreement shall be returned by IREDA when the Bank Guarantee for the same amount is submitted by Borrower to IREDA.
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Besides the above, the Borrower will deposit the following towards repayment of the loan:

- a) NACH Mandate/any similar instrument as per requirement towards payment of instalments of principal of Loan, from TRA pertaining to the Project.
- b) NACH Mandate/any similar instrument as per requirement towards payment of instalments of interest on Loan, from TRA pertaining to the Project.



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## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

Certificate No.	: IN-DL09617610052836U
Certificate Issued Date	: 26-Mar-2022 01:18 PM
Account Reference	: IMPACC (IV)/ dl806603/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL80660307413423446087U
Purchased by	: IREDA
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: IREDA
Second Party	: Not Applicable
Stamp Duty Paid By	: IREDA
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



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#### LOAN AGREEMENT

THIS AGREEMENT made on this 26<sup>th</sup> day of March, 2022 at New Delhi between M/s. OMC Power Private Limited a Company within the meaning of the Companies Act, 1956 and having its Registered Office at 603, Tower B, Unitech Business Zone, Nirvana Country, South City - 2, Sector 50, Gurgaon – 122 018, in the State of Haryana (hereinafter referred to as "the Borrower" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) of the one part:



#### Statutory Alert:

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



AND

M/s. Indian Renewable Energy Development Agency Limited (IREDA), a Company registered under the Companies Act, 1956 with its **Corporate Identity Number U65100DL1987GOI027265** and having its Registered Office at India Habitat Centre Complex, Ist Floor, Core-4A, East Court, Lodi Road, New Delhi-110 003 and Corporate Office at 03<sup>rd</sup> Floor, August Kranti Bhawan, Bhikaiji Cama Place, New Delhi – 110 066 (hereinafter referred to as "the IREDA" which expression shall, unless repugnant to the subject or context thereof, include its successors and assigns) of the other part.

## **ARTICLE - I**

### **DEFINITIONS : GENERAL CONDITIONS**

#### **1.1 DEFINITIONS**

For the purpose of this Agreement the following terms shall have the following meanings:-

- a) "Financing Plan" means the financing plan as described in Schedule III hereto.
- b) "General Conditions" mean the GENERAL CONDITIONS APPLICABLE TO ASSISTANCE PROVIDED BY INDIAN RENEWABLE ENERGY DEVELOPMENT AGENCY LIMITED (IREDA)
- c) "Project" means the project to be financed as described in Schedule -II hereto.

#### **1.2 GENERAL CONDITIONS**

The Loan hereby agreed to be granted by IREDA shall be subject to the Borrower complying with the terms and conditions set out herein and also in the General Conditions a copy of which has been annexed hereto. The General Conditions shall be deemed to form part of this Agreement and shall be read as if they are specifically incorporated herein. It is hereby clarified and noted that in case of any conflict between the conditions stipulated hereunder and the General Conditions hereinbefore, the Loan Agreement shall prevail to the extent of conflict between the conditions hereunder and the General Conditions





## **ARTICLE - II**

### **THE LOAN**

#### **2.1 AMOUNT AND TERMS OF LOAN**

The Borrower agrees to borrow from IREDA and IREDA agree to lend to the Borrower, on the terms and conditions contained herein as also in the General Conditions, the sum mentioned in Schedule-I amounting to Rs. 2200.00 Lakhs (Rupees Twenty Two Crores only). The said sum is hereinafter referred to as "the Loan".

#### **2.2 INTEREST:**

i) The Borrower shall pay to IREDA, on the amount of each disbursement, interest as prevalent on the date of each disbursement plus interest tax applicable, if any. At present the rate of interest is 11.50% p.a. (Fixed Interest Loan) as per Access to Energy Scheme under which category the Borrower falls.

Rate of interest applicable as per Access to Energy Scheme (Fixed Interest Loan wherein Interest Rate is linked to repayment period) under which the Borrower's Project falls

Such interest shall be payable monthly basis on the last date of each month.

#### **2.3 Further interest :**

All interest which shall become due during the currency of the loan or any part thereof and for the time being remaining unpaid, and all other moneys which have become payable by the Borrower to IREDA, in case the same is not paid on the dates on which they fall due, carry further interest and shall be computed from the respective date(s) of such interest or moneys accruing due and all such interest and further interest which have become payable but not paid, shall become payable upon the footing of compound interest with rests taken or made quarterly as hereinbefore provided.

#### **2.4 FRONT END FEE**

The Borrower shall pay one time lump-sum Up Front-End Fee @ 1.00 % of loan amount, plus the applicable Goods and Service Tax (GST) and other applicable Government levies before or on the date of execution of Loan Agreement. The Front - End Fee once paid is not refundable in any circumstances.

20% rebate on front end fee payment shall be applicable, if full front end fee is paid on or before 60 days from the date of IREDA sanction letter.

#### **Documentation Charge**

In addition to Front End Fee, the Borrower has to pay documentation charges of Rs. 1.00 Lakh plus the applicable Goods and Service Tax and other applicable Government levies at the time of loan documentation.



2.5 **LAST DATES OF WITHDRAWAL OF LOAN:**

Unless IREDA otherwise agrees and on such terms and conditions as IREDA might stipulate which may include the condition for charging higher rate of interest than what is mentioned in the Loan Agreement, the terminal dates shall be as follows:-

- i) Last date to sign Loan Agreement - Within 30 days from the date of sanction letter.
- ii) Last date to draw first installment of loan – Within 45 days from the date of Loan Agreement.
- iii) Last date to draw final installment of loan – Within 90 days from the date of Loan Agreement.

and that the Borrower shall abide by the decision of IREDA in this behalf.

2.6 **IMPOST, COSTS AND CHARGES :**

- I) The Borrower shall, during the currency of the loan bear all such imposts, duties and taxes (including interest and other terms, if any) as may be levied from time to time by the Government or other authority with the sanction of law pertaining to or in respect of the loan.
- II) The Borrower shall pay all other costs, charges and expenses (including cost of investigation of title to the Borrower's properties and protection of the IREDA's interest and/or for creation of mortgage in favour of IREDA by way of exclusive first charge in any way incurred by IREDA and such additional stamp duty, other duties, taxes, charges and other penalties if and when the Borrower is required to pay according to other laws for the time being in force in the State in which its properties are situated or otherwise.
- III) In the event of the Borrower, failing to pay the monies referred to in sub-clause (I) and (II), IREDA will be at liberty (but shall not be obliged) to pay the same. The Borrower shall reimburse all sums paid by IREDA in accordance with the provisions contained in the General Conditions.

2.7 : **Liquidated Damages on defaulted amounts etc. :**

- i) Default in payment of interest or any monies due will attract interest at the same rate as on the principal loan amount.
- ii) In case of default in payment of installments of principal, interest and all other monies (except liquidated damages) on due dates, liquidated damages, at the rate of 2.00% p.a. over and above the applicable rate of interest for the projects shall be payable.
- iii) The additional interest by way of liquidated damages for non-payment of interest and repayment of principal is calculated on daily basis. The number of days in a year being calculated as 365.





## 2.8 : **Reimbursement of Expenses :**

- i) The Borrower shall reimburse all sums paid by IREDA under the provisions of the Loan Agreement within 30 days from the date of Notice of demand from IREDA. All such sums shall be debited to the Borrowers loan Account and shall carry interest from the date of payment till such reimbursement at the applicable Lending Rate.
- ii) In case of default in making such reimbursement within 30 days from the date of notice of demand, the Borrower shall also pay on the defaulted amounts liquidated damages at the rate of 2.00% per annum from the expiry of 30 days from the date of notice of demand till reimbursement in accordance with the provisions of section 2.8.

## 2.9 **REPAYMENT**

The Borrower undertakes to repay the principal amount of the Loan in accordance with the Amortization Schedule set forth in Schedule V hereto.

## 2.10 **PREPAYMENT**

The Borrower shall have a right to prepay the loan, subject to applicable prepayment fee of 2% of the loan outstanding.

## 2.11 **Cancellation of the Loan**

IREDA may, notwithstanding anything contained herein or in any other Financing Document, and at any time till the Final Settlement Date, and without prejudice to any other rights and remedies available to the Lenders under the Financing Documents and/or under Applicable Law and without any prior notice, cancel the whole or any part of their undisbursed Commitment at any time during the currency of the Facility and upon such cancellation by IREDA, all the Obligations of the Borrower to the Lenders shall forthwith become due and payable by the Borrower to IREDA. The Borrower agrees to the same unconditionally and agrees that it will not dispute the same.



## **ARTICLE – III**

### **SECURITY**

#### **3.1 SECURITY FOR THE LOAN**

The loan together with the interest, interest tax, liquidated damages, commitment fee, up front fee premia on repayment or on redemption, costs, charges, expenses and other monies shall be secured by ;

- i) Exclusive Charge by way of Mortgage / Assignment of Leasehold rights / Lease deeds through Indenture of Mortgage of the Project in favour of IREDA on all the immovable properties of the Borrower both present and future, pertaining to installation of 45 solar plants in the State of Uttar Pradesh under Access to Energy Scheme (Project No. 2591). Exclusive Charge by way of Mortgage / Assignment of Leasehold rights / Lease deeds through Indenture of Mortgage of all the Project shall be created within 180 days of first disbursement to the satisfaction of IREDA.
- ii) Exclusive Charge by way of hypothecation in favour of IREDA of all the Borrower's movable assets/properties both present and future wherever situate, pertaining to the Project in the State of Uttar Pradesh under Access to Energy Scheme (Project No. 2591) both present and future.
- iii) **Trust and Retention Account/Special Account/ Escrow Account:-** The Borrower shall open **Trust and Retention Account/Special Account/ Escrow Account** with Scheduled Bank for servicing IREDA repayment/payment of instalments of loans, interest, liquidated damages and other monies and deposit of sale proceeds of power and all other monies in respect of the Project / business and for the said purpose, the Borrower shall create a reserve of amounts equivalent to payment of one quarter of principal and interest amount. The TRA shall be opened and all formalities in regard thereto shall be complied with before drawl of first disbursement wherein all the Project revenues shall be deposited to the satisfaction of IREDA
- iv) DSRM equivalent to 1 quarter repayment obligation.
- v) Bank Guarantee/ Fixed Deposit with lien marked to IREDA, equivalent to 10% of the loan amount i.e. Rs. 220 Lakhs to be created upfront, before release of disbursement. The Fixed Deposit furnished by borrower to IREDA pursuant to this Agreement shall be returned by IREDA when the Bank Guarantee for the same amount is submitted by Borrower to IREDA.
- vi) The company shall intimate IREDA in case whole time directors resign from their office/s as Managing Director/Whole time Director(s).

Additional Interest rate of 1% may be charged for non-creation of security in the stipulated timeline till the same is created as per IREDA guidelines.



3.2 **CREATION OF ADDITIONAL SECURITY:**

If, at any time during the subsistence of this Agreement and an event of default have occurred and persisting, IREDA is of the opinion that the security provided by the Borrower has become inadequate to cover the balance of the Loan then outstanding, then, on IREDA advising the Borrower to that effect, the Borrower shall provide and furnish to IREDA, a mutually agreeable additional security to reasonably cover the outstanding debt service to cover such deficiency.

3.3 **ACQUISITION OF ADDITIONAL IMMOVABLE PROPERTIES**

So long as any monies remain due and outstanding to IREDA, the Borrower undertakes to notify IREDA in writing of all its acquisitions of immovable properties pertaining to the Project and as soon as practicable thereafter to make out a marketable title to the satisfaction of IREDA and charge the same in favour of the IREDA by way of first charge in such form and manner as may be decided by IREDA.

3.4 **GUARANTEE**

**Not Applicable**





**Article - IV**

**INTERIM DISBURSEMENTS TO THE BORROWER**

The Borrower agrees that upon creation of mortgage security of immovable properties on substantive basis in favour of IREDA, disbursements made by IREDA to the Borrower at the sole discretion of IREDA pending creation substantive security of mortgage of immovable properties and other securities as stipulated by IREDA, interim loan(s) advanced to the Borrower shall be deemed to be as and by way of regular loan disbursements made by IREDA under these presents.



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**ARTICLE - V**

**APPOINTMENT OF NOMINEE DIRECTORS**

The Borrower agrees that in case of an event of default IREDA shall be entitled to appoint and withdraw from time to time 1 nominee director on the Board of Directors of the Borrower at any time during the currency of this Agreement.



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**ARTICLE - VI**

**SPECIAL CONDITIONS**

The Loan hereby granted shall also be subject to the Borrower complying with the special conditions and other conditions set out in Schedule VI hereto.



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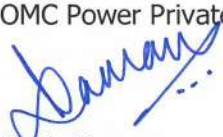





**ARTICLE - VII**

**EFFECTIVE DATE OF AGREEMENT/ PLACE OF DISBURSEMENT OF LOAN BY IREDA AND REPAYMENT BY BORROWER ETC.**

- I) This Agreement shall become binding on the Borrower and IREDA on and from the date first above written and after both IREDA and Borrower have executed the same. It shall be in force till all the monies due and payable under this Agreement are fully paid off.
- II) The loan will be advanced by IREDA to the Borrower and repaid by the Borrower to IREDA at New Delhi and Civil Courts/Tribunals in Delhi/ New Delhi alone shall have jurisdiction to entertain any suit or other legal proceedings arising out of this Agreement.

In witness whereof the Parties hereto have caused their authorized representatives to execute this Agreement

<p>On behalf of BORROWER OMC Power Private Limited</p> <p> Pooja Raman Authorized Representative</p> <p> Alwin Thomas Authorized Representative</p>	<p>On behalf of LENDER IREDA</p> <p> Authorized Representative</p> <p></p> <p>Authorized Representative</p>
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**SCHEDULE I**

Particulars of Loan

Name of the Lender	Total Loan
Indian Renewable Energy Development Agency Limited (IREDA)	Rs. 2200.00 Lakhs (Rupees Twenty Two Crores only)



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**SCHEDULE II**

**The Project**

The Project envisages installation of 20 solar based power plants catering electricity to rural business and communities and 25 solar power plants catering electricity to telecom towers, comprising a total 45 Solar based plants in the State of Uttar Pradesh under Access to Energy Scheme (Project No. 2591).





**SCHEDULE III**  
**FINANCING PLAN**

a) **Estimated cost of the Project:**

The estimated cost of the Project is Rs. 31.50 Crores made up as under:

**A) Break-up of Project Cost:**

<b>S No.</b>	<b>Item</b>	<b>Amount (Rs. in Crores)</b>
1.	Land Cost and Site Development	0.34
2.	Plant and Machinery (Solar panels, batteries, inverters, Diesel Gensets, Balance of Systems)	10.13
3.	Cabling, Transmission and Distribution Network	3.90
4.	Electrical equipment platforms, Civil & Installation, Shelter, I&C	5.70
5.	Preliminary development and pre-operative costs	7.00
6.	Working Capital Margin	3.00
7.	Contingencies	1.50
	<b>Total</b>	<b>31.50</b>

**B) Means of Financing:**

The Cost of the Project estimated at Rs. 31.50 Crores is proposed to be financed as under:

<b>S. No.</b>	<b>Particulars</b>	<b>Amount (Rs. In Crores)</b>	<b>Percentage %</b>
<b>A.</b>	<b>Equity Contribution</b>		
i)	CCPS	9.50	30.16%
<b>B.</b>	<b>Term Loans Proposed</b>		
i)	Term Loan form IREDA	22.00	69.84%
	<b>Total Project Cost</b>	<b>31.50</b>	<b>100%</b>



**SCHEDULE IV**

**PARTICULARS OF INTEREST**

<b>Name of the Lender</b>	<b>Rate of Interest</b>
IREDA	<p>The Borrower shall pay to IREDA, on the amount of each disbursement, interest as prevalent on the date of each disbursement plus interest tax applicable, if any. At present the rate of interest is 11.50% p.a. as per Access to Energy Scheme under which category the Borrower falls.</p> <p>Such interest shall be payable monthly basis on the last date of each month.</p>



**SCHEDULE V**

**AMORTISATION SCHEDULE**

<b>Number of Instalments</b>	<b>Date of payment due</b>	<b>Payment of Principal (Rs. in Lakhs)</b>
First	30-06-2022	78.57
Second	30-09-2022	78.57
Third	31-12-2022	78.57
Fourth	31-03-2023	78.57
Fifth	30-06-2023	78.57
Sixth	30-09-2023	78.57
Seventh	31-12-2023	78.57
Eighth	31-03-2024	78.57
Ninth	30-06-2024	78.57
Tenth	30-09-2024	78.57
Eleventh	31-12-2024	78.57
Twelfth	31-03-2025	78.57
Thirteenth	30-06-2025	78.57
Fourteenth	30-09-2025	78.57
Fifteenth	31-12-2025	78.57
Sixteenth	31-03-2026	78.57
Seventeenth	30-06-2026	78.57
Eighteenth	30-09-2026	78.57
Nineteenth	31-12-2026	78.57
Twentieth	31-03-2027	78.57
Twenty First	30-06-2027	78.57
Twenty Second	30-09-2027	78.57
Twenty Third	31-12-2027	78.57
Twenty Fourth	31-03-2028	78.57
Twenty Fifth	30-06-2028	78.57
Twenty Sixth	30-09-2028	78.57
Twenty Seventh	31-12-2028	78.57
Twenty Eighth	31-03-2029	78.61
	<b>Total</b>	<b>2200.00</b>

Provided that the Borrower notes and agrees that:-

- i) the grace period of maximum \_\_03\_\_ months which in turn shall be linked to the date of first disbursement of the main Loan at the sole discretion of IREDA and that the Borrower shall abide by the decision of IREDA, and

The Loan will however, be repaid in 28 quarterly installments.



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The Borrower shall pay the interest monthly basis on the last date of each month during construction and grace period also.

The loan shall be repaid in quarterly installments payable on 31<sup>st</sup> March, 30<sup>th</sup> June, 30<sup>th</sup> September, and 31<sup>st</sup> December, each year.

The Borrower shall deposit NACH Forms towards repayment of installments of principal of Loan amount in accordance with agreed repayment schedule and installments of interest payable thereon.

The Borrower agrees, declares and undertakes that NACH Forms shall be issued on the TRA Account, the Borrower shall not cancel the NACH Forms deposited with IREDA and shall not close the Bank A/c on which NACH Forms have been issued and also shall not give instructions for stop payment of the NACH Forms or give any contrary instructions for presentation of NACH Forms nor change mode of operation with the exception of signatories of Bank A/c on which NACH Forms have been issued during the currency of IREDA Loan.



## **SCHEDULE VI**

### **SPECIAL CONDITIONS**

The Borrower notes, confirms, declares, agrees and undertakes as under:-

#### **A) Pre-disbursement conditions/Execution of Loan Documents**

Before availing of loan assistance from IREDA, the Borrower shall have complied with and furnished/ agrees to comply with the following conditions to the satisfaction of IREDA:-

##### **Before Execution of the Loan Agreement**

- i) Submitted Resolution as passed by the Board of the Borrower at a regularly convened Board Meeting, authorising borrowing of loan as per the Sanction Letter and execution of Loan Documents in the prescribed form of IREDA.
- ii) The Borrower has submitted Auditor's certificate that the provisions of Section 180 (1) (a) and (c) of the Companies Act, 2013 are not applicable, it being a Private Company and not a subsidiary of Limited Company.
- iii) Deposited Front End Fee @ 1.00 % of loan amount, plus the applicable Goods and Service Tax (GST) and other applicable Government levies before or on the date of execution of Loan Agreement. The Front - End Fee once paid is not refundable in any circumstances.

20% rebate on front end fee payment shall be applicable, if full front end fee is paid on or before 60 days from the date of IREDA sanction letter.

##### **Documentation Charge**

In addition to Front End Fee, the Borrower has to pay documentation charges of Rs. 1.00 Lakh plus the applicable Goods and Service Tax and other applicable Government levies at the time of loan documentation.

- iv) Submitted a Certificate from Advocate that the Borrower has acquired the land and it has prima facie good and marketable title.
- v) Submitted Search Report from the Company Secretary after taking searches in the Office of Registrar of Companies and records maintained by the Borrower.
- vi) Furnished photographs / photocopy of Passport / PAN & DIN of the Directors / Executives who would execute documents with IREDA on behalf of the Borrower.



- INDIAN RENEWABLE ENERGY DEVELOPMENT AGENCY LTD.
- Core-IAE at Plot,  
1st Floor in the National Centre,  
Laxi Road,  
New Delhi-110023





- xiv) The Borrower declares and confirms that the Contracts/Sub-contracts/orders for supply of Plant and Machinery and contracts/Sub-contracts/orders for Civil Works have not been awarded or proposed to be awarded to the Firms and Group Companies of the Borrower and that the directors of the Borrower are not interested/connected in any way in such Firms/Companies. The Borrower hereby agrees and undertakes that the Borrower shall obtain prior permission/approval of IREDA for placing order for machineries/raw materials/services and award of Civil Contracts to the Machinery Suppliers/Contractors belonging to associate/group Companies.
- xv) The Borrower declares and undertakes that none of its Director is willful defaulter nor its Directors are on the Boards of the companies declared as willful defaulters within the Guidelines of RBI and that they shall not induct a director hereafter who is a willful defaulter.

**Borrower's Undertakings (M/s. OMC Power Private Limited) :-**

1. The Borrower agrees and undertakes to meet any cost overruns, over and above the estimated Project cost on account of increase in product prices, without recourse to the Lenders, in form and manner satisfactory to the Lenders.
2. The Borrower agrees and undertakes to open TRA account and agree to deposit in the TRA all the revenue proceeds from the customer towards sale of power through the Project and also agree that withdrawal of money from the TRA can only be done as per TRA Agreement.

**General conditions as applicable to the Borrower for the Project:**

1. The Borrower agrees and undertakes that the Borrower would be eligible for milestone-based incentive equivalent to 5% of the loan amount if the Borrower installs minimum 80% of the Project.
2. The Borrower agrees and undertakes that any Capital Subsidy / Interest Subsidy / CDM proceeds as may be applicable for the Project, shall be deposited in the IREDA Trust & Retention Account only.
3. The Borrower agrees and undertakes to obtain prior permission from IREDA for signing of ERPA for sale of carbon credits of the Project, if it desires so and agree to deposit the proceeds in the TRA.
4. The Borrower agrees and undertakes to ensure compliance of Related Party Transaction regulations as may be applicable.
5. The Borrower agrees and undertakes to submit TRA statement every quarter during tenure of IREDA loan.
6. The Borrower agrees and undertakes that DSRA provided by KfW equivalent to 22.50% of the loan amount shall be deposited in TRA account and will be released to the Borrower only if the account will never be in payment default for more than 90 days during the loan tenure and the same is adjusted against final installment/s of the loan.





7. Submit to IREDA every year its annual audited account statements viz. Balance sheet, Profit & Loss statement and the cash flow statement, immediately on these being published.
8. The Borrower agrees and undertakes that in case of profitability of the Borrower, IREDA reserves the right to implement the 'cash sweep-in' limited to the cash flows from the Project.
9. The Borrower agrees and undertakes to seek approval from IREDA in case there is any plan for change in management of the Borrower at any time during the loan period, and IREDA agrees to provide such approval within 3 working days.
10. The Borrower agrees and undertakes to adhere / comply that CCD/CCPS shall not be redeemed from cash flows related to the Project on which IREDA has the charge, till IREDA loan tenure and any payment related to CCD/CCPS pertaining to the Project shall not be obliged till IREDA has any due or overdue.
11. The Borrower agrees and undertakes to provide Resolution regarding borrowing power / limit in the Articles of Association under section 181 C.
12. The Borrower agrees and undertakes that IREDA shall charge 1% additional interest rate in case of non-creation of security within 180 days from the date of signing of Loan Agreement.
13. The Borrower agrees and undertakes to submit to the IREDA every year its annual audited account statements viz. balance sheet, Profit & Loss and cash flow statements, immediately on these being published.
14. The Borrower agrees and undertakes to take all possible steps for cleaning the modules / maintenance of the quality of the product at regular intervals.
15. The Borrower agrees and undertakes to maintain the Debt Equity Ratio and DER shall not be more than 3:1 in any year.
16. The Borrower agrees and undertakes to adhere to the following (wherever applicable):
  - I. Operate and maintain of the systems with proper (safety) measures.
  - II. Should not employ children below 14 years.
  - III. Use (hazardous) chemicals with proper safeguards and store them properly
  - IV. Comply with accepted standards and regulations regarding land cultivation
  - V. Reduce the amount of waste by improving the process or recycling
  - VI. Prevent land erosion or degradation as may be applicable
  - VII. Take precautions in waste disposal, not dump liquid or solid waste in public places
  - VIII. Avoid, reduce and control processes that pollute the air
  - IX. Take steps to protect own health and that of employees / beneficiaries / neighbors from the hazards / negative impacts from the systems deployed.
  - X. Comply with government regulations
  - XI. Battery disposals will be as per the accepted standard procedure.



17. The Borrower agrees and undertakes to: -

- i. To affix plate on the Systems, Machinery and Equipment's, that the Project has been financed by IREDA.
- ii. To put up a visible and notable sign Board at the site office and Project site with the details of capacity of project, and amount financed by IREDA, so long as IREDA's loan subsists by producing photographs at regular intervals.
- iii. The Borrower, its representatives, agents, employees have not indulged in and shall not indulge in any "corrupt practice" meaning the offering, giving, receiving or soliciting of anything of value to influence the action of officials of Lender in the sanction of and in availing Loans.
- iv. In the event of occurrence of the above and IREDA having come to the knowledge of the same, without prejudice to other rights of IREDA, IREDA may, by notice in writing to the Borrower, terminate the right of the Borrower to make withdrawal of the Loans. Upon such notice, the undrawn amount of the Loan shall stand cancelled, and Loan already disbursed shall become due and payable immediately, irrespective of Amortization Schedule in the Loan Agreements as amended from time to time, without any liability on the part of IREDA for any consequences. Subject to the same notwithstanding any cancellation, suspension or termination pursuant to the aforesaid provisions, all the provisions of the Loan Agreement shall continue to be in full force and effect as herein specifically provided.

**Terms and Conditions to be complied with before first disbursement of loan:**

**The first installment of loan will be released on furnishing / completion of following:**

1. Legal documentation formalities excluding creation of mortgage in accordance with Loan Agreement. The creation of mortgage shall be completed within 180 days from the first disbursement.
2. Formal request for disbursement indicating the plan of utilization of funds and the items on which expenditure is to be incurred.
3. Furnishing the item-wise physical progress of the project.
4. Inspection of the project
5. Furnishing of Chartered Accountant's certificate in IREDA's prescribed format, interalia, covering the following information/ confirming.
  - a. Item-wise expenditure already incurred on the project.





- b. Utilization certificate of equity contribution indicating the expenditure incurred towards Project before opening the No -Lien Account/TRA/Special Account and after opening No- Lien Account/TRA/Special Account.
  - c. The equity contribution have been brought in as stipulated in the Loan Agreement for 1st disbursement.
6. A copy of latest printed Annual Report of the Borrower duly certified by one of the Directors or Company Secretary. In case the Annual Report pertains to the financial year which expired more than six months ago, updated provisional accounts of the Borrower of the current year duly certified by Director(s) / Chief Executive/CFO/MD of the Borrower would need to be furnished.
  7. Payment of inspection and legal charges, if applicable.
  8. Induction of Nominee Director on the Board, if any, appointed by IREDA.
  9. Appointment of Concurrent Auditors / Engineers, if applicable and advised by IREDA.
  10. Confirmation that necessary infrastructure has been established to absorb the funds being requested.
  11. Copies of Agreements have been entered into by the Borrowers with the Suppliers of machinery and Contractors, if applicable.
  12. The Borrower agrees and undertakes to submit all the commissioning certificates for each plants (OR) Commissioning certification / confirmation for all the 45 solar plants / Project financed by IREDA, shall be submitted by Empaneled LIE based on the site visits conducted on random basis.
  13. The Borrower agrees and undertakes to obtain Credit Opinion Report from RBL and all their other existing lenders w.r.t. operation of the Borrower's accounts in the respective banks.

The Borrower agrees and undertakes to obtain NOC from RBL and other lenders, if any; w.r.t. to this loan and creation of exclusive charge on the Project in favour of IREDA. The NOC may be provided with 90 days of first disbursement.

14. The Borrower agrees and undertakes that Inspection / verification of the Project along with the beneficiaries of the solar systems would be carried out to the satisfaction of IREDA.
15. The Borrower agrees and undertakes to before availing first disbursement, the Borrower shall open TRA account and all the power sale proceeds for the electricity supply will be deposited by the Borrower in the TRA account. Withdrawal of money can be done as per TRA Agreement.
16. The Borrower agrees and undertakes to demonstrate and submit all necessary documents pertaining to expenditure incurred toward Project as per IREDA formats duly certified by Chartered Accountant / Statutory Auditor along with supporting documents towards end use such as invoices, receipts, bank statements etc., to the satisfaction of IREDA.
17. The Borrower agrees and undertakes to submit duly filled and signed disbursement formats.



### Conditions to be complied before taking subsequent disbursement

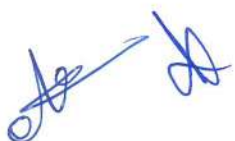
- a) The Borrower agrees and undertakes to demonstrate and submit all necessary documents pertaining to expenditure incurred toward Project as per IREDA formats duly certified by Chartered Accountant / Statutory Auditor along with supporting documents towards end use such as invoices, receipts, bank statements etc., to the satisfaction of IREDA.
- b) The Borrower agrees, confirms and undertakes that Borrower has complied with all the conditions stipulated at the time of previous disbursement.
- c) The Borrower agrees and undertakes that inspection / verification of the beneficiaries of the solar systems would be carried out to the satisfaction of IREDA as may be required.
- d) The Borrower agrees and undertakes to submit duly filled and signed disbursement formats.
- e) Legal documentation formalities excluding creation of mortgage in accordance with Loan Agreement. Mortgage to be created within 180 days of first disbursement.

### Subsequent Disbursement

1. The subsequent disbursement/s shall be made on pro rata basis to the equity contribution brought in for the Project and also taking into account the following, in addition to, compliance of pending conditions/formalities for earlier disbursements.
2. Conditions laid down at the time of last release of funds have been complied with to the satisfaction of IREDA unless otherwise permitted to be complied later.
3. Views of Nominee Director, if required, have been obtained.
4. Satisfactory progress on the Implementation of the project.
5. Project inspection by IREDA official or its nominees, if required.
6. Interest payment up-to-date has been received/being adjusted from IDC by IREDA.
7. Reports of Concurrent Auditors, wherever appointed by IREDA are received.
8. Annual Reports as being sought at the time of first disbursement.
9. Documents required to be furnished for claiming reimbursements if any, by IREDA from International Lenders are submitted.
10. Furnishing of Chartered Accountants/Statutory Auditors Certificate along with documents as applicable for first installment of Regular disbursement.

### c) Other conditions :

It is hereby clarified and noted that in case of any conflict between the conditions stipulated hereunder and the General Conditions hereinbefore, the Loan Agreement shall prevail to the extent of conflict between the conditions hereunder and the General Conditions.





The Borrower shall submit the following documents/comply with the following conditions:-

- i) Complete legal documentation including creation of security.
- ii) Furnish certificate from Borrower's Chartered Accountants/Statutory Auditors showing the item-wise expenses incurred on the Project and amount already invested in the Project and means of finance for the same with reference to approved component of Project costs/sources of funds.
- iii) Compliance of terms and conditions indicated in the Loan Sanction Letter.
- iv) The Borrower agrees and confirms that application for obtaining electrical connection has been tendered to the Electric Utility for the Project and necessary deposit has been made/paid for the said purpose.
- v) The Borrower agrees and undertakes that the Borrower shall furnish an authenticated copy of permission of State Government or other Government Departments including State Electricity Board, if any, required, for implementation of the project.
- vi) The Borrower agrees and undertakes that the Borrower shall obtain requisite approvals / No Objection Certificates/ enter into agreements for implementation of the Project from/with State and Central Government Agencies, particularly State Electricity Board, State Pollution and Environment Control Board and local bodies and furnish copies of the same to IREDA, if required.
- vii) The Borrower agrees and undertakes the Borrower has brought in an amount of Rs. 9.50 Crores from CCPs its contribution or any such higher amount required to meet any shortfall if it arises to meet the cost of the Project as per Means of Finance and/or for working capital requirements. The Borrower agrees and undertakes that it shall increase its authorised capital, if required.
- viii) The Borrower has implemented and fully capitalized the cost of the Project within the projected time schedule and within the overall cost of Rs. 31.50 Crores, in accordance with the financing plan as approved by IREDA.
- ix) The Borrower agrees and undertakes to furnish copy of Plan/Map for the land/Project site to IREDA.
- x) The Borrower agrees and undertakes to furnish a detailed schedule of implementation of the Project to IREDA to the satisfaction of IREDA.
- xi) The Borrower agrees and undertakes :-
  - a) To affix plate on the Systems, Machinery and Equipments and to put up a visible and noticeable Sign Board of at least 6'x4' size at the site office and Project site indicating that the Project is charged to M/s. Indian Renewable Energy Development Agency Limited (IREDA) with the details of capacity of project, and amount financed by IREDA, so long as IREDA's loan subsists. The name of IREDA shall be clearly legible and easily visible.
  - b) To put up a visible and noticeable Direction Board at the major roads leading to Project Site of at least 7'x5' size with the same details as mentioned in (a) above.



- c) The size of lettering of both i.e., Sign Board and Direction Board, shall be at least 75% of the size of the lettering used for the Firm's Name e.g. if the size of the letters used in Firms Name is 6" then it shall be at least 4.5" for IREDA's details and so on. The Letters shall be in bold capital in black on a white background.
- xii) The Borrower shall make arrangements for erection and commissioning of the said Project to the satisfaction of IREDA.
- xiii) A) The Borrower shall keep the mortgaged and charged properties in good condition at its own cost and shall keep the same insured up to the replacement value thereof as approved by IREDA (including Surveyor's fee) the properties charged/to be charged to IREDA and such of its other properties as are of an insurable nature against fire, theft, lightening, explosion, storm, tempest, flood, earthquake, riot, strike, civil commotion, erection and such other risks as may be specified by IREDA, and shall duly pay all premia and other sums payable for that purpose. The insurance in respect of the properties charged/to be charged to IREDA shall be taken in the joint names of the Borrower and IREDA and any other person or institution having an insurable interest in the properties of the Borrower and acceptable to IREDA. The Borrower shall keep deposited with IREDA, the insurance Policies and renewals thereof.
- B) In the event of failure on the part of the Borrower to insure the properties or to pay the insurance premia or other sums referred to above, IREDA may (but shall not be obligatory) get the properties insured or pay the insurance premium and other sums referred to above, as the case may be.

All such sums debited (hereinafter called the "said sums") shall carry interest at the rate of 1.00% more than/above the documented rate from the date of payment till such sums are reimbursed. The said sums shall be reimbursed within 30 days from the date of demand from IREDA. In case of default in making such reimbursement within 30 days from the date of notice of demand, the said sums together with interest applicable shall become payable on the footing of compound interest with quarterly/monthly rests in the manner as provided for payment of interest other than defaulted amounts and the Borrower shall also pay on the defaulted amounts, liquidated damages at the rate of 2.00% per annum from the expiry of 30 days from the date of notice of demand till reimbursement.

Further, the Borrower shall provide copies of renewed insurance policies, 15 days prior to the expiry of existing insurance policies.

C) Loss or damage by uncovered risks

The Borrower shall promptly inform IREDA of any loss or damage which the Borrower may suffer due to any force majeure circumstances or act of God, such as earthquake, flood, tempest or typhoon, etc., against which the Borrower may not have insured its properties.

- xiv) The Borrower agrees and undertakes to obtain the Project clearance for the Project from State Electricity Board and/or State Government, if required.





- xv) The Borrower agrees and undertakes that the Borrower shall not change its present constitution in any way and the Borrower shall not go for merger/demerger/amalgamation and/or any scheme of arrangement without the previous consent of IREDA in writing and IREDA shall have right to refuse/impose such conditions as it may consider essential.
- xvi) The Borrower agrees and undertakes that IREDA's loan will be utilised only for the Project approved by IREDA and to meet the eligible cost of expenditure and materials and for no other purposes whatsoever.
- xvii) The Borrower agrees and undertakes to pay to IREDA the inspection and legal charges etc., incurred in connection with the Project from time-to-time.
- xviii) The Borrower agrees and undertakes not to change supplier(s) of machinery(ies) as already approved by IREDA, without previous consent of IREDA in writing.
- xix) The Borrower agrees and undertakes to furnish two copies of its Annual Reports every year to IREDA during the currency of IREDA's loan.
- xx) The Borrower agrees and undertakes that the scope of the Project beyond the quantity design, and specifications approved by IREDA shall not be changed without the approval of IREDA in writing.
- xxi) The Borrower agrees and undertakes to use and utilise the Project loan money solely for the Project and for no other purposes. The Borrower shall not, without the prior permission of IREDA invest any part of the loan money advanced by way of deposits, loans, share capitals or otherwise in any concern. The Borrower agrees, undertakes and confirms that in case it is found that the Borrower has not utilised the loan for the purposes for which it has been advanced and/or has misutilised the loan, the Borrower shall refund/reimburse the loan amount with interest at the rate of 16.00% p.a. without rebate plus interest tax at the applicable rate plus liquidated damages to IREDA and the Borrower shall abide by the decision of IREDA in this behalf.
- xxii) The Borrower agrees and confirms that all interest, concessions/rebates, if any, will be available to the Borrower on the condition that the Borrower pays the instalments of loan and interest on or before due dates and the Borrower shall abide by the decision of IREDA. The NACH Mandate, if stipulated are to be given for the gross amount.
- xxiii) The Borrower agrees and undertakes to IREDA that the Borrower shall not ask for release of last 5% of the loan amount for the Project until the Project has been commissioned and/or Commissioning Certificate issued by the State Electricity Board or any other prescribed Authority has been furnished to the satisfaction of IREDA and that the Borrower shall abide by the decision of IREDA and shall not raise any objection thereto.



- xxiv) The Borrower agrees and undertakes to IREDA that if any subsidy and/or Grant and/or loan is sanctioned to the Borrower by any Bank/Institution/Government and/or Government Agency over and above the amounts mentioned in the Means of Finance, the same shall be utilised towards reduction of loan of IREDA and that the Borrower shall abide by the decision of IREDA. This provision shall only be restricted to the 45 sites forming part of the Project.
- xxv) The Borrower agrees, notes and confirms that if any subsidy is sanctioned by Government/Government Agency and which subsidy is routed/monitored by IREDA, IREDA shall pass on interest subsidy to the Borrower by way of adjustment only after the dues of IREDA for relevant quarter has been paid in full by the Borrower and that the Borrower shall abide by the decision of IREDA.
- xxvi) The Borrower declares that the Borrower does not belong to any Group in the country going by the principle of commonality of Management and Effective Control by other Companies. Supported by Auditor's certificate.
- xxvii) The Borrower notes and confirms that IREDA shall have the right to review/revoke the sanction of loan to the Borrower and in case loan has already been disbursed to withhold disbursement of balance loan and to recall the loan already advanced in the event of subsequent developments coming to the notice of IREDA, which may materially affect the health of the Borrower and if Borrower comes to the conclusion that the Borrower shall not be able to implement the Project and the Borrower shall abide by the decision of IREDA.
- xxviii) The Borrower agrees and confirms that in case the Borrower commits default in repayment of the loan/advances or in repayment/payment of installment of interest or any other agreed installment of the loan on due date/s, IREDA shall have an unqualified right to disclose or publish the Borrower's name and names of its Directors as defaulters in such manner and through such medium as IREDA in its absolute discretion may think fit and that the Borrower shall not raise any objection thereto.
- xxix) The Borrower agrees and undertakes with regard to the Project to IREDA that if any loan and/or subsidy and/or grant and/or incentive and/or benefit is/are sanctioned/granted to the Borrower under Clean Development Mechanism/Programme and/or Carbon Credit Programme by any Bank/Institution and/or State Govt. and/or Central Govt. and/or Govt. Agency and/or by Foreign Country and/or by a International Agency and/or by any International Institution, the Borrower shall obtain No Objection/Clearance in writing from IREDA before availing of loan and/or Subsidy and/or Grant and/or incentive/benefits under the above programmes and the Borrower shall abide by the decision of IREDA.
- xxx) The Borrower agrees and undertakes with regard to the Project to IREDA that if any loan and/or subsidy and/or grant and/or incentive and/or benefit is/are sanctioned/granted to the Borrower under Clean Development Mechanism/Programme and/or Carbon Credit Programme by any Bank/Institution and/or State Govt. and/or Central Govt. and/or Govt. Agency and/or by Foreign Country and/or by a International Agency and/or by any International Institution and which loan and/or Subsidy and/or Grant and/or Incentive and/or benefit is/are not provided in the means of Finance as approved by IREDA, the same shall be utilised towards reduction of loan of IREDA and that the Borrower shall abide by the decision of IREDA and that the Borrower shall not raise any objection thereto.





- xxxi) The Borrower notes that IREDA has sanctioned loan of Rs. 2200.00 Lakhs to the Borrower for installation of the Project in the State of Uttar Pradesh under Access to Energy Scheme. In an event of default, the Borrower agrees and undertakes that in case, circumstances so warrant and in case it is decided by IREDA at its sole discretion and which decision shall be binding on the Borrower, IREDA shall reserve/have the right to ask the Borrower to hive – off the present Project being financed by IREDA from other Projects of the Borrower by transferring the present Project so hived-off to a new Company to be incorporated for the said purpose and the Borrower shall complete the formalities to give effect to this condition within time bound programme as may be intimated by IREDA to the Borrower.
- xxxii) The Borrower agrees and undertakes that the Borrower shall furnish to IREDA list of all the Directors on its Board alongwith list of the companies in which they are interested as Directors and that the said list shall be furnished to IREDA on or before signing of the Loan Agreement and at every time when new Director is taken on its Board till such time as loan of IREDA is paid in full.
- xxxiii) The Borrower further agrees, undertakes and confirms that the Borrower shall not induct any Director on its Board and which Director is also a Director in other company(ies) and which company(ies) have been declared/identified as Willful Defaulters within the guidelines as issued by RBI. The Borrower further agrees and undertakes that in case it is observed by the Borrower, subsequently, at any stage during the currency of IREDA's loan that its Director/s are Director/s of companies which have been declared/identified as Willful Defaulters, the Borrower shall take expeditious/effective steps to drop/remove such a Director from its Board by requesting the concerned Director to resign as Director and the Borrower shall keep IREDA informed of the same from time to time.
- xxxiv) The Borrower agrees, notes and undertakes that while procurements of Equipments, Plant and Machinery from Machinery Suppliers and award of civil works to Civil Contractors shall be one to one transaction(s) between the Borrower and Machinery Suppliers and Civil Contractors and that IREDA shall in no way to be responsible/liable for the contractual obligations between the Borrower and Suppliers/Contractors, however, the Borrower shall obtain prior approval in writing of IREDA if the procurement of equipments, plant and machinery is made from the Machinery Suppliers and Civil Contracts are awarded to Firms and Companies which are Group Companies of the Borrower and in Firms and Companies the Directors of the Borrower are associated/ interested in one way or the other before signing of Machinery Supplies Agreement/Award of Civil Contracts. This is to be ensured besides compliance of provisions of Companies Act, 1956 and under the provisions of Companies Act, 2013 and other applicable laws before entering into Agreements/Contracts with Firms, Group Companies including Firms and companies where the Directors of the Borrower are associated/are interested. In cases where the equipments, plant and machinery are procured from Machinery Suppliers and/or civil contracts are awarded to contractors which do not belong to the Firm and Group Companies of the Borrower and Directors of the Borrower are not connected in any way with such Firm/ Group companies, in those cases, the Borrower shall give suitable Declaration to that effect on or before signing of Loan Agreement with IREDA and that the Borrower shall abide by the decision of IREDA.





- xxxv) The Borrower agrees and undertakes that it shall forward to IREDA Post Commissioning Monitoring quarterly progress report and other information in the prescribed form of IREDA at the end of each quarter and these quarterly reports shall continue to be submitted to IREDA by the Borrower until the entire loan of IREDA has been repaid in full.
- xxxvi) The Borrower agrees and undertakes to IREDA that it shall not go for borrowing of loan from any financial institution/Bank over and above the approved means of finance with regard to the Project for substantial expansion of existing project/s involving having capital expenditure without prior written approval of IREDA.
- xxxvii) The Borrower declares and confirms that the Borrower is duly complying with the provisions of the Companies Act, 1956/Companies Act, 2013 as applicable, in all respects and there is no default on this account as on date. The Borrower further agrees and undertakes that it shall comply with the provisions of the Companies Act, 1956/Companies Act, 2013 and shall not commit any default hereafter.
- xxxviii) The Borrower confirms that no Director of the Company has been disqualified under the provisions of Section 274 on non-compliances of the requirements of Companies Act 1956 and under the provisions of Companies Act, 2013.
- xxxix) The Borrower notes and agree that IREDA shall have the right to debit all expenses incurred on inspection (including the visit prior to sanction of project) and monitoring charges of Project involving IREDA's loan shall be borne by the Borrower.
- xl) The Borrower agrees and undertakes that IREDA shall have the right to appoint Concurrent Engineers /Auditors, if required.
- xli) The Borrower agrees and undertakes that it shall follow transparent and competitive bidding procedure for procurement and shall demonstrate that the procurement procedures adopted by them are appropriate to the circumstances and that the quality goods, services and works are purchased at reasonable and competitive prices. The Borrower shall provide all such information and documents reasonably required in connection with the procurement of any goods, service and works to be financed by IREDA. In case the loan is sanctioned against international lines of credit such as the World Bank, Asian Development Bank, KFW etc. the relevant procurement procedures stipulated for competitive bidding will be followed by the Borrower.
- xlii) The Borrower agrees and undertakes that liability/losses incurred for faulty/wrong purchases of equipment and other items, if any will be at the cost and risk of the Borrower and the Borrower shall be responsible for the same.
- xliii) The Borrower shall use Energy Efficiency Appliances for the plants and its auxiliaries.
- xliv) The Borrower shall explore and use of Smart Grid wherever feasible while implementing IREDA supported project.



xlv) The Borrower declares and confirms that the Borrowers as well as Bidders / Suppliers / Contractors of the Borrower have observed the highest standards of ethics during the procurement and execution of such contracts and the Borrower hereby further agrees, declares, confirms and undertakes as under:-

a) (i) The Borrower or its Bidders/Suppliers/Contractors have not indulged in and shall not indulge in any "corrupt practice" meaning the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) The Borrower or its Bidders/suppliers/ contractors have not indulged in and shall not indulge in "fraudulent practice" meaning a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

b) The Borrower notes and agrees that IREDA will have the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices mentioned in Clauses No. C (xli) (a) (i) and (ii) above, in competing the contract in question;

c) The Borrower notes and agrees that IREDA will have the right to declare a firm/entity in-eligible, either indefinitely or for a stated period of time, to be awarded a IREDA-financed contract if it at any time determines that the firm /entity has engaged in corrupt or fraudulent practices in competing for, or in executing, a IREDA-financed contract.

xlvi) The Borrower agrees and undertakes that Environmental and Social Covenants compliance:-

a) Borrower shall provide all information related to Environmental and Social Management aspects to IREDA.

b) Borrower shall agree to fully comply with all applicable national Environmental, Occupational Health and Safety, Social Laws and Regulations and Core Labor Standards during construction, operation and decommissioning.

c) Borrower shall develop and submit the following plans to IREDA within one month of signing loan agreement:-

- i. Environment Management Plan (Land, Water, Waste, etc)
- ii. Occupational Health & Safety Plan
- iii. Social Management and Community Health, Safety & Security Plan
- iv. Grievance Redressal Plan

d) Borrower shall conduct a detailed Environmental & Social Impact Assessment of the Project if required.





- e) Maintain and abide by the Environmental Clearance from Ministry of Environment and Forest, GOI or the State Pollution control board, air and water consents (to establish and operate), hazardous waste authorization, if applicable.
- f) Provide a copy of the various certifications of the Borrower and the contractors such as ISO (International Organization for Standardization), OHSAS (Operational Health & Safety Assessment Series), etc, if available.
- g) Provide response to periodic information requests on Environmental & Social compliance and performance by IREDA.

**h) Air, Water and Soil**

- i. Use (hazardous) chemicals with proper safeguards, store and dispose them properly, so as not to contaminate air, water and soil.
- ii. Prevent any form of land erosion or degradation to the extent possible.
- iii. Have proper storage facility for material (like transformer oil, batteries, etc), so as not to percolate to ground. Also have a spill prevention and response plan to control any inadvertent leakage or spillage.
- iv. Restrict the construction activity to the day time so as not to create noise during night, if Project site is close to habitation.
- v. Prevent any form of disturbance to the heritage sites, protected areas, national parks, wildlife sanctuaries, community reserves, estuaries, mangroves or any other biodiversity rich or biologically sensitive areas.

**i) Waste**

- i. Reduce the amount of waste by improving the process or recycling.
- ii. Have and implement waste management plan with responsibilities allocated to officials.
- iii. Take precautions in waste disposal, such as not dumping liquid or solid waste in public places and water bodies.

**j) Labor**

- i. Ensure the health & safety of employees, labors and neighbors.
- ii. Not employ children below 14 years of age, as per The Child and Adolescent Labour Act of 1986.
- iii. Ensure emergency preparedness at the site against fire, flood or any other untoward incident.
- iv. Provide basis amenities to temporary as well as permanent labor such as drinking water and sanitation. Special arrangements for female workers.
- v. Prefer local labor and give employment opportunities to the locals wherever possible.
- vi. In case of migratory labor, arrange for their accommodation and inform them about local customs and practices, so as not to affect the locals in any negative manner.

**k) Community**

- i. Avoid any human resettlement or displacement due to the Project to the extent possible.





- ii. Ensure that there is no negative impact on the livelihood of the people affected directly or indirectly.
  - iii. Be gender sensitive and gender equitable during Project planning, construction and operations.
  - iv. Take measures to protect the interest of the vulnerable groups such as elderly, children and women.
  - v. Ensure that there is no disturbance to the indigenous community or scheduled tribes, in existing in the region of Project implementation.
  - vi. Evaluate and undertake community development measures considering the socio-economic profile of the region.
- l) Promptly notify (within a week) IREDA upon receipt of notice, of any event having a direct or potential material adverse effect on environmental, occupational health & safety, labor issues, adjacent populations or that has attracted the adverse attention of outside parties, created adverse press reports or created potential liabilities, including any Environmental or Social claim as well as any measures taken to mitigate or remedy the effects or cause of such event.



IN WITNESS WHEREOF the Borrower has caused its Seal to be affixed hereto and to a duplicate hereof on the day, month and year first hereinabove written and IREDA have caused the same and the said duplicate to be executed by the hand of Shri \_\_\_\_\_ of IREDA, as hereinafter appearing.

*[Handwritten signature]*  
*hch.*

SIGNED AND DELIVERED BY the within named Borrower, M/s. OMC Power Private Limited has pursuant to the Resolutions of its Board of Directors passed in that behalf on the 25<sup>th</sup> day of March, 2022 hereunto been affixed in the presence of Shri Alwin Thomas and Ms. Pooja Raman, Authorised Persons of the Borrower.

*[Handwritten signature]*  
*Pooja Raman*



SIGNED AND DELIVERED BY the within named Indian Renewable Energy Development Agency Limited by the hand of Shri *Mr. Laxman Sharma*  
*Dy Gen Manager*  
an authorised official of IREDA.



*[Handwritten signature]*