



SRI VENKATESWARA UNIVERSITY

Accredited By '**NAAC**' With '**A+**' Grade



7.1.2. THE INSTITUTION HAS FACILITIES FOR ALTERNATE SOURCES OF ENERGY AND ENERGY CONSERVATION MEASURES

7.1.2. The Institution has Facilities for alternate Sources of Energy and Energy Conservation Measures

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S.No.	AITERNATE SOURCES OF ENERGY AND ENERGY CONSERVATION	FACILITIES AVAILABLE AT S V UNIVERSITY
1.	SOLAR ENERGY	SV University has installed Total 1.75MW Rooftop Solar Power Plants to harness the solar energy on RESCO mode. Building wise installed solar plants details along with geo tagged photographs are enclosed. Solar dehydration technology has been using in food processing by the students of food technology in Department of Home Science. Research projects and student trainings were conducted in solar dehydration technology in collaboration with Society for Energy, Environment and Development (SEED) Hyderabad.
2.	BIOGAS PLANT	A Biogas Plant is located in the Campus for energy conservation. This energy release allows biogas is used as a fuel; it can be used for any heating purpose, such as cooking.
3.	WHEELING TO THE GRID	Solar energy generated by solar panels are exported to the grid of electricity distribution utility of Southern Power distribution company of Andhra Pradesh Ltd. Direct savings in electricity bills are availed from electricity distribution utility on monthly basis. Details of benefits accrued in bills are enclosed.
4.	SENSOR-BASED ENERGY CONSERVATION	Using sensors, we are minimizing the consumption of electrical power. With the help of the sensors, we are eliminating this shortage by minimizing the wastage of electrical power or saving our generated power. sensor that

		gives us signal when anything crosses its rays and detect a change in motion in its surroundings within different range of radius. The campus is equipped with sensor-based water taps and ACs at various locations.
5.	USE OF LED BULBS/ POWER EFFICIENT EQUIPMENT	The University adopted energy efficient lighting including L.E.D. based lights, Bulbs and Tube lights etc. to promote energy efficiency. Detailed Work Orders & Bills are enclosed.

1. SOLAR ENERGY

The Institution has facilities for alternate sources of energy and energy conservation measures. Solar energy is the most attractive and abundant form of renewable energy source because it is free, environment friendly, and available most of the year. The most common and simplest application of solar energy is to convert it into heat. The University has been taken initiatives to utilize solar energy in the campus. Solar panels were established in various places in the university viz., Administrative Building, University library, Prakasam Bhavan, Engineering College, Hostels etc. The information in the establishment and utilization of solar energy is given in Annexures enclosed.



Solar Panel at SVU Library



Solar Panel at SVU Administrative Building



Solar Panel at Prakasam Bhavan



Solar Panel at Engineering College



Solar Panel at SVU Hostels

12:31 pm

07 Mar-24, Thursday



JCJ2+W6H, Prof.
Chopala Ratnam
Bhavan, Sri

Lat: 13.632263, Lat: 79.400611



126°

SE

Solar Panel at Commerce Building

In Academics and Research, Solar dryer facility is available in the Department of Home Science. Food technology students and scholars conducted research projects using solar dehydration technology. Drying foods using solar energy helps in retaining the colour, Flavour and nutritional value to a large extent. It can minimize cost, wastage and increase the productivity in terms of quality and quantity. Hands on training was given to the students with the resource persons on solar dehydration. Various foods and food products were developed. The students had undergone training programmes and internship in Society for Energy, Environment and Development (SEED) Hyderabad.

Solar dryers require a certain investment for the set-up of the appliance, but no expenditures for the fuel. The basic function of a solar dryer is to heat air to a constant temperature with solar energy, which facilitates extraction of humidity from foods inside a drying chamber. Ventilation is enabled at a constant rate through defined air inlets and outlets, small solar ventilators or temperature difference, either due to exposition or vertical height. In direct sun driers the food is put in boxes with a transparent lid. Additionally, the temperature in the drier is raised due to the greenhouse effect and the air exchange is regulated by vents. The food is not exposed to direct sunlight in indirect sun driers as the fresh air is heated separately from the food chamber. This method is preferable for drying foods which lose nutritional value when exposed to direct sunlight. Hybrid driers combine solar energy with a fossil fuel or biomass fuel. Solar drying has many advantages over open traditional drying like; Safe & hygienic, Free from insect and bird contamination, Clean & dust free products, more uniform quality products, Uniform colour, texture, and appearance of the product, evenness in drying, moisture control to optimum levels, Nutrient retention especially beta carotene, yields high quality Products with better shelf life of the products.



Solar Drying Facility in the Department of Home Science



Solar Drying by the students of Food Technology



Plate 7: Osmo solar dried strawberry bits



Plate 8: Osmo solar dried pineapple bits

Dehydration of Fruits using Solar energy

PRE-PROCESSING AND



Fresh Pineapple



Removing the crown



Peeled Pineapple



Pineapple slices



Pineapple chunks



Steam blanching



After steam blanching



Cold water dipping



Dipping in sugar syrup



Loading into trays



Drying in solar chamber



**Osmo solar dehydrated
pineapple slices
(end product)**



Osmo Dehydrated Pineapple Slices

Developed for:
Paper code 402: Food product
development and marketing.
MS Food technology
2017-2019



SOCIETY FOR ENERGY, ENVIRONMENT & DEVELOPMENT

Certificate of Participation

MS. G. JYOSHNA

has successfully completed the
Training Programme

on

**ENTREPRENEUR DEVELOPMENT PROGRAM ON
SOLAR DEHYDRATION OF FRUITS & VEGETABLES &
AWARENESS ON DIGITAL MARKETING**

14TH - 17TH December, 2021

Hyderabad

Prof. M. Ramakrishna Rao
Founder & Director (R&D)

R. Shyamala
General Secretary



SOCIETY FOR ENERGY, ENVIRONMENT & DEVELOPMENT

Certificate of Training

MS. M. MANASWINI

has successfully completed
In-Plant Training

at

'SEED' SOLAR FOOD PROCESSING R & D LABORATORY

1ST - 31ST December, 2021

Hyderabad

Prof. M. Ramakrishna Rao
Founder

R. Shyamala
General Secretary



SOCIETY FOR ENERGY, ENVIRONMENT & DEVELOPMENT

Plot No.81, 'Golden Residency', Flat No. S2, Road No.7, Jubilee Hills Society,
Hyderabad - 500 033. Phone : (040) 23608892 / 23546036 / 40200748 / 23547137
email : seed@seedngo.com, Web : www.seedngo.com

Chairman :

Padma Vibhushan
Prof. P. Rama Rao, Ph.D.
Formerly Secretary,
DST (GOI) Hyderabad.

President :

Prof. D.N. Reddy, Ph.D.
Formerly Vice Chancellor,
JNTU, Hyderabad.

Vice President :

Dr. K. Vidya Sagar, Ph.D.
Former Dy. Director, DFRL,
Mysore.

General Secretary :

Ms. R. Shyamala , M.S. (QA) ,
Formerly Quality Assurance Engineer,
USA.

Joint Secretary :

Dr. Suresh Itapu, Ph.D.
Nutritech Consulting Services Pvt. Ltd.
Hyderabad.

Treasurer :

Sri S.V. Rao, F.C.A. ,
Chartered Accountant
Hyderabad.

Research & Development Committee:

Chairman :

Dr. M.M. Krishna, Ph.D.
Senior Consultant, ASA
Hyderabad.

Founder & Director :

Prof. M. Ramakrishna Rao, Ph.D.
Formerly Professor of IISc, Bangalore.

CERTIFICATE

This is to certify that the project entitled “**Studies on Physico-Chemical, and Quality Parameters of Jackfruit Bar**” was carried out in our organization, Society for Energy Environment & Development (SEED) Laboratory, Hyderabad from May 18th to July 5th 2018 by T. Chiranjeevi, Reg.No: (25418062005), MS. Food Technology student of S.V.University, College of Sciences, Tirupathi, (A.P). For partial fulfillment for the award of Masters in Food Technology for the Academic Year 2018.

Date: 5/07/2018

Place: Hyderabad

Prof. M. Rama Krishna Rao

Director R&D

Training and Internship in the field of Solar dehydration.

SRI VENKATESWARA UNIVERSITY
COLLEGE OF SCIENCES, TIRUPATI
DEPARTMENT OF HOMESCIENCE
FOOD TECHNOLOGY

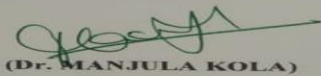


CERTIFICATE

This is to certify that the thesis entitled "**APPLICATION OF OSMOSOLAR DEHYDRATION TECHNOLOGY TO POMEGRANATE PEEL AND ASSESS THE EFFICACY OF IT ON FUNCTIONAL MALTED BEVERAGE MIX**" submitted by Ms. **G. JYOSHNA(FOOD TECHNOLOGY)** with Reg No. **25421062001** has been carried out by her under my supervision. This work has not been submitted for the award of any degree or diploma.

Place: **TIRUPATI**

Date: **12.08.2022**


(Dr. MANJULA KOLA)

Research supervisor

Dr. Manjula Kola
Associate Professor
Department of Home Science
Sri Venkateswara University
TIRUPATI-517 502, A.P.

SRI VENKATESWARA UNIVERSITY
COLLEGE OF SCIENCES, TIRUPATI
DEPARTMENT OF HOME SCIENCE
FOOD TECHNOLOGY

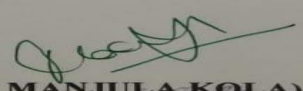


CERTIFICATE

This is to certify that the thesis entitled **Development and Quality Analysis of Vegan Kulfi Enriched with Osmo Solar Dehydrated Fruit Bits** submitted by **Ms. M. Manaswini (MS Food Technology)** with Reg. No. **25421062002** has been carried out by her under my supervision. This work has Not been submitted for the award of any degree or diploma.

Place: **Tirupati**

Date: **16.8.2022**


(Dr. MANJULA KOLA)
Research Supervisor
Department of Home Science
Sri Venkateswara University
TIRUPATI-517 502, A.P.

Research projects on Solar energy

2. **BIOGAS PLANT**

A Biogas Plant is located in the Campus for energy conservation. Biogas is a renewable energy source, a mixture of gases produced by the breakdown of organic matter in the absence of oxygen (anaerobically), primarily consisting of methane and carbon dioxide. Biogas is produced from raw materials such as plant material, leaves, Kitchen waste like Vegetables and fruits peelings, stale food, waste generated in the campus. sewage, green waste or food waste etc. Biogas is primarily methane (CH_4) and carbon dioxide (CO_2) and hydrogen sulphide (H_2S), moisture and siloxanes. The gases methane, hydrogen, and carbon monoxide (CO) can be combusted or oxidized with oxygen. This energy release allows biogas is used as a fuel; it can be used for any heating purpose, such as cooking. It can also be used in a gas engine to convert the energy in the gas into electricity and heat.



Biogas Plant Facility in the Campus

3. WHEELING TO THE GRID

Solar energy generated by solar panels are exported to the grid of electricity distribution utility of Southern Power distribution company of Andhra Pradesh Ltd. Direct savings in electricity bills are availed from electricity distribution utility on monthly basis. Details of benefits accrued in bills are enclosed. Workshops on ‘Green Power Technology in Power Grid: Issues, Challenges and Control’ was taken place in the university.



Solar Panels are exported to the Grid of Electricity



Solar Panels are exported to the Grid of Electricity



“Green Power Technology in Power Grid: Issues, Challenges and Control”





Bill to be placed

4. SENSOR-BASED ENERGY CONSERVATION

Using sensors, we are minimizing the consumption of electrical power. Power crisis is one of the most common problems in India. They work by turning on lights during night time and turning them off during day time. As a result, these bulbs help to save energy and money. With the help of the sensors, we are eliminating this shortage by minimizing the wastage of electrical power or saving our generated power. Sensor that gives us signal when anything crosses its rays and detect a change in motion in its surroundings within different range of radius. It can also be helpful in the security systems. In many offices there are pavements where lights kept switched on for the whole night and day. But if we use the sensor then only when it gets motion it will give signal and the lights will be switched on. So, this system is very lower costing and also power saving. It also minimizes the electric bills of the office. Moreover, it creates an opportunity for minimizing the load shedding in the university. The campus is equipped with sensor-based water taps and ACs at various locations.



Sensor based water taps

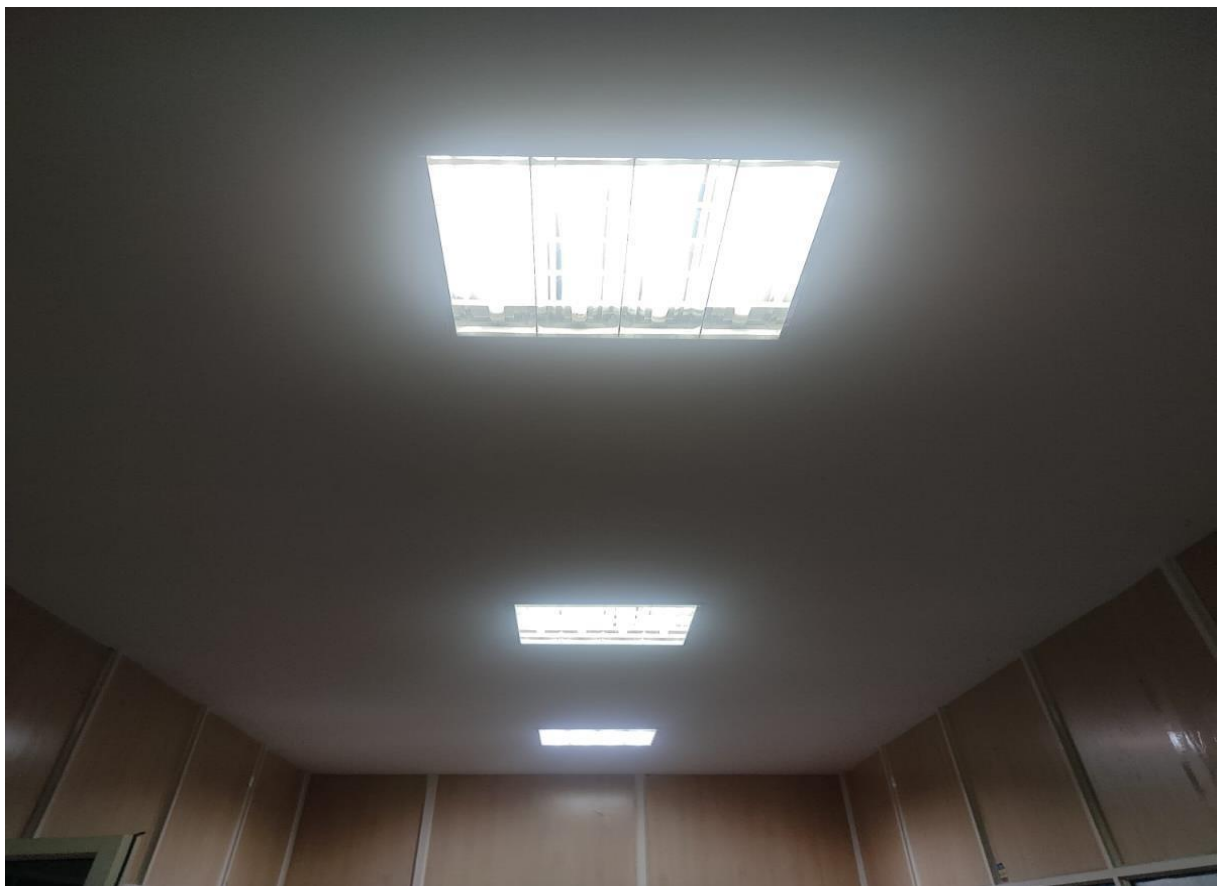


Sensor based AC and Taps



5. USE OF LED BULBS/ POWER EFFICIENT EQUIPMENT

Power crisis is one of the most common problems in India. LED is a highly energy efficient lighting technology, and has the potential to fundamentally change the future of lighting in India. With the help of LED, we can eliminate this shortage by minimizing the wastage of electrical power or saving our generated power. Light-emitting diode (LED) is one of today's most energy-efficient and rapidly developing lighting technologies. Quality LED light bulbs last longer, are more durable, and offer comparable or better light quality than other types of lighting. LEDs, use at least 75% less energy, and last 25 times longer, than incandescent lighting. Widespread use of LED lighting has the greatest potential impact on energy savings in the campus.



LED Lights in various buildings of the Campus



TAX INVOICE

(ORIGINAL FOR RECIPIENT)

SVUCC Stores Ltd., 2018-20 (Audit)
Svu Campus
Tirupthi-517502
Ph:0877-2248713
GSTIN/UIN: 37AADAS6262N1ZX
State Name : Andhra Pradesh, Code : 37

Invoice No
47
Delivery Note

Dated
4-Jun-2022
Mode/Terms of Payment

Supplier's Ref.
785
Buyer's Order No.

Other Reference(s)
Dated

Consignee
THE UNIVERSITY ENGINEER IIC
SV UNIVERSITY
TIRUPATI
State Name : Andhra Pradesh, Code : 37

Despatch Document No.
Despatched through

Delivery Note Date
Destination

Terms of Delivery

Buyer (if other than consignee)
THE UNIVERSITY ENGINEER IIC
SV UNIVERSITY
TIRUPATI
State Name : Andhra Pradesh, Code : 37

SI No	Description of Goods	HSN/SAC	Quantity	Rate	per	Disc. %	Amount
1	LED TUBE LIGHTS		600 nos	280.51	nos		1,68,306.00
							15,147.54
							15,147.54
							(-1.08)

Less :

Output CGST
Output SGST
Round Off

Total

600 nos

₹ 1,98,600.00
E. & O.E

Amount Chargeable (in words).

INR One Lakh Ninety Eight Thousand Six Hundred Only

HSN/SAC	Taxable Value	Central Tax Rate	Central Tax Amount	State Tax Rate	State Tax Amount	Total Tax Amount
	1,68,306.00	9%	15,147.54	9%	15,147.54	30,295.08
	Total: 1,68,306.00		15,147.54		15,147.54	30,295.08

Tax Amount (in words) : **INR Thirty Thousand Two Hundred Ninety Five and Eight paise Only**

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

for SVUCC Stores Ltd., 2018-20 (Audit)



This is a Computer Generated Invoice

Tax Invoice of LED lights



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

Sl.No: 1976 DATE: 1-12-16

ISSUED TO: The Managing Director

FOR WHOM: Rich phytocare Pvt Ltd. Chennai

C.K. KASTHISWANATHAN
LICENCED STAMP VENDOR

L.No: 10-11-004/2010

R.No: 10-11-005/2015

TAHSILDAR OFFICE, CHITTOOR,

CELL: 9966129980

BX 001522

POWER PURCHASE AGREEMENT

FOR

**DESIGN, MANUFACTURER, SUPPLY, ERECTION, TESTING AND COMMISSIONING
INCLUDING WARRANTY, OPERATION & MAINTENANCE FOR 25 YEARS OF
150 KWP ROOF-TOP SOLAR PV POWER SYSTEM**

AT TIRUPATI

BETWEEN

M/S. RICH PHYTOCARE PVT. LTD.

AND

**S.V. ENGINEERING COLLEGES & S S
SRI VENKATESWARA UNIVERSITY**

AND

**NEW & RENEWABLE ENERGY DEVELOPMENT
CORPORATION OF AP LTD (NREDCAP)**

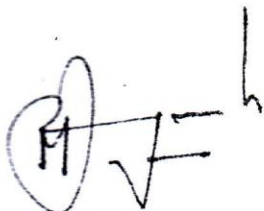
REGISTRAR
S.V. UNIVERSITY
TIRUPATI.

For RICH PHYTOCARE (PVT) LTD
Managing Director

VC & Managing Director
NREDCAP Hyderabad.

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REGISTRAR
S.V. UNIVERSITY
TIRUPATI.

FOR RICH PHYTOCARE (P) LTD.

Managing Director

3 
VC & Managing Director
NREDCAP Hyderabad.

This Power Purchase Agreement is executed on 3rd day of December 2016 at TIRUPATI

BETWEEN

SRI VENKATESWARA UNIVERSITY: THE REGISTRAR

Sri Venkateswara University, Andhra Pradesh 517502 (Designation and Address) (hereinafter referred to as "Purchaser"), which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assigns

AND

M/s. Rich Phytocare Pvt. Ltd, (Name of Power Producer), a company incorporated under the Companies Act, 1956 having its registered office at Flat 2B, Mahalakshmi Enclave, No.26 Tank Bund Road, Nungambakkam, Chennai 600034, Tamilnadu (complete address) (hereinafter referred to as "Power Producer"), which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assigns

AND

M/s New & Renewable Energy Development Corporation of AP Ltd., (NREDCAP), a company incorporated under the Companies Act, 1956 having its registered office at 5-8-207/2, Pisgah Complex, Nampally 150 001 (hereinafter referred to as "NREDCAP"), which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assigns


REGISTRAR
S.V. UNIVERSITY
TIRUPATI


FOR RICH PHYTOCARE (P) LTD.
Managing Director 3


VC & Managing Director
NREDCAP Hyderabad.

This Power Purchase Agreement is executed on 3rd day of December 2016 at TIRUPATI

BETWEEN

SRI VENKATESWARA UNIVERSITY: REGISTRAR

having its office at **Sri Venkateswara University, Tirupati, Andhra Pradesh 517502** represented by its authorised signatory **THE REGISTRAR** hereinafter referred to as "**Purchaser**" which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assignees, of the **FIRST PARTY**.

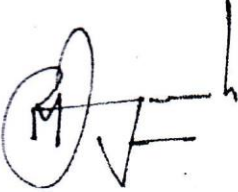
AND

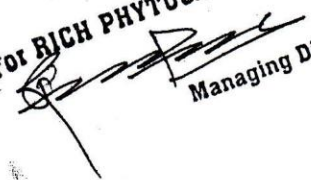
M/s. Rich Phytocare Pvt. Ltd a company incorporated under the Companies Act, 1956 having its registered office at Flat 2B, Mahalakshmi Enclave, No.26 Tank Bund Road, Nungambakkam, Chennai 600034, Tamilnadu (hereinafter referred to as "**Power Producer**" which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assignees, of the **SECOND PARTY**.

AND

New and Renewable Energy Development Corporation of Andhra Pradesh Ltd., a fully owned State Government Company, registered under the Companies Act, 1956 having its registered office at 5-8-207/2, Pishgah Complex, Nampally, Hyderabad 150 001 (India), represented by its Vice-Chairman & Managing Director, hereinafter referred to as the "**NREDCAP**" which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assignees, of the **THIRD PARTY**.

The Purchaser, Power Producer and NREDCAP are severally referred to as the party and collectively as Parties.


REGISTRAR
S.V. UNIVERSITY
TIRUPATI.


FOR RICH PHYTOCARE (P) LTD.
Managing Director


VC & Managing Director
NREDCAP Hyderabad.

WHEREAS:

- A. The Power Producer has been notified as successful bidder by NREDCAP for "Design, Manufacture, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance of 150 KWp Rooftop Solar PV System for a period of 25 years in AP State under Renewable Energy Service Company (RESCO) Route and as per Technical Specification & other details as per the Tender No. NREDCAP/ OSD/ NM/ RESCO/ 2016-18, dt 01.07.2016.
- B. The Power Producer is engaged in the business of building and operating power plants, including grid connected rooftop Solar power projects.
- C. The Power Producer has agreed to install and operate a Grid connected solar photovoltaic power plant of 150 KWp capacity at the Premises of the Purchaser after due inspection of the Premises as defined hereinafter and supply the entire Solar Power of the Project to Purchaser on the terms and conditions contained in this Agreement.
- D. The Purchaser has agreed to purchase the entire Solar Power of the Project on "Take or Pay basis" the terms and conditions contained in this Agreement.

NOW THEREFORE in consideration of the mutual promises, conditions and covenants set forth herein, the Parties hereby agree as below:

1. Definitions and Interpretation

1.1 Definitions

In addition to other capitalized terms specifically defined elsewhere in the Agreement or unless the context otherwise requires, the following words and phrases shall be defined as follows:

- (a) "Actual Monthly Production" means the amount of energy recorded by the Main Metering System during each calendar month of the Term, pursuant to Section 5.2;
- (b) "Affiliate" means with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person)
- (c) "Agreement" means this Power Purchase Agreement executed hereof, including the schedules, amendments, modifications and supplements made in writing by the Parties from time to time.

REGISTRAR
S.V. UNIVERSITY
TIRUPATI

FOR RICH PHYTOCARE (P) LTD.

Managing Director

VC & Managing Director
NREDCAP Hyderabad

- (d) "Applicable Law" means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement or any Governmental Authority in India having jurisdiction over such Person or its property, enforceable by law or in equity, including the interpretation and administration thereof by such Governmental Authority.
- (e) "Assignment" has the meaning set forth in Section 14.1:
- (f) "Business Day" means any day other than Sunday or any other day on which banks in operation are required or authorized by Applicable Law to be closed for business:
- (g) "Commercial Operation Date" has the meaning set forth in Section 4.3(b)
- (h) "Consents, Clearances and Permits" shall mean all authorization, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and / or supply of power:
- (i) "Deemed Generation" has the meaning set forth in Section 5.2 (c)
- (j) "Delivery Point" shall be the single point, at a location mutually agreed by the Parties, in line with applicable regulation/ rules where Solar Power is delivered by the Power Producer from the System to the Purchaser.
- (k) "Dispute" has the meaning set forth in Section 17.7 (b);
- (l) "Disruption Period" has the meaning set forth in Section 5.3 (c)
- (m) "Distribution Utility" means the local 'electric distribution owner and operator providing electric distribution and interconnection services to Purchaser at the Premises;
- (n) "Due Date" has the meaning set forth. in Section 7.4;
- (o) "Effective Date" has the meaning set forth in Section 2
- (p) "Estimated Remaining Payments" means as of any date, the estimated remaining Solar Power Payments to be made through the end of the applicable Term, as reasonably determined by. the Power Producer in accordance with Section 7.1
- (q) "Expiration Date" means the date on which the Agreement terminates by reason of expiration of the Term

REGISTRAR
S.V. UNIVERSITY
TIRUPATI

FOR RICH PHYTOCANE (P) LTD
Managing Director

af 12/2/2018
Director
Phytocane (P) Ltd

- (r) "Force Majeure Event" has the meaning set forth in Section 11.1
- (s) "Governmental Approval" means any approval, consent, franchise, permit, certificate, resolution, concession, license or authorization issued by or on behalf of any applicable Governmental Authority for the purpose of setting up of the Project and / or for sale and purchase of Solar Power of the Project pursuant to the Agreement.
- (t) "Governmental Authority" means any central; state, regional, district, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.
- (u) "Indemnified Persons" means the Purchaser Indemnified Parties or the Power Producer-indemnified Parties, as the context requires.
- (v) "Insolvency Event" means with respect to a Party, that either
 - (i) Such party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee, administrator, liquidator on the likes of itself or of all or a substantial part of its assets or business; (B) been unable to pay its debts as such-debts become due; (C) made a general assignment for the benefit of its creditors, (D) commenced a voluntary proceeding under any insolvency or bankruptcy law; filed a petition seeking to take advantage of any other law relating to the bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; or (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or
 - (ii) It is clarified that a dissolution or liquidation will not be an Insolvency Event if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization, and the resulting company retains credit worthiness similar to the dissolved or liquidated entity and expressly assumes all obligations of the dissolved and liquidated entity under this Agreement and is in a position to the perform them.
- (w) "Installation Work" means the construction and installation of the System and the Start-up, testing and acceptance (but . not the operation and maintenance) thereof; all performed by or for the Power Producer at the Premises.
- (x) "Invoice Date has the meaning set forth in Section 7.4.
- (y) "Losses" means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, clean up and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys' fees and other costs and expenses incurred in defending any ~~such~~ claims or other matters or in asserting or enforcing and indemnity obligation)

REGISTRAR
S.V. UNIVERSITY
TIRUPATI.

FOR RICH PROTOCOL (P.LTD.)
Managing Director

3 VC & Managing Director
NREDCAP Hyderabad.

- (z) "Main Metering System" means all meter(s) and metering devices owned by the Power Producer and installed at the Delivery point for measuring and recorded the delivery and receipt of energy.
- (aa) "Metering Date" means the first Business day of each calendar month subsequent to the month in which the Solar Power is generated by the Power Producer. The billable units shall be equal to the difference between the meter reading on the Metering Date and the meter reading on the previous month's Metering. Date.
- (bb) "Party" or Parties" has the meaning set forth in the preamble to this Agreement.
- (cc) "Person". means an individual, partnership, corporation, limited Liability Company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.
- (dd) "Power Producer Default" has the meaning set forth in Section 12.1 (a).
- (ee) "Power Producer Indemnified has the meaning set forth in Section 16.1.
- (ff) "Premises" means the premises described in Schedule 1 to this Agreement. For the avoidance of doubt, the Premises include, the entirety of any and underlying real property located at the address described in Schedule 1 to this Agreement.
- (gg) "Purchase Date" means the date on which title to the System transfers to the Purchaser pursuant to the Purchaser exercising its purchase option under Section 3.2.
- (hh) "Purchase Price" means the fee payable Purchaser to the Power Producer under the circumstances described in Section 3.2
- (ii) "Purchaser Default" has the meaning set forth in Section 12.2 (a).
- (jj) "Purchaser Indemnified Parties" has the meaning set forth in Section 16.2.
- (kk) "Representative" has the meaning forth in Section 8.2.
- (ll) "Scheduled Complete Date" has the meaning set forth in Section 4.1(h).
- (mm) "Selectee" means, a new company (i) proposed by the Lenders read with Schedule III hereof and approved .by the Purchaser (ii) or proposed by the Purchaser in accordance. with Schedule III hereof and approved by-the Lenders, for substituting the Power Producer for the residual period of the Agreement by amendment of the Agreement or by execution of a fresh power purchase agreement in-accordance with the terms and conditions contained in the said Schedule.

- (nn) "Solar Power" means the supply of electrical energy output from the System.
- (oo) "Solar Power Payment" has the meaning set forth in Section 7.1.
- (pp) "System" includes the integrated assembly of photovoltaic panels, mounting, assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, and all other material comprising the Installation Work.
- (qq) "System Operations" means the Power Producer's operation, maintenance and repair of the System performed in accordance the requirement herein.
- (rr) "Tariff" means the price per kWh set forth in Schedule II hereto.
- (ss) "Term" has the meaning set forth in Section 3.1:

1.2 Interpretation

- (a) Unless otherwise stated, all references made, in this Agreement to "Sections", "Clauses" and "Schedules" shall refer respectively to Sections, clauses and Schedules of this Agreement. The Schedules to this Agreement form an integral part of this Agreement and shall have effect as though they were expressly set out in the body of this Agreement.

In the Agreement, unless the context otherwise requires (i) words imparting singular connotation shall include plural and vice versa: (ii) the words "include", "includes", and "including" mean include, includes and including "without limitation" and (iii) the words "hereof", "hereto", "herein" and "hereunder" and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement.

2 Effective Date

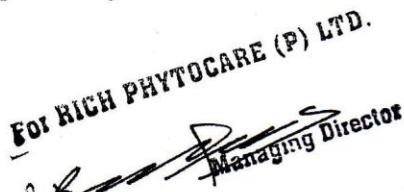
This Agreement shall be effective on the day that falls one Business Day after the date of signing of this Agreement.

3 Terms and Termination

3.1 Term

The term of the Agreement shall commence on the Effective Date and shall continue for twenty five (25) years from the Commercial Operations Date (the "Term"), unless and until terminated earlier pursuant to the provisions of the Agreement. After the Term, the ownership of the System shall be transferred to the Purchaser free of cost.


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3.2 Purchase Option/ Purchase Obligation

So long as a Purchaser default shall not have occurred and be continuing, Purchaser has the option to purchase the System by paying the Power Producer the Purchase price as per Schedule III to this Agreement. To exercise its purchase option, the Purchaser shall not less than Ninety (90) days prior to the proposed Purchase Date, provide written notice to the Power, Producer of Purchaser's intent to exercise its option to purchase the System on such purchase date: In the event Purchaser confirms its intention to exercise the purchase option in writing to the Power Producer, (i) Purchaser shall pay the applicable purchase price to the Power Producer on the Purchase Date, and such payment shall be made in accordance with any written instructions delivered to Purchaser by the Power Producer for payments under the Agreement, and (ii) the Parties shall promptly execute all documents necessary to (A) cause title to the System to pass to Purchaser on the Purchase Date, free and clear of all liens and (B) assign all vendor warranties for the System to Purchaser. Upon execution of the documents and payment of the applicable purchase price in each case as described in the preceding sentence, the Agreement shall terminate automatically and the Purchaser shall become the owner of the System. Upon such termination, the Power Producer shall offer its operations and maintenance ("O&M") services to the Purchaser and the Parties may enter into an O&M agreement in this regard. The terms and conditions of the O&M agreement will be negotiated in good faith between the Parties.

3.3 Conditions of the Agreement prior to installation

In the event that any of the following events or circumstances occur prior to the Commercial Operation Date, the Power Producer may terminate the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination.

- (a) There has been a, material adverse change in the rights of Purchaser to occupy the Premises or the Power Producer to install the System at the Premises.
- (b) The Power Producer has determined that there are easements, CCRs or other liens or encumbrances that would materially impair or prevent the installation, operation, maintenance or removal of the System. If any dispute arises before commercial operation date, the same shall be resolved under clause, 17.7 (c)
- (c) The Purchaser warrants that the roof top or the space provided for the installation of the solar power system is free from any liens or encumbrances. The purchase would not at any point of time encumber the rooftop space without the consent of the Solar Power Producer or his lender.

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4 Construction, Installation, Testing and Commissioning of the System

4.1 Installation Work

- a) The Power Producer will cause the Project to be designed, manufactured, supplied, engineered, erected, tested and commissioned, operated & maintained and constructed substantially in accordance with Tender No NREDCAP/OSD/NM/RESCO/2016-18, DATED 01.07.2016 and the sanction letter issued by NREDCAP. The Power Producer shall provide to the Purchaser and NREDCAP a bill of materials listing the major equipment constituting the System. Such bill of materials shall be provided within 30 days of the Commercial Operation Date.
- b) The Power Producer shall have access as reasonably permitted by the Purchaser to perform the Installation Work at the Premises in a manner that minimizes inconvenience to and interference with the use of the Premises to the extent commercially practical.
- c) It is agreed between the Parties that the Power Producer shall commission the System with a capacity of 150 KWp.
- d) The Power Producer shall provide and lay the dedicated electrical cables for transmission of Solar Power from the System up to the Delivery Point. Transmission or distribution of Solar Power beyond this point will be the responsibility of the Purchaser. The Delivery Point shall be where the Main Metering System is located.
- e) The installation of additional equipment or upgrading of existing facilities as per the statutory requirements or requirements of state utilities shall be the responsibility of Power Producer.
- f) Unless otherwise agreed between the Parties, the Power Producer shall not do
 - (a) chipping of rooftop; or (b) water proofing of roof to be disturbed
 - (c) Carry out any other modification of the Premises without the written consent of the Purchaser. The Power Producer shall maintain general cleanliness of area around the Project during construction and operation period of the Project. In case any damages is caused to the equipment / facilities owned by the Purchaser due to the Power Producer, the same shall be made good rectified by the Power Producer at their cost.
- g) The Power Producer shall, within thirty (30) days of the Effective Date, submit to the Purchaser, shop drawings of the Project for approval ("Shop Drawings"). The drawings will have to be approved by the Power Purchaser within 3 days from the submission of the drawings: If the Purchaser has any objection/recommendation in the Shop Drawings, he shall communicate the

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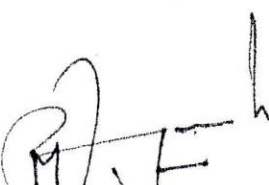
- h) same to Power Producer within a period of ten (10). days of 'the date of submission. of the Shop Drawings. Any delay will extend the Effective Date and such approval shall not be unreasonably withheld.
- i) Subject to any punch-list items which shall be agreed by the Purchaser as not being material to completion of the Project, the Power Producer agrees that it shall achieve the completion of the Project/ Commissioning of the Project within 6 months from the Effective Date ("Scheduled Completion Date"). Any delays on account of the Purchaser that may cause hindrance or delay in execution of the Project shall not be included in the set period of 6 months. Purchaser shall ensure that sufficient load is available at the Delivery Point to ensure synchronization and drawl of power from System.
- j) If the Power Producer is unable to commence supply of Solar Power to the Purchaser by the Scheduled Completion Date, other than for the reasons specified in Article 11 and 12.2 (Force Majeure or Purchaser Default), the Power Producer or its contractor shall pay to NREDCAP genuine pre-estimated liquidated damages for the delay in such commencement of supply of Solar Power as per the clause of the NREDCAP Tender appended as Schedule VI to this Agreement.
- k) The Purchaser shall ensure that all arrangements and infrastructure for receiving Solar Power beyond the Delivery Point are ready on or prior to the Commercial Operation Date and is maintained in such state in accordance with applicable laws through the Terms of the Agreement.
- l) Power Producer shall fulfil all obligations undertaken by it under this Agreement.

4.2 Approvals and Permits

Each of the Parties shall assist the other Party in obtaining all necessary Government Approvals, third party approvals and permits including but not limited to those listed in Schedule V hereto and any waivers, approvals or releases required pursuant to any applicable CCR.

4.3 System Acceptance Testing

- (a) The Power Producer shall give 7days advance notice to conduct the testing of the Project and shall conduct testing of the Project in the presence of Purchaser's and NREDCAP's designated representative.


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- (b) If the results of such testing indicate that the System is capable of generating electric energy as per the standard parameters for 5 continuous hours using such instruments and meters as have been installed for such purposes, then the Power Producer shall send a Written notice to Purchaser and NREDCAP to that effect, and the date of successful conducting such tests and injection of Power at Delivery Point shall be the "Commercial Operation Dated"

5 System Operations

- 5.1 The Power Producer as Owner and Operator: The System will be legally and beneficially owned by the Power Producer and will be operated and maintained and, as necessary, required by the Power Producer at its sole cost and expense. Replacement of spare parts if any shall be responsibility of Power Producer for the complete period of Agreement. If any repair or maintenance costs incurred by the Power Producer as a result of Purchaser's breach of its obligations, shall be reimbursed in full by Purchaser. Power Producer shall not be responsible for any work done by others on any part of the System/Project authorized by the Purchaser and not authorized in advance by the Power Producer in writing. Power Producer shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper operation or maintenance of the System by Purchaser or anyone instructed to do such work by Purchaser. In the event of a problem with the System, as a result of the Purchaser actions for which Power Producer is not responsible as provided in this Agreement, Purchaser will pay Power Producer for diagnosing and correcting the problem at Power Producer.

5.2 Metering

- (a) The Power producer shall install the Main Metering System with due certification for the measurement of electrical energy produced by the System.
- (b) The meter will be read by Power Producer's personnel on the Metering date. The authorized representative of the Purchaser shall be present at the time of meter reading. Both the Parties shall sign a joint meter reading report. However, in case the Joint meter reading report is not signed in the first three business days of any month due to non-availability of the Purchaser's authorized representative, the report signed by the Power Producer shall be considered as Joint Meter Reading Report. The Parties agree that such Joint meter reading Report shall be final and binding on the Parties.
- (c) The Main Metering System at the Delivery Point and any additional meters required by Applicable Law shall be tested, maintained and owned by the Power Producer. In case of malfunctioning of main metering system at

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- (d) delivery point, deemed generation shall be paid upto 7 days only, and after that no payment shall be made till meter is replaced by new one or repaired.
- (e) The Power Producer shall connect the Solar output to the existing system as per the requirements of Discom
- (f) The Purchaser may, at its own discretion, install a check meter, at its cost, to verify the measurements of the Main Metering System.
- (g) The title to the Solar Power supplied by the Power Producer shall pass to the Purchaser at the Delivery Point.

5.3 System Disruptions

- (a) Availability of premises: Purchaser will provide full access of the site to Power Producer for installation, operation and maintenance of solar power plant during the period of Agreement. Power Purchaser will also provide unrestricted access of the Premises to Power Producer for operation and maintenance of solar power plant.
- (b) Purchaser will not provide/construct any structure within its Premises or around its premises which shades the solar panels effecting the generation of the energy during the Agreement period.
- (c) Roof Repair and other System Disruptions: In the event that (a) the Purchaser repairs the Premises' roof for any reason not directly related to damage, if any, caused by the System, and such repair required the partial or complete temporary disassembly or movement of the System, or (b) any act or omission of Purchaser or Purchaser's employees, Affiliates, agents or subcontractors (collectively, a "Purchaser Act") result in a disruption or outage in System production, and such events attributable to Purchaser (except Force majeure, then, in either case) Purchaser shall (i) pay the Power Producer for all work required by the Power Producer to disassemble or move the System and re-assemble the system after completion for the repair work and (ii) continue to make all payments for the Solar Power during such period of System disruption (the "Disruption Period"). For the purpose of calculating Solar Power Payments and lost revenue for such Disruption Period, Solar Power shall be deemed to have been produced at the average rate. For the first year, the generation of a particular month (in which the deemed generation needs to be calculated) will be used for calculating the average, 2nd year onwards, the generation data of the previous year, corresponding month will be referred. ("Deemed Generation"), Power producer shall inform about the 'disruption or

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outage in System production, for reasons attributable to purchaser in 'writing within 3 days of occurrence with the date and time of such occurrences and Purchaser's liability shall start from the time of occurrence for above of disruption or outage in system production, on account of Purchaser.

6 Delivery of Solar Power

6.1 Purchaser Requirement: Purchaser agrees to purchase one hundred percent (100%) of the Solar Power generated by the System and made available by the Power Producer to Purchaser at the Delivery Point during each relevant month of the Term. In the event that the Purchaser is unable to off take 100% of the electricity generated, when it is generated, then Deemed Generation will apply only in case following conditions:

- a) Grid Failure from DISCOM.
- b) Power Outage - No reference voltage available for synchronization.
- c) In the event Power Producer is generating power more than the available load, and the Purchaser is not able to export or record the excess units generated.
- d) Faults in the equipments of the Purchaser eg., Net meter Cables, Equipments etc., which may stop the feeding / record of the Solar Power generated.

6.2 Estimated Annual Production

The annual estimate of Solar Power with respect to the System for any given year as determined pursuant to this Section shall be the "Estimated Annual Production". The Estimated Annual Production for each year of the Initial Term is set forth in Schedule IV hereof.

6.3 Suspension of Delivery

Power Producer shall be entitled to suspend delivery of electricity from the System to the Delivery Point for the purpose of maintaining and repairing the System upon giving one week's advance written notice to the Purchaser except in the case of emergency repairs. Such suspension of Service shall not constitute a breach of this Agreement provided that the Power Producer shall use commercially reasonable efforts to minimize any 'interruption in service to the Purchaser.

7 Tariff and Payments

7.1 Consideration Purchaser shall pay to the Power Producer a monthly payment (the "Solar Power Payment") for the Solar Power generated by the System as per the Metering clause 5.2 (b) above during each calendar month of the Term equal to the actual Monthly Production as recorded in Joint Meter Reading Report for the System for the relevant month multiplied by the Tariff irrespective of (i) whether any or all

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units of Solar Power has been drawn, consumed or utilized by Purchaser and / or (ii) whether any Solar Power has been injected, whether inadvertently or otherwise, into the grid of the Distribution Utility.

The Power Producer will bill the Purchaser for each KWh metered as above at the Delivery Point, at the Tariff prevailing at that point of time.

As detailed in Schedule - II, the Tariff will be equal to Rs. 6.40/unit the levelized tariff as per Tender conditions.

The 'year' Considered shall be the financial year which April 1st to 31st March of every year.

- 7.2 The Power Producer shall share the part of revenue received by them, on sale of solar power to the Purchaser, equivalent to 20 paisa per unit to NREDCAP towards supervision and coordination charges. The charges are exclusive of Service Tax and any other taxes, levies, duties, etc. levied by the Government from time to time, which shall be paid extra as per applicable norms.

- 7.3 NREDCAP service charges are charged towards site visits, inspection; liaison, monitoring etc. Taxes and duties shall be paid extra. The NREDCAP service charges are non-refundable and for each project the service charges have to be paid on monthly basis based on the metered power units.
Schedule II provides a detailed tariff schedule.

7.4 Invoice

The Power Producer shall invoice Purchaser on the first day of each month (each, an "Invoice Date") commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Solar Power Payment in respect of the immediately preceding month. The last invoice shall include production only through the Expiration Date of this Agreement.

- 7.5 The invoice to the purchaser shall include.
- The Solar Power calculations for the relevant billing period.
 - Supporting data, documents and calculations in accordance with this Agreement.
- 7.6 Time of payment Purchaser shall pay all amounts due hereunder within 21 days after the date of the receipt of the invoice via email or post ("Due Date").

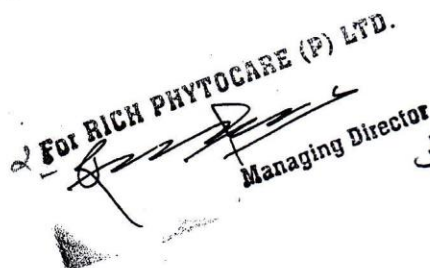
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- 7.7 Method of payment Purchaser shall make all payments under the Agreement by electronic funds transfer only in immediately available funds to the account designated by the Power Producer from time to time. The current account details are mentioned in Annexure 1. All payments made hereunder shall be non-refundable, subject to the applicable tax deduction at source, and be made free and clear of any other tax, levy, assessment; duties or other charges and not subject to reduction, set-off, or adjustment of any kind. Further, if any taxes and duties are leviable currently or in future, such taxes and duties shall be paid by the Purchaser over and above the solar electricity tariff mentioned in this agreement. Such taxes and duties could include, but not restricted to Electricity Duty, Tax on Sale of Electricity (TOSE). If the Purchaser deducts any tax at source, the Purchaser will issue a tax credit certificates as per law.
- 7.8 Late Payment Surcharge/ Early Payment Discount
- In case payment of any invoice is delayed by the Purchaser beyond its Due Date, a later payment surcharge shall be payable by Purchaser to the Power Producer at the rate of 15% per annum ("Late Payment Surcharge") calculated on the amount of outstanding payment, calculated on a day to day basis for each day of the delay, compounded on monthly rests. Late Payment Surcharge shall be claimed by the Power Producer, through its subsequent invoice. If the Purchaser pays within 10 working days (as against credit of 21 days available to him), then an early payment discount of 0.25% of the invoice value can be deducted by the Purchaser while making such early payment.
- 7.9 Disputed Payments: In the event that the Purchaser disputes an invoice, it shall give notice of such a dispute within 15 days of receiving the invoice setting out details of the disputed amount. The Purchaser shall pay by the Due Date 100% of any undisputed amount and in case the invoice is disputed, the Purchaser shall pay an amount based on average consumption of last three consecutive 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.


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7.10 Change in Law:

7.11 For the Purpose of this section 7.10, the term "Change in Law" shall mean the occurrence of any of the following events after the Effective date, resulting into any additional recurring / non-recurring expenditure by the Power Producer or any income to the Power Producer.

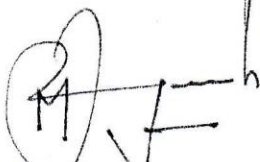
- i) The enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law: or
- (ii) A change in the interpretation of any Law by any Governmental Authority having the legal power to interpret or apply such Law, or any competent court; or
- (iii) The imposition of a requirement, for obtaining any Government Approvals which was not required earlier; or
- (iv) a change in the terms and conditions prescribed for obtaining any Government Approvals or the inclusion of any new terms or conditions for Obtaining such Government Approvals; or
- (v) any introduction of any tax made applicable for supply of power by the Power Producer as per the terms of this Agreement. Any benefit due to change in tax on the sale of solar energy shall be passed on to Purchaser.
- (vi) Any benefit arising due to change in above para (i) to (vi) shall be passed on to the Purchaser.

But not include any change in any withholding tax on income or dividends distributed to the shareholders of the Power Producer.

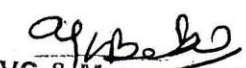
(b) Application and Principles for computing impact of Change in Law:

While determining the consequence of Change in Law under this Article 7.10, the Parties shall have due regard to the Principle that the purpose of compensating the Party affected by such Change in Law, is to restore through monthly bill payment, to the extent contemplated in this Article 7.10, the affected Party to the same economic position as if such Change in Law has not occurred and such impact shall be mutually decided in writing.

- (c) Solar Power Payment Adjustment Payment on account of Change in Law
Subject to provisions mentioned above, the adjustment in Solar Power Payment shall be effective from:


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- (i) The date of adoption, promulgation, amendment, re-enactment or repeal of the Law or Change in Law; or
- (ii) The date of order/ judgment of the competent court; of tribunal or Governmental Authority, if the Change in law is on account of a change in interpretation of Law.

8 General Covenants

8.1 Power Producer's Covenants

The Power Producer covenants and agrees to the following:

- (a) Notice of Damage or Emergency: The Power Producer shall (a) promptly notify Purchaser if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (b) immediately notify Purchaser once it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises.
- (b) System Condition: The Power Producer shall take all actions reasonably necessary to ensure that the System is capable of providing Solar Power at a commercially reasonable continuous rate: Subject to there being no Purchaser Default, the Power Producer shall provide 24 x 7 offsite / offsite monitoring and maintenance of the System throughout the period of this agreement at no additional cost.
- (c) The System shall meet minimum guaranteed generation with Performance Ratio (PR) at the time of commissioning and related Capacity Utilization Factor (CUF) as per the daily normalized irradiance levels of the location during the O&M period. PR shall be minimum of 75% at the time of inspection for initial Project acceptance.
- (d) Governmental Approvals : While providing the Installation work, solar Power and System Operations, the Power Producer shall obtain and maintain and secure all Governmental Approval required to be obtained and maintained and secured by the Power Producer and to enable the Power Producer to perform such obligations
- (e) The interconnection of the rooftop solar system with the network of the distribution licensee shall be made as per the technical standards for connectivity of distributed generated resources regulation's as may be notified by the competent authority. The interconnection of the rooftop solar system shall be as per the contracted load and / or respective voltage level applicable to the Purchaser as per the provisions of the guidelines issued by the competent authority.

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- (f) Trimming/cutting and uprooting of tree any, if required have to be executed by the power producer without any concurrence and prior approval from the purchaser according to the convenience for the purpose of required and guaranteed power production.
- (g) Health and Safety: The Power Producer shall take all necessary and reasonable safety precautions with respect to providing the installation Work, Solar Power, and System Operations that shall comply with all Applicable Law pertaining to the health and safety of persons and real and personal property.

8.2 Power Producer's Representatives

During the subsistence of this Agreement, the Power Producer undertakes to respond to all questions, concerns and complaints of the Purchaser regarding the System in a prompt and efficient manner. The Power Producer designates the following individual as its representative pertaining to performance of this Agreement till the Commercial Operation Date:

**Name: D. Ramesh Chandran , Managing Director,
M/s. Rich Phytocare Pvt. Ltd, Chennai**

Telephone: 04546 – 285887

Email: 1richphytocare@gmail.com / richphytocare@yahoo.com

The Power Producer designates the following individuals as its representative and primary point of contact pertaining to performance of this Agreement following the Commercial Operation Date till termination:

Name: S. NARAYANAN, DIRECTOR,

Telephone: 04546 – 285887

Email: 1richphytocare@gmail.com

8.3 Purchaser's Covenants

Purchaser covenants and agrees to the following:

- (a) Notice of Damage or Emergency: Purchaser shall (a) promptly notify the Power Producer if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System; (b) immediately notify the Power Producer once it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises.

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- (b) Liens: Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the System or any interest therein. If Purchaser breaches its obligations under this Clause, it shall immediately notify the Power Producer in writing, and shall promptly cause such Lien to be discharged and released of record without any cost to the Power Producer, and shall indemnify the Power Producer against all costs and expenses (including reasonable attorneys fees and court costs) incurred in discharging and releasing such Lien.
- (c) Consents and Approvals: Purchaser shall ensure that any authorizations required of Purchaser under this Agreement, including those required for installation of System at the Premises and to drawl and consume of Solar Power are provided in a timely manner. The Purchaser shall cooperate with the Power Producer to obtain such approvals, permits, rebates or other 'financial incentives.
- (d) Access to Premises Grant of License: Purchaser hereby grants to the Power Producer a license co-terminus with the Term, containing all the rights necessary for the Power Producer to use portions of the Premises for the installation, operation and maintenance of the System pursuant to the terms of this Agreement, including ingress and egress rights to the Premises for the Power Producer and its employees and authorized representatives and access to electrical panels and conduits to interconnect or disconnect the System with the Premises electrical wiring with the consent and approval of the Purchaser's authorized representative identified by the Purchaser. Photo ids. will be provided by the Power Producer. Power Purchaser will assist in availing permissions to the site.
- (e) Security: The building which has enhanced security of Solar Power System Purchaser will keep the premises locked. Inspite of these measures, if any damages to the System takes place due to theft or vandalism then the same shall be claimed or reimbursed through insurances by Power producer. In case of theft and vandalism acts, the Purchaser will assist the Power Producer in procedures of filing FIRs, insurance claims and any other related activities. Whenever, the damages to the System occurs (except due to negligence of Power Producer) then the same shall be jointly assessed by both the Parties and a severity level will be decided, which will further decide the duration offered to the Power Producer to correct the damage, and the Power Producer shall he paid the amount on the basis of 'Deemed generation' for such a period. Power Producer shall be entitled to any insurance proceeds received for damages in this clause.
- (f) Purchaser will not conduct activities on, in or about the Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System. If System is damaged due to any such activity or through any other agency contracted by the Purchaser directly or indirectly, such a damage will be borne by the Purchaser.

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Managing Director

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- (g) Regardless of whether Purchaser is owner of the Premises or leases the Premises from a landlord, Purchaser hereby covenants that (a) the Power Producer shall have access to the Premises and System during the Term of this Agreement, and (b) neither Purchaser nor Purchaser's landlord will interfere or handle any of the Power Producer's equipment or the System without written authorization from the Power Producer.
- (h) Temporary storage space during installation: Purchaser shall provide sufficient space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary Construction, trailers and facilities reasonably necessary during the Installation Work, System Operations and access for rigging and material handling. During the period of installation and 25 years maintenance, for the purpose of operation and maintenance and storing the standby instruments / panels / watch and wards, a building space/ empty space for construction by the producer is to be provided by the purchaser at free of cost.
- (i) Sunlight Easements: Purchaser will take all reasonable actions as necessary to prevent other building, structures or flora from overshadowing or otherwise blocking access of 'sunlight to the System, including but not limited to such actions as may be reasonably necessary to obtain a solar access easement for such purpose. If any trimmed/uprooted trees carried out by power producer for the purpose of generation of agreed power, have to be disposed off to suitable location by the power purchaser.
- (j) Evacuation- Purchaser shall off take 100% of the Solar Power generated from the Delivery Point, and pay all invoices raised by the Power Producer under this Agreement by the 'Due Date' and pay interest on delayed payments, if any, as per this Agreement.
- (k) Water - Power Purchaser at zero cost shall arrange Raw Water at a given point as per the requirements of the Power Producer, for periodic cleaning of the solar panels.
- (l) Auxiliary Power — The Purchaser shall provide sufficient auxiliary power to the Power Producer for the maintenance and operation of its system.
- (m) Relocation - If one or more of the Solar Power Plant panels needs to be temporarily moved or its generation suspended, for any other reason requested by the Power Purchaser, the Power Purchaser will be responsible for pre-agreed costs on actuals only, arising from moving, disassembling and re-installing/ commissioning the Solar Power Plant, as agreed between the Parties. The Power Producer will be responsible for providing detailed documentary proof of the actual pre-agreed costs

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borne for such relocation/disassembling. Within 30 days of these satisfactory documents being provided by the Power Producer, the Purchaser shall reimburse these pre-agreed expenses in full, and delayed payment beyond the date mentioned above will attract Late Payment charges as described in Clause 7.8. During any interruption in generation during such a relocation, the Purchaser will continue to be billed as per Deemed Generation, during the period of interruption, for the affected Solar Power Plant(s).

9 Representations & Warranties

9.1 Representations and Warranties Relating to Agreement Validity

In addition to any other representations and warranties contained in the Agreement, each Parry represent and warrants it's to me other that:

- (a) It is duly organized and validly existing and in good standing in the jurisdiction of its incorporation;
- (b) It has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement.
- (c) It has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;
- (d) The Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms;
- (e) There is not litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of it's business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and
- (f) Its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

10 Taxes and Governmental Fees

10.1 Purchaser obligations

Purchaser shall pay for any taxes, fees or charges imposed or authorized by any Governmental Authority in future (as on date no such taxes/fees/charges are being levied) on sale of the Solar Power to Purchaser pursuant to clause 7. The Power

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Producer shall notify Purchaser in writing with a detailed statement of such amounts, which shall be invoiced by the Power Producer in the monthly bills and payable by Purchaser. Purchaser shall timely report, make filings for, and pay any and all sales, use, income or other taxes, and any other amounts assessed against it due to its purchase of the Solar Power. This Section 10.1 excludes taxes specified in Section 10.2.

10.2 Power Producer Obligations

The Power Producer shall be responsible for all income taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System. The Power Producer shall not be obligated for any taxes payable by or assessed against Purchaser based on or related to Purchasers overall income or revenues.

11 Force Majeure

11.1 Definition

"Force Majeure Event" means any act or event that prevents the affected Party from performing its obligation in accordance with the Agreement, if such act or event is beyond the reasonable control of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, "Force Majeure Event" shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lighting or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion. A Force Majeure Event shall not be based on the economic hardship of either Party. In case of any damage because of force majeure event, the System shall be repaired / commissioned at its own cost by the Power Producer.

- 11.2 **Excused Performance:** Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 11 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the

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other Party in writing of the cessation or termination of said Force Majeure Event and (iv) provided, however, that Purchaser shall not be excused from making any payments and paying any unpaid amounts due in respect of Solar Power delivered to Purchaser prior to the Force Majeure Event performance interruption.

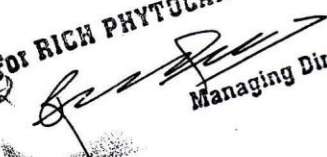
- 11.3 Termination as a Consequence of Force Majeure Event: If a Force Majeure Event shall have occurred that has affected the Power Producer's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then Purchaser shall be entitled to terminate the Agreement and if such Force Majeure Event continues for further ninety (90) days period, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination).

12 Default

12.1 Power Producer Defaults and Power Purchaser Remedies

- (a) Power Producer Defaults: The following events shall be defaults with respect to the Power Producer (each, a "Power Producer Default").
- (i) An Insolvency Event shall have occurred with respect to the Power Producer;
 - (ii) Failure, to achieve Commissioning of the System within 6 months of the Effective Date; and
 - (iii) The Power Producer breaches any material term of the Agreement and (A) if such breach can be cured within sixty (60) days after Purchaser's written notice of such breach and the Power Producer fails to cure the same; or (B) the Power Producer fails to commence and pursue a cure within such sixty (60) days period if a longer cure period is needed.
- (b) Purchaser's Remedies:
- (i) If a Power Producer Default described in Section 12.1 (a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 13, Purchaser shall have a right to deliver a notice of its intention to terminate this Agreement ("Purchaser Preliminary Default Notice"), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.
 - (ii) 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 Article; the Purchaser shall be at liberty avail the services of any other firm / successful bidder.


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- (iii) Following the issue of Purchaser 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 sixty (60) days of the issue of Purchaser Preliminary Default Notice or any other such period mutually agreed upon by the Parties, the Purchaser shall have the right to terminate this Agreement by issuing a Purchaser Termination Notice.
- (iv) Upon the delivery of the Purchaser Termination Notice, this Agreement shall stand terminated. The Power Producer shall have the liability to make payment within sixty (60) days from the date of Purchaser Termination Notice towards compensation to Purchaser equivalent to the difference between the Tariff and the grid rate notified by the relevant Government Authority for that point in time multiplied by the estimated Solar Power generated for a period of two (2) years following the termination, considered on normative capacity utilization factor.
- (v) if the Power Producer fails to remove the System from the Premises within one month from the date of termination, the Purchaser shall be entitled to dispose of the System in any manner it deems fit.
- (vi) The Power Purchaser may exercise any other remedy it may have at law or equity or under the Agreement.

12.2 Power Purchaser Defaults and Power Producer's Remedies

- (a) Purchaser Default : The following events shall be defaults with respect to Purchaser (each, a "Purchaser Default")
 - (i) An Insolvency Event shall have occurred with respect to Purchaser;

Purchaser breaches any material term of the Agreement if (A) such breach can be cured within sixty (60) days after the Power Producer's notice of such breach and Purchaser fails to so Cure, or (B) Purchaser fails to commence and pursue said cure within such sixty (60) day period if a longer cure period is needed; and
 - (iii) Purchaser fails to pay the Power Producer any undisputed amount or, if the amount is disputed, an amount based on average consumption of last three consecutive undisputed invoices to the Power Producer under Section 7.9 of this Agreement within sixty (60) days from the receipt of notice from the Power Producer of such past due amount

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- (b) Power Producer's Remedies: If a Purchaser Default described in Sections 12.2 (a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 13, the Power Producer shall be entitled to terminate this Agreement by serving a fifteen (15) days notice and upon such termination, (A) the Power Producer shall be entitled to receive from Purchaser the Purchase Price. The Purchase Price payable shall be the Purchase Price Specified in Schedule III that falls on such date. Upon the payment of the Purchase Price, the Power Producer shall cause the title of the System to transfer to the Purchaser and (b) the Power Producer may exercise any other remedy it may have at law or equity or under the Agreement.

13 Limitations of Liability

- 13.1 Except as expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the Agreement.
- 13.2 Subject to the provisions of the Agreement, the Power Producer shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the Power Producer, or contractors engaged by the Power producer in connection with Power Producer and shall not be deemed to be employees, representatives, contractors of the Purchaser Nothing contained in the Agreement or in any agreement or contract executed by the Power Producer shall be construed to create any contractual relationship between any such employees, representatives or contractors and the Purchaser.
- 13.3 Notwithstanding any liability, or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the Purchaser can claim compensation under any insurance policy, shall not be charged to or payable by the Purchaser

14 Assignment & Novation

- 14.1 Assignment: Notwithstanding anything contained herein, 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 party ("Assignment"), with the consent of the Power Purchaser. The Power Purchaser shall not unreasonably withhold such consent. In the event of such assignment, the Purchaser will be able to hold the Power Producer as well as the party to whom the benefits under this contract are assigned, to be jointly and severally responsible for performing the obligations under this contract. Further, in the event of assignment, the Purchaser 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.

If the Power Producer were to sell the Solar Power Plant, 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. Purchaser may assign its rights under this Agreement, without the prior consent of Power Producer, to an Affiliate or any successor in interest to Purchaser, 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 Purchaser and its successors or assigns. However, any such actions as intended by the Power Producer under Article 14.1 and Article 14.2 shall be binding on Power Purchaser, if there are zero material inconsistencies present in the contract provisions during the time of assignment/novation, else, it shall be construed as default in contract and appropriate actions shall be taken as deemed fit.

- 14.2 Novation: The Parties agree and acknowledge that the Power Producer may intend to novate the Agreement to a party, and has the right to transfer any or all of its rights and obligations under this Agreement to a party or any other third party ("New Party"), with the consent of the Power Purchaser. The Power Purchaser shall not unreasonably withhold such consent. Upon Novation, 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 Purchaser hereby agrees and undertakes that, promptly upon receiving a request from the Power Producer, the Purchaser 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. If the parties agree to do Novation then separate Novation agreement shall be executed.

14.3 Notices

Unless otherwise provided in the Agreement, all notices and communications concerning the Agreement shall be in writing and addressed to the Parties at the addresses set forth below:

Power Producer's address and contact details:

M/s. Rich Phytocare Pvt. Ltd
Flat 2B, Mahalakshmi Enclave,
No.26 Tank Bund Road, Nungambakkam,
Chennai 600034, Tamilnadu

Purchasers address and contact details:

THE REGISTRAR
SRI VENKATESWARA UNIVERSITY:
(S V ENGINEERING COLLEGES & S S)
Sri Venkateswara University, Tirupati, Andhra Pradesh 517502

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Managing Director

VC & Managing Director
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14.4 Notice

Unless otherwise provided herein, any notice provided for in the Agreement shall be hand delivered, sent by registered post, or by courier delivery, or transmitted by facsimile and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered or sent by courier delivery or sent by courier delivery, upon posting if sent by registered post and upon confirmation of sending when sent by facsimile on the next Business Day.

15. Confidentiality

15.1 Confidentiality obligation

- (a) If the Power Producer provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copy righted or trademarked information, and / or technical information regarding the , design, operation and maintenance of the System ("Confidential Information") to Purchaser or, if in the course of performing under the Agreement or negotiating the Agreement Purchaser learns Confidential Information regarding the facilities or plans of the Power Producer, Purchaser shall (a) protect the Confidential information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. Notwithstanding the above, Purchaser may provide such Confidential Information to its officers, directors, manager, employees and Affiliates (collectively "Representatives"), in each case whose access is reasonably necessary for purposes of the Agreement. Each such recipient of Confidential information shall be informed by Purchaser of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. Purchaser shall be liable for any breach of this provision by any entity to whom it improperly discloses Confidential Information. All Confidential Information shall remain the property of the Power Producer and shall be returned to it after Purchaser's need for it has expired or upon the request of the Power Producer.

If the Purchaser provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copy righted or trademarked information, ("Confidential Information") to the Power Producer or, if in the course of performing under the Agreement or negotiating the Agreement the Power Producer learns Confidential Information regarding

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the facilities Or plans of the Purchaser, the Power Producer shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. Notwithstanding the above, the Power Producer may provide such Confidential Information to its officers, directors, managers, employees and Affiliates (collectively, "Representatives"), in each case whose access is reasonably necessary for purposes of the Agreement. Each such recipient of Confidential Information shall be informed by the Power Producer of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. The Power Producer shall be liable for any breach, of this provision by any entity to whom it improperly discloses Confidential Information. All Confidential Information shall remain the property of the Purchaser and shall be returned to it after the Power Produce's need for it has expired or upon the request of the Purchaser.

15.2 Permitted Disclosures

Notwithstanding any other provision contained herein, neither Party shall be required to hold confidential any information that

- (a) becomes publicity available other than through the receiving Party.
- (b) is required to be disclosed under Applicable Law or pursuant to a validity issued notice or required filing, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement
- (c) is independently developed by the receiving Party ; or
- (d) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality..

16 Indemnity

16.1 Power Producer's Indemnity

Subject to Section 13, the Power Producer agrees that it shall indemnify and hold harmless Purchaser and its members, officers, employees, students, casual laborers, persons permitted' to run any business or service, such as canteens, stores, photocopy units, banks, post office, courier service, hospital and to any lawful visitors (collectively, the "Purchaser Indemnified Parties") from and against any and all Losses incurred by the Purchaser Indemnified Parties to the extent arising from or out of the following any claim for or arising out of any injury to Or death of any Person or Loss or damage to Property of any Person to the extent arising out of the Power

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Producer's negligence or willful misconduct. The Power Producer shall not, however, be required to reimburse or indemnify any Purchaser Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Purchaser indemnified Party.

16.2 Purchaser's Indemnity

Subject to Section 13, Purchaser agrees that it shall indemnify, defend and hold harmless the Power Producer, its permitted successors and assigns and their respective directors, officers, employees, contractors, sub-contractors, and agents (collectively, the "Power Producer indemnified Parties") from and against any and all Losses incurred by the Power Producer Indemnified Parties to the extent arising from or out of any claim for or arising out of any injury to or death or any Person or loss or damage to property of any Person to the extent arising out of Purchaser's negligence or willful misconduct. Purchaser shall not, however, be required to reimburse or indemnify any Power Producer Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Power Producer Indemnified Party.

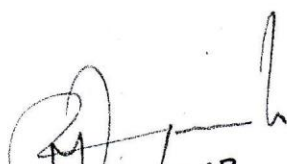
17. Miscellaneous

17.1 Amendments

This Agreement may only be amended, modified or, supplemented by an instrument in writing executed by duly authorized representatives of the Power Producer and Purchaser.

17.2 Goodwill and Publicity

Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases and other public statements by the other Party that refer to, or that describe any aspect of, this Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by applicable law) shall be made by either Party without the prior written consent of the other Party. Without limiting the generality of the foregoing and whether or not the consent of the other Party is required or obtained, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement.


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17.3 Industry Standards

Except as otherwise set forth herein, for the purpose of the Agreement, the normal standards of performance within the solar photovoltaic power generation Industry in the relevant market shall be the, measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

17.4 Cumulative Remedies

Except as set forth to the contrary herein, any right or remedy of the Power Producer or Purchaser shall be cumulative and without prejudice to any other right or remedy.

17.5 No Waiver

The failure of the Power Producer or Purchaser to enforce any of the provisions of the Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision in any other instance or of any other provision in any instance.

17.6 Survival

The obligations under Section 8:1 (d) (Power Producer Covenant), Sections 8.3(d), (e), (f) and (g) (Purchaser Covenants), Section 10 (Taxes and Governmental Fees), Section 13 (Limitation of Liability) Section 12.2 (Notices), Section 15 (Confidentiality), or pursuant to other provisions of this Agreement that, by their nature and context, are intended to survive. termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

17.7 Governing Law & Jurisdiction

- (a) This Agreement shall be governed by and construed in accordance with the laws of India. The Parties agree that the courts in Delhi shall have jurisdiction over any action or proceeding arising under the Agreement.
- (b) In the event of any Dispute, difference of opinion or dispute or claim arising out of or relating to this Agreement or breach, termination or the invalidity thereof, shall firstly be attempted to be resolved by conciliation. The procedure as mentioned in PWD Works Manual prevalent at the time of such dispute is to be followed to carry out the said conciliation.

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(c) Arbitration Procedure:

- (i) In case of any dispute arising out of this Agreement or otherwise, between the parties hereto, PWD manual dispute resolution methodology will be used. A period of not more than 15 days will be allotted at each stage of resolution. Upon failure to resolve the said dispute through conciliation the dispute shall be referred to arbitration and the V.C & Managing Director, NREDCAP, may appoint an arbitrator. The arbitrator(s) shall be appointed within a period of 30 days from the date of receipt of written notice / demand of appointment of arbitrator from either Party. The cost of the arbitration will be shared equally by Power Producer and the Purchaser.
- (ii) The venue of such arbitration shall be Head Office of NREDCAP. The arbitral award shall be binding on both Parties. The arbitration proceedings shall be governed by the Indian Arbitration and Conciliation Act, 1996, as amended from time to time including provisions in force at the time the reference is made.
- (d) During the dispute resolution period, both the Parties shall continue to perform their respective obligations as per provisions of the Agreement.
- (e) This Section 17 is severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason.

17.8 Severability

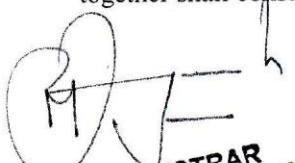
If any term, covenant or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

17.9 Successors and Assigns

This Agreement and the rights and obligations under the Agreement shall be binding upon and shall inure to the benefit of the Power Producer and Purchaser and their respective successors and permitted assigns.

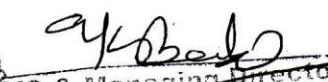
17.10 Counterparts

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.


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17.11 Independent Service Provider

This Agreement is on a principal to principal basis between the parties hereto Nothing contained in tills Agreement shall be construed or deemed to create any association, partnership or joint venture or employer employee relationship or principal-agent relationship in any manner whatsoever between the Parties

17.12 Non-Exclusive Agreement

This Agreement is on non-exclusive basis. The Purchaser is free to engage any other service provider's or may entrust services similar to those provided by the Power Producer under this Agreement to any other person/s, provided the Power Producer's rights under this Agreement are not affected in any manner

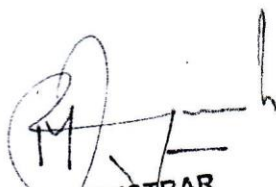
17.13 Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto with respect of the subject matter of this Agreement and supersedes all prior agreements and undertakings; written or oral, with respect to the subject matter hereof except as otherwise expressly provided herein. The Schedules annexed to this Agreement also form a part of this Agreement.

17.14 Insurance

The Power Producer shall maintain at its own costs, throughout the tenure of this Agreement and any extensions thereof all mandatory insurance coverage for adequate amount including but not restricted to comprehensive general liability insurance including theft and vandalism, covering the System and accidental losses, bodily harm, injury, death of all individuals employed/ assigned by the Power Producer to perform the services required under this Agreement.

17.15 Annual accounts reconciliation shall be conducted annually between the Power Producer and Purchaser.


REGISTRAR
S.V. UNIVERSITY
TIRUPATI.


FOR RICH PHYTOCARE (P) LTD.
Managing Director


VC & Managing Director
NREDCAP Hyderabad.

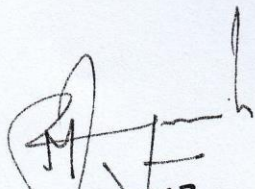
IN WITNESS WHEREOF the Parties have caused the Agreement to be duly executed through their duly authorized representatives as of the date set forth above.

FOR & ON BEHALF OF
THE POWER PURCHASER

Signature :

Name :

Designation :


REGISTRAR
S.V. UNIVERSITY
TIRUPATI.

FOR & ON BEHALF OF POWER
PRODUCER

Signature

Name

Designation


FOR RICH PHYTOCARE (P) LTD.
Managing Director

: D. Ramesh Chandran

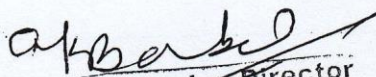
: Managing Director

FOR & ON BEHALF OF NREDCAP, HYDERABAD

Signature :

Name :

Designation :

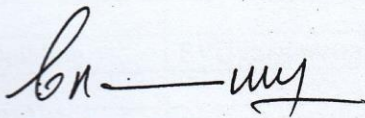

VC & Managing Director
NREDCAP Hyderabad.

WITNESSES - 1

Signature

Name

Designation :


C.B. Jagadeeswar
Reddy

DM, NREDCAP

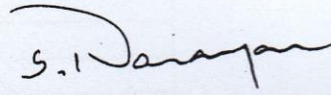
CHITTOOR

WITNESS - 2

Signature

Name

Designation


S. NARAYANAN
Director

Rich Phytocare (P) Ltd

SCHEDULE I
DESCRIPTION OF THE PREMISES

Premises Overview	
Segment	: Office Building/ Open space within the premises
Type of Roof	: Flat Concrete or <u>Pillar or Steel Iron section</u>
Hours of Operation	: 12 Hours, <u>7</u> Days a week
Security	: Gated Complex with dedicated round the clock security arrangement

Capacity and Area Requirement

Capacity	<u>150</u> kWp
Module Area	<u>19,500 Sq. Ft. (PV Syst.) (Clear shadow less effective area)</u>
Details of Building	SVU Engineering College & SS
Details of Roofs	In & around meter yard of the transformer according to the generation of required power feasibility 150 Kw
Details of Power Distribution System	-----


REGISTRAR
SV UNIVERSITY
VIJAYAPATI.

FOR RICH PHYTOCARE (P) LTD.

Managing Director

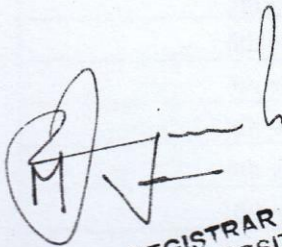
3 
VC & Managing Director
NREDCAP Hyderabad.

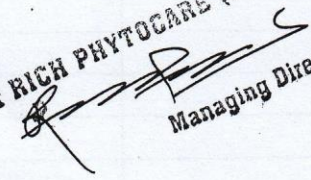
SCHEDULE IITARIFF AND FEES

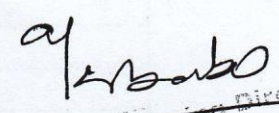
Following is the details of the tariff agreed between the parties.

Purchase shall pay power producer for solar power at the rate equal to INR 6.40 /unit
(Six rupees and forty paise only) which is the levelized tariff for a period of 25 years as
per NREDCAP Tender No: NREDCAP/OSD/NM/RESCO/2016-18, DATED 01.07.2016

The fees and payment details are provided in detail under clause 7 of this agreement.


REGISTRAR
S.V. UNIVERSITY
TIRUPATI.

For RICH PHYTOCARE (P) LTD.

Managing Director

3 
VC & Managing Director
NREDCAP Hyderabad.

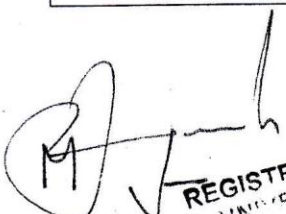
SCHEDULE IIIYEARWISE SALVAGE VALUE OF THE SOLAR POWER SYSTEM

The following is the purchase value of the system over a period of 25 years. This may be applicable under the following conditions.

1. The Power Purchaser terminates the PPA before the 25 years PPA Tenure
2. The Power Purchaser wishes to own the Project before the Tenure of the PPA.
3. The Solar Project is relocated or shifted owing to demolition of the Building, damage to the building, change of city plans or any other reason.

Purchase Price for 150 Kwp system @ Rs. 75/- watt.

Year	Salvage Value (Rs.)
1st year	100%
2nd year	96%
3rd year	92%
4th year	88%
5th year	84%
6th year	80%
7th year	76%
8th year	72%
9th year	68%
10th year	64%
11th year	60%
12th year	56%
13th year	52%
14th year	48%
15th year	44%
16th year	40%
17th year	36%
18th year	32%
19th year	28%
20th year	24%
21th year	20%
22nd year	16%
23rd year	12%
24th year	8%
25th year	4%


REGISTRAR
S.V. UNIVERSITY
TIRUPATI.


For RICH PHYTOCARE (P) LTD.
Managing Director

3 
VC & Managing Director
NREDCAP Hyderabad.

(5)

SCHEDULE IV**ESTIMATED SOLAR POWER GENERATION**

Client : SRI VENKATESWARA UNIVERSITY: (S V ENGINEERING COLLEGES & S S)

Project : RESCO MODEL -150 kwp

Location : TIRUPATI

End of Year	Yearly Degradation 'MWh' (Modules & System) – Degradation consider in PV Syst generation data	Global incident in coll. Plane (GlobInc) 'kWh/Sq.mtr' Yearly	Energy injected into grid (E_Grid) 'MWh' Yearly 'A'
1	1.0%	1812.3	225000
2	1.0%	1812.3	222750
3	1.0%	1812.3	220523
4	1.0%	1812.3	218317
5	1.0%	1812.3	216134
6	1.0%	1812.3	213973
7	1.0%	1812.3	211833
8	1.0%	1812.3	209715
9	1.0%	1812.3	207618
10	1.0%	1812.3	205541
11	1.0%	1812.3	203486
12	1.0%	1812.3	201451
13	1.0%	1812.3	199437
14	1.0%	1812.3	197442
15	1.0%	1812.3	195468
16	1.0%	1812.3	193513
17	1.0%	1812.3	191578
18	1.0%	1812.3	189662
19	1.0%	1812.3	187766
20	1.0%	1812.3	185888
21	1.0%	1812.3	184029
22	1.0%	1812.3	182189
23	1.0%	1812.3	180367
24	1.0%	1812.3	178563
25	1.0%	1812.3	176778

REGISTRAR
S.V. UNIVERSITY
TIRUPATI.

FOR RICH PHYTOCARE (P) LTD.
Managing Director

VC & Managing Director
NREDCAP Hyderabad.

SCHEDULE VGOVERNMENT APPROVALS

1. To be obtained by the power producer

All approvals including approvals/consents required under local regulations, building codes and approvals required from the distribution utility etc. relating to installation and operation of the system (including the government incentives/subsidies available for the project) and generation and supply of solar power from the Project.

2. To be obtained by Power Purchaser

Any authorizations required of purchaser, including those required for installation of system at the premises. Permissions and coordination with DISCOM or any related organization for NET METERING. Power Purchaser will apply for net metering and bear the cost of net meter only.


REGISTRAR
S.V. UNIVERSITY
TIRUPATI.

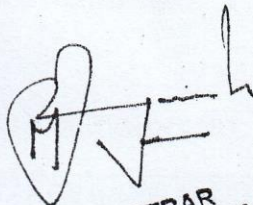
For RICH PHYTOCARE (P) LTD.

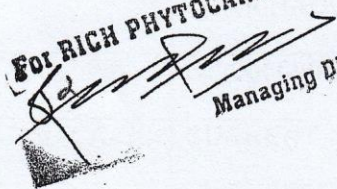
Managing Director

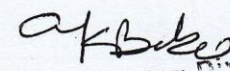

VC & Managing Director
NREDCAP Hyderabad

SCHEDULE - VI

TENDER AND LETTER OF ALLOCATION &
SANCTION LETTER FROM NREDCAP


REGISTRAR
S.V. UNIVERSITY
TIRUPATI.

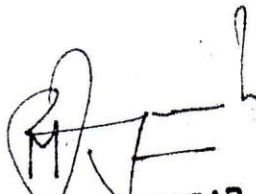
For RICH PHYTOCARE (P) LTD.

Managing Director 3

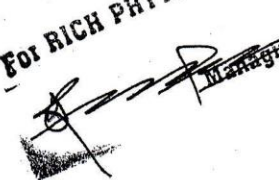

VC & Managing Director
NREDCAP Hyderabad.

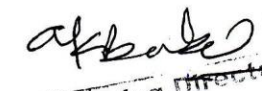
ANNEXURE - I

POWER PRODUCER BANK DETAILS

NAME OF THE BENEFICIARY	M/s. Rich Phytocare Pvt.Ltd.
PRINCIPAL PLACE OF BUSINESS & ADDRESS	<u>Flat 2B, Mahalakshmi Enclave, No.26</u> <u>Tank Bund Road, Nungambakkam,</u> <u>Chennai 600034, Tamilnadu</u>
NAME OF THE BANK	HDFC BANK LTD
BANK ADDRESS	ALLINGARAM BRNACH, THENI TAMILNADU 625531.
BANK ACCOUNT NO.	50200000944884
TYPE OF BANK ACCOUNT – SB/CA/CC	CURRENT
IFSC/NEFT/RTGS CODE	HDFC0000776
MICR CODE	625240102
PAN CARD NO	AACCR8543G
PHONE NO. / FAX NO. WITH STD CODE	04546 285887 / 9787757278
EMAIL ID OF CONTACT PERSON	1richphytocare@gmail.com richphytocare@yahoo.com


REGISTRAR
S.V. UNIVERSITY
TIRUPATI.

For RICH PHYTOCARE (P) LTD.

Managing Director

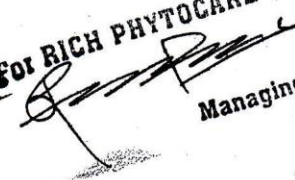
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VC & Managing Director
NREDCAP Hyderabad.

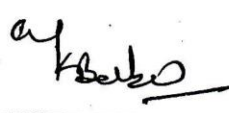
(A) SV University
Control House & Comp. Centre
400 KWP

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REGISTRAR
S.V. UNIVERSITY
TIRUPATI.

FOR RICH PHYTOCARE (P) LTD.

Managing Director


VC & Managing Director
NREDCAP Hyderabad.

This Power Purchase Agreement is executed on 3rd day of December 2016 at TIRUPATI

BETWEEN

SRI VENKATESWARA UNIVERSITY: THE REGISTRAR

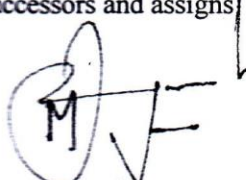
Sri Venkateswara University, Tirupati, Andhra Pradesh 517502 (Designation and Address) (hereinafter referred to as "Purchaser"), which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assigns

AND

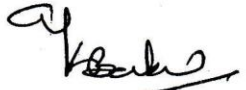
M/s. Rich Phytocare Pvt. Ltd., (Name of Power Producer), a company incorporated under the Companies Act, 1956 having its registered office at Flat 2B, Mahalakshmi Enclave, No.26 Tank Bund Road, Nungambakkam, Chennai 600034, Tamilnadu (complete address) (hereinafter referred to as "Power Producer"), which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assigns

AND

M/s New & Renewable Energy Development Corporation of AP Ltd., (NREDCAP), a company incorporated under the Companies Act, 1956 having its registered office at 5-8-207/2, Pishgah Complex, Nampally 400 001 (hereinafter referred to as "NREDCAP"), which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assigns


REGISTRAR
S.V. UNIVERSITY
TIRUPATI


FOR RICH PHYTOCARE (P) LTD.
Managing Director


VC & Managing Director
NREDCAP Hyderabad.

This Power Purchase Agreement is executed on 3rd day of December 2016 at TIRUPATI

BETWEEN

SRI VENKATESWARA UNIVERSITY : THE REGISTRAR

having its office at **Sri Padmavati Mahila Visvavidyalayam, Tirupati, Andhra Pradesh 517502** represented by its authorised signatory **THE REGISTRAR** hereinafter referred to as "**Purchaser**" which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assignees, of the **FIRST PARTY**.

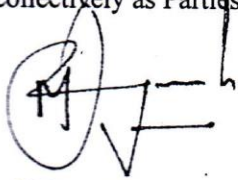
AND

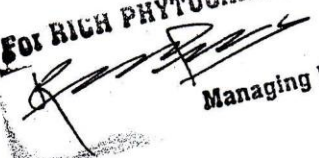
M/s. Rich Phytocare Pvt. Ltd a company incorporated under the Companies Act, 1956 having its registered office at Flat 2B, Mahalakshmi Enclave, No.26 Tank Bund Road, Nungambakkam, Chennai 600034, Tamilnadu (hereinafter referred to as "**Power Producer**" which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assignees, of the **SECOND PARTY**.

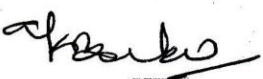
AND

New and Renewable Energy Development Corporation of Andhra Pradesh Ltd., a fully owned State Government Company, registered under the Companies Act, 1956 having its registered office at 5-8-207/2, Pishah Complex, Nampally, Hyderabad 400 001 (India), represented by its Vice-Chairman & Managing Director, hereinafter referred to as the "**NREDCAP**" which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assignees, of the **THIRD PARTY**.

The Purchaser, Power Producer and NREDCAP are severally referred to as the party and collectively as Parties.


REGISTRAR
S.V. UNIVERSITY
TIRUPATI


FOR RICH PHYTOCARE (P) LTD.
Managing Director


VC & Managing Director
NREDCAP Hyderabad.

WHEREAS:

- A. The Power Producer has been notified as successful bidder by NREDCAP for "Design, Manufacture, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance of 400 KWp Rooftop Solar PV System for a period of 25 years in AP State under Renewable Energy Service Company (RESCO) Route and as per Technical Specification & other details as per the Tender No. NREDCAP/ OSD/ NM/ RESCO/ 2016-18, dt 01.07.2016.
- B. The Power Producer is engaged in the business of building and operating power plants, including grid connected rooftop Solar power projects.
- C. The Power Producer has agreed to install and operate a Grid connected solar photovoltaic power plant of 400 KWp capacity at the Premises of the Purchaser after due inspection of the Premises as defined hereinafter and supply the entire Solar Power of the Project to Purchaser on the terms and conditions contained in this Agreement.
- D. The Purchaser has agreed to purchase the entire Solar Power of the Project on "Take or Pay basis" the terms and conditions contained in this Agreement.

NOW THEREFORE in consideration of the mutual promises, conditions and covenants set forth herein, the Parties hereby agree as below:

1. Definitions and Interpretation

1.1 Definitions

In addition to other capitalized terms specifically defined elsewhere in the Agreement or unless the context otherwise requires, the following words and phrases shall be defined as follows:

- (a) "Actual Monthly Production" means the amount of energy recorded by the Main Metering System during each calendar month of the Term, pursuant to Section 5.2;
- (b) "Affiliate" means with respect to any specified Person, any other Person, directly or indirectly controlling, controlled by or under common control with such specified Person)
- (c) "Agreement" means this Power Purchase Agreement executed hereof, including the schedules, amendments, modifications and supplements made in writing by the Parties from time to time.
- (d) "Applicable Law" means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license,

REGISTRAR
S.V. UNIVERSITY
TIRUPATI.

For RICH PHYTOGEN LTD.
Managing Director

VC & Managing Director
NREDCAP Hyderabad.

- (e) franchise, permit, authorization, guideline, **Governmental Approval**, consent or requirement or any Governmental Authority in India having jurisdiction over such Person or its property, enforceable by law or in equity, including the interpretation and administration thereof by such Governmental Authority.
- (f) "Assignment" has the meaning set forth in Section 14.1:
- (g) "Business Day" means any day other than Sunday or any other day on which banks in operation are required or authorized by Applicable Law to be closed for business:
- (h) "Commercial Operation Date" has the meaning set forth in Section 4.3(b)
- (i) "Consents, Clearances and Permits" shall mean all authorization, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and / or supply of power:
- (j) "Deemed Generation" has the meaning set forth in Section 5.2 (c)
- (j) "Delivery Point" shall be the single point, at a location mutually agreed by the Parties, in line with applicable regulation/ rules where Solar Power is delivered by the Power Producer from the System to the Purchaser.
- (k) "Dispute" has the meaning set forth in Section 17.7 (b);
- (l) "Disruption Period" has the meaning set forth in Section 5.3 (c)
- (m) "Distribution Utility" means the local electric distribution owner and operator providing electric distribution and interconnection services to Purchaser at the Premises;.
- (n) "Due Date" has the meaning set forth. in Section 7.4;
- (o) "Effective Date" has the meaning set forth in Section 2
- (p) "Estimated Remaining Payments" means as of any date, the estimated remaining Solar Power Payments to be made through the end of the applicable Term, as reasonably determined by. the Power Producer in accordance with Section 7.1
- (q) "Expiration Date" means the date on which the Agreement terminates by reason of expiration of the Term.
- (r) "Force Majeure Event" has the meaning set forth in Section 11.1

REGISTRAR
S.V. UNIVERSITY
TIRUPATI.

For RICH PHYTOCARE (P) LTD.
Managing Director

VC & Managing Director
NREDCAP Hyderabad.

- (s) "Governmental Approval" means any approval, consent, franchise, permit, certificate, resolution, concession, license or authorization issued by or on behalf of any applicable Governmental Authority for the purpose of setting up of the Project and / or for sale and purchase of Solar Power of the Project pursuant to the Agreement.
- (t) "Governmental Authority" means any central; state, regional, district, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.
- (u) "Indemnified Persons" means the Purchaser Indemnified Parties or the Power Producer-indemnified Parties, as the context requires.
- (v) "Insolvency Event" means with respect to a Party, that either
 - (i) Such party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee, administrator, liquidator on the likes of itself or of all or a substantial part of its assets or business; (B) been unable to pay its debts as such-debts become due; (C) made a general assignment for the benefit of its creditors, (D) commenced a voluntary proceeding under any insolvency or bankruptcy law; filed a petition seeking to take advantage of any other law relating to the bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; or (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or
 - (ii) It is clarified that a dissolution or liquidation will not be an Insolvency Event if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization, and the resulting company retains credit worthiness similar to the dissolved or liquidated entity and expressly assumes all obligations of the dissolved and liquidated entity under this Agreement and is in a position to the perform them.
- (w) "Installation Work" means the construction and installation of the System and the Start-up, testing and acceptance (but . not the operation and maintenance) thereof; all performed by or for the Power Producer at the Premises.
- (x) "Invoice Date has the meaning set forth in Section 7.4.
- (y) "Losses" means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, clean up and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys' fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing and indemnity' obligation)

REGISTRAR
S.V. UNIVERSITY
TIRUPATI.

For RICH PHYTOCARE (P) LTD.
Managing Director

VC & Managing Director
NREDCAP Hyderabad.

- (z) "Main Metering System" means all meter(s) and metering devices owned by the Power Producer and installed at the Delivery point for measuring and recorded the delivery and receipt of energy.
- (aa) "Metering Date" means the first Business day of each calendar month subsequent to the month in which the Solar Power is generated by the Power Producer. The billable units shall be equal to the difference between the meter reading on the Metering Date and the meter reading on the previous month's Metering. Date.
- (bb) "Party" or Parties" has the meaning set forth in the preamble to this Agreement.
- (cc) "Person" means an individual, partnership, corporation, limited Liability Company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.
- (dd) "Power Producer Default" has the meaning set forth in Section 12.1 (a).
- (ee) "Power Producer Indemnified has the meaning set forth in Section 16.1.
- (ff) "Premises" means the premises described in Schedule 1 to this Agreement. For the avoidance of doubt, the Premises include, the entirety of any and underlying real property located at the address described in Schedule 1 to this Agreement.
- (gg) "Purchase Date" means the date on which title to the System transfers to the Purchaser pursuant to the Purchaser exercising its purchase option under Section 3.2.
- (hh) "Purchase Price" means the fee payable Purchaser to the Power Producer under the circumstances described in Section 3.2
- (ii) "Purchaser Default" has the meaning set forth in Section 12.2 (a).
- (jj) "Purchaser Indemnified Parties" has the meaning set forth in Section 16.2.
- (kk) "Representative" has the meaning forth in Section 8.2.
- (ll) "Scheduled Complete Date" has the meaning set forth in Section 4.1(h).
- (mm) "Selectee" means, a new company (i) proposed by the Lenders read with Schedule III hereof and approved .by the Purchaser (ii) or proposed by the Purchaser in accordance. with Schedule III hereof and approved by-the Lenders, for substituting the Power Producer for the residual period of the Agreement by amendment of the Agreement or by execution of a fresh power purchase agreement in-accordance with the terms and conditions contained in the said Schedule

REGISTRAR
S.V. UNIVERSITY
TIRUPATI.

FOR RICH PHYTOCARE (P) LTD.

Managing Director

VC & Managing Director
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- (nn) "Solar Power" means the supply of electrical energy output from the System.
- (oo) "Solar Power Payment" has the meaning set forth in Section 7.1.
- (pp) "System" includes the integrated assembly of photovoltaic panels, mounting, assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, and all other material comprising the Installation Work.
- (qq) "System Operations" means the Power Producer's operation, maintenance and repair of the System performed in accordance the requirement herein.
- (rr) "Tariff" means the price per kWh set forth in Schedule II hereto.
- (ss) "Term" has the meaning set forth in Section 3.1:

1.2 Interpretation

- (a) Unless otherwise stated, all references made, in this Agreement to "Sections", "Clauses" and "Schedules" shall refer respectively to Sections, clauses and Schedules of this Agreement. The Schedules to this Agreement form an integral part of this Agreement and shall have effect as though they were expressly set out in the body of this Agreement.

In the Agreement, unless the context otherwise requires (i) words imparting singular connotation shall include plural and vice versa: (ii) the words "include", "includes", and "including" mean include, includes and including "without limitation" and (iii) the words "hereof", "hereto", "herein" and "hereunder" and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement.

2. Effective Date

This Agreement shall be effective on the day that falls one Business Day after the date of signing of this Agreement.

3. Terms and Termination

3.1 Term

The term of the Agreement shall commence on the Effective Date and shall continue for twenty five (25) years from the Commercial Operations Date (the "Term"), unless and until terminated earlier pursuant to the provisions of the Agreement. After the Term, the ownership of the System shall be transferred to the Purchaser free of cost.

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3.2 Purchase Option/ Purchase Obligation

So long as a Purchaser default shall not have occurred and be continuing, Purchaser has the option to purchase the System by paying the Power Producer the Purchase price as per Schedule III to this Agreement. To exercise its purchase option, the Purchaser shall not less than Ninety (90) days prior to the proposed Purchase Date, provide written notice to the Power, Producer of Purchaser's intent to exercise its option to purchase the System on such purchase date: In the event Purchaser confirms its intention to exercise the purchase option in writing to the Power Producer, (i) Purchaser shall pay the applicable purchase price to the Power Producer on the Purchase Date, and such payment shall be made in accordance with any written instructions delivered to Purchaser by the Power Producer for payments under the Agreement, and (ii) the Parties shall promptly execute all documents necessary to (A) cause title to the System to pass to Purchaser on the Purchase Date, free and clear of all liens and (B) assign all vendor warranties for the System to Purchaser. Upon execution of the documents and payment of the applicable purchase price in each case as described in the preceding sentence, the Agreement shall terminate automatically and the Purchaser shall become the owner of the System. Upon such termination, the Power Producer shall offer its operations and maintenance ("O&M") services to the Purchaser and the Parties may enter into an O&M agreement in this regard. The terms and conditions of the O&M agreement will be negotiated in good faith between the Parties.

3.3 Conditions of the Agreement prior to installation

In the event that any of the following events or circumstances occur prior to the Commercial Operation Date, the Power Producer may terminate the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination.

- (a) There has been a, material adverse change in the rights of Purchaser to occupy the Premises or the Power Producer to install the System at the Premises.
- (b) The Power Producer has determined that there are easements, CCRs or other liens or encumbrances that would materially impair or prevent the installation, operation, maintenance or removal of the System. If any dispute arises before commercial operation date, the same shall be resolved under clause, 17.7 (c)
- (c) The Purchaser warrants that the roof top or the space provided for the installation of the solar power system is free from any liens or encumbrances. The purchase would not at any point of time encumber the rooftop space without the consent of the Solar Power Producer or its lender.

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4 Construction, Installation, Testing and Commissioning of the System

4.1 Installation Work

- a) The Power Producer will cause the Project to be designed, manufactured, supplied, engineered, erected, tested and commissioned, operated & maintained and constructed substantially in accordance with Tender No NREDCAP/OSD/NM/RESCO/2016-18, DATED 01.07.2016 and the sanction letter issued by NREDCAP. The Power Producer shall provide to the Purchaser and NREDCAP a bill of materials listing the major equipment constituting the System. Such bill of materials shall be provided within 30 days of the Commercial Operation Date.
- b) The Power Producer shall have access as reasonably permitted by the Purchaser to perform the Installation Work at the Premises in a manner that minimizes inconvenience to and interference with the use of the Premises to the extent commercially practical.
- c) It is agreed between the Parties that the Power Producer shall commission the System with a capacity of 400 KWp.
- d) The Power Producer shall provide and lay the dedicated electrical cables for transmission of Solar Power from the System up to the Delivery Point. Transmission or distribution of Solar Power beyond this point will be the responsibility of the Purchaser. The Delivery Point shall be where the Main Metering System is located.
- e) The installation of additional equipment or upgrading of existing facilities as per the statutory requirements or requirements of state utilities shall be the responsibility of Power Producer.
- f) Unless otherwise agreed between the Parties, the Power Producer shall not do
 - (a) chipping of rooftop; or (b) water proofing of roof to be disturbed
 - (c) Carry out any other modification of the Premises without the written consent of the Purchaser. The Power Producer shall maintain general cleanliness of area around the Project during construction and operation period of the Project. In case any damages is caused to the equipment / facilities owned by the Purchaser due to the Power Producer, the same shall be made good rectified by the Power Producer at their cost.
- g) The Power Producer shall, within thirty (30) days of the Effective Date, submit to the Purchaser, shop drawings of the Project for approval ("Shop Drawings"). The drawings will have to be approved by the Power Purchaser within 3 days from the submission of the drawings: If the Purchaser has any objection/recommendation in the Shop Drawings, he shall communicate the same to Power Producer within a period of ten (10) days of the date of submission of the Shop Drawings. Any delay will extend the Effective Date and such approval shall not be unreasonably withheld.

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- h) Subject to any punch-list items which shall be agreed by the Purchaser as not being material to completion of the Project, the Power Producer agrees that it shall achieve the completion of the Project/ Commissioning of the Project within 6 months from the Effective Date ("Scheduled Completion Date"). Any delays on account of the Purchaser that may cause hindrance or delay in execution of the Project shall not be included in the set period of 6 months. Purchaser shall ensure that sufficient load is available at the Delivery Point to ensure synchronization and drawl of power from System.
- i) If the Power Producer is unable to commence supply of Solar Power to the Purchaser by the Scheduled Completion Date, other than for the reasons specified in Article 11 and 12.2 (Force Majeure or Purchaser Default), the Power Producer or its contractor shall pay to NREDCAP genuine pre-estimated liquidated damages for the delay in such commencement of supply of Solar Power as per the clause of the NREDCAP Tender appended as Schedule VI to this Agreement.
- j) The Purchaser shall ensure that all arrangements and infrastructure for receiving Solar Power beyond the Delivery Point are ready on or prior to the Commercial Operation Date and is maintained in such state in accordance with applicable laws through the Terms of the Agreement.
- k) Power Producer shall fulfil all obligations undertaken by it under this Agreement.

4.2 Approvals and Permits

Each of the Parties shall assist the other Party in obtaining all necessary Government Approvals, third party approvals and permits including but not limited to those listed in Schedule V hereto and any waivers, approvals or releases required pursuant to any applicable CCR.

4.3 System Acceptance Testing

- (a) The Power Producer shall give 7days advance notice to conduct the testing of the Project and shall conduct testing of the Project in the presence of Purchaser's and NREDCAP's designated representative.
- (b) If the results of such testing indicate that the System is capable of generating electric energy as per the standard parameters for 5 continuous hours using such instruments and meters as have been installed for such purposes, then the Power Producer shall send a Written notice to Purchaser and NREDCAP to that effect, and the date of successful conducting such tests and injection of Power at Delivery Point shall be the "Commercial Operation Dated"

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5 System Operations

- 5.1 The Power Producer as Owner and Operator: The System will be legally and beneficially owned by the Power Producer and will be operated and maintained and, as necessary, required by the Power Producer at its sole cost and expense. Replacement of spare parts if any shall be responsibility of Power Producer for the complete period of Agreement. If any repair or maintenance costs incurred by the Power Producer as a result of Purchaser's breach of its obligations, shall be reimbursed in full by Purchaser. Power Producer shall not be responsible for any work done by others on any part of the System/Project authorized by the Purchaser and not authorized in advance by the Power Producer in writing. Power Producer shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper operation or maintenance of the System by Purchaser or anyone instructed to do such work by Purchaser. In the event of a problem with the System, as a result of the Purchaser actions for which Power Producer is not responsible as provided in this Agreement, Purchaser will pay Power Producer for diagnosing and correcting the problem at Power Producer.

5.2 Metering

- (a) The Power producer shall install the Main Metering System with due certification for the measurement of electrical energy produced by the System.
- (b) The meter will be read by Power Producer's personnel on the Metering date. The authorized representative of the Purchaser shall be present at the time of meter reading. Both the Parties shall sign a joint meter reading report. However, in case the Joint meter reading report is not signed in the first three business days of any month due to non-availability of the Purchaser's authorized representative, the report signed by the Power Producer shall be considered as Joint Meter Reading Report. The Parties agree that such Joint meter reading Report shall be final and binding on the Parties.
- (c) The Main Metering System at the Delivery Point and any additional meters required by Applicable Law shall be tested, maintained and owned by the Power Producer. In case of malfunctioning of main metering system at delivery point, deemed generation shall be paid upto 7 days only, and after that no payment shall be made till meter is replaced by new one or repaired.
- (d) The Power Producer shall connect the Solar output to the existing system as per the requirements of DISCOM.

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- (e) The Purchaser may, at its own discretion, install a **check meter**, at its cost, to verify the measurements of the Main Metering System.
- (f) The title to the Solar Power supplied by the Power Producer shall pass to the Purchaser at the Delivery Point.

5.3 System Disruptions

- (a) Availability of premises: Purchaser will provide full access of the site to Power Producer for installation, operation and maintenance of solar power plant during the period of Agreement. Power Purchaser will also provide unrestricted access of the Premises to Power Producer for operation and maintenance of solar power plant.
- (b) Purchaser will not provide/construct any structure within its Premises or around its premises which shades the solar panels effecting the generation of the energy during the Agreement period.
- (c) Roof Repair and other System Disruptions: In the event that (a) the Purchaser repairs the Premises' roof for any reason not directly related to damage, if any, caused by the System, and such repair required the partial or complete temporary disassembly or movement of the System, or (b) any act or omission of Purchaser or Purchaser's employees, Affiliates, agents or subcontractors (collectively, a "Purchaser Act") result in a disruption or outage in System production, and such events attributable to Purchaser (except Force majeure, then, in either case) Purchaser shall (i) pay the Power Producer for all work required by the Power Producer to disassemble or move the System and re-assemble the system after completion for the repair work and (ii) continue to make all payments for the Solar Power during such period of System disruption (the "Disruption Period"). For the purpose of calculating Solar Power Payments and lost revenue for such Disruption Period, Solar Power shall be deemed to have been produced at the average rate. For the first year, the generation of a particular month (in which the deemed generation needs to be calculated) will be used for calculating the average, 2nd year onwards, the generation data of the previous year, corresponding month will be referred. ("Deemed Generation"), Power producer shall inform about the 'disruption or outage in System production, for reasons attributable to purchaser in 'writing within 3 days of occurrence with the date and time of such occurrences and Purchaser's liability shall start from the time of occurrence for above of disruption or outage in system production, on account of Purchaser.

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6 Delivery of Solar Power

6.1 Purchaser Requirement: Purchaser agrees to purchase one hundred percent (100%) of the Solar Power generated by the System and made available by the Power Producer to Purchaser at the Delivery Point during each relevant month of the Term. In the event that the Purchaser is unable to off take 100% of the electricity generated, when it is generated, then Deemed Generation will apply only in case following conditions:

- a) Grid Failure from DISCOM.
- b) Power Outage - No reference voltage available for synchronization.
- c) In the event Power Producer is generating power more than the available load, and the Purchaser is not able to export or record the excess units generated.
- d) Faults in the equipments of the Purchaser eg., Net meter Cables, Equipments etc., which may stop the feeding / record of the Solar Power generated.

6.2 Estimated Annual Production

The annual estimate of Solar Power with respect to the System for any given year as determined pursuant to this Section shall be the "Estimated Annual Production". The Estimated Annual Production for each year of the Initial Term is set forth in Schedule IV hereof.

6.3 Suspension of Delivery

Power Producer shall be entitled to suspend delivery of electricity from the System to the Delivery Point for the purpose of maintaining and repairing the System upon giving one week's advance written notice to the Purchaser except in the case of emergency repairs. Such suspension of Service shall not constitute a breach of this Agreement provided that the Power Producer shall use commercially reasonable efforts to minimize any interruption in service to the Purchaser.

7 Tariff and Payments

7.1 Consideration Purchaser shall pay to the Power Producer a monthly payment (the "Solar Power Payment") for the Solar Power generated by the System as per the Metering clause 5.2 (b) above during each calendar month of the Term equal to the actual Monthly Production as recorded in Joint Meter Reading Report for the System for the relevant month multiplied by the Tariff irrespective of (i) whether any or all units of Solar Power has been drawn, consumed or utilized by Purchaser and / or (ii) whether any Solar Power has been injected, whether inadvertently or otherwise, into the grid of the Distribution Utility.

The Power Producer will bill the Purchaser for each KWh metered as above at the Delivery Point, at the Tariff prevailing at that point of time.

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As detailed in Schedule - II, the Tariff will be equal to Rs. 6.40/unit the levelized tariff as per Tender conditions.

The 'year' Considered shall be the financial year which April 1st to 31st March of every year.

7.2 The Power Producer shall share the part of revenue received by them, on sale of solar power to the Purchaser, equivalent to 20 paise per unit to NREDCAP towards supervision and coordination charges. The charges are exclusive of Service Tax and any other taxes, levies, duties, etc. levied by the Government from time to time, which shall be paid extra as per applicable norms.

7.3 NREDCAP service charges are charged towards site visits, inspection; liaison, monitoring etc. Taxes and duties shall be paid extra. The NREDCAP service charges are non-refundable and for each project the service charges have to be paid on monthly basis based on the metered power units.

Schedule II provides a detailed tariff schedule.

7.4 Invoice

The Power Producer shall invoice Purchaser on the first day of each month (each, an "Invoice Date") commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Solar Power Payment in respect of the immediately preceding month. The last invoice shall include production only through the Expiration Date of this Agreement.

7.5 The invoice to the purchaser shall include.

- a. The Solar Power calculations for the relevant billing period.
- b. Supporting data, documents and calculations in accordance with this Agreement.

7.6 Time of payment Purchaser shall pay all amounts due hereunder within 21 days after the date of the receipt of the invoice via email or post ("Due Date").

7.7 Method of payment Purchaser shall make all payments under the Agreement by electronic funds transfer only in immediately available funds to the account designated by the Power Producer from time to time. The current account details are mentioned in Annexure 1. All payments made hereunder shall be non-refundable, subject to the applicable tax deduction at source, and be made free and clear of any other tax, levy, assessment; duties or other charges and not subject to reduction, set-off, or adjustment of any kind. Further, if any taxes and duties are leviable currently or in future, such taxes and duties shall be paid by the Purchaser over and above the solar electricity tariff mentioned in this agreement. Such taxes and duties could include, but not restricted to Electricity Duty, Tax on Sale of Electricity (TOSE). If the Purchaser deducts any tax at source, the Purchaser will issue a tax credit certificates as per law.

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7.8 Late Payment Surcharge/ Early Payment Discount

In case payment of any invoice is delayed by the Purchaser beyond its Due Date, a later payment surcharge shall be payable by Purchaser to the Power Producer at the rate of 15% per annum ("Late Payment Surcharge") calculated on the amount of outstanding payment, calculated on a day to day basis for each day of the delay, compounded on monthly rests. Late Payment Surcharge shall be claimed by the Power Producer, through its subsequent invoice. If the Purchaser pays within 10 working days (as against credit of 21 days available to him), then an early payment discount of 0.25% of the invoice value can be deducted by the Purchaser while making such early payment.

7.9 Disputed Payments: In the event that the Purchaser disputes an invoice, it shall give notice of such a dispute within 15 days of receiving the invoice setting out details of the disputed amount. The Purchaser shall pay by the Due Date 100% of any undisputed amount and in case the invoice is disputed, the Purchaser shall pay an amount based on average consumption of last three consecutive undisputed invoices. Amount so recovered shall be subject to final adjustment on resolution of the dispute. Thereafter, the Parties shall discuss and 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.

7.10 Change in Law:

7.11 For the Purpose of this section 7.10, the term "Change in Law" shall mean the occurrence of any of the following events after the Effective date, resulting into any additional recurring / non-recurring expenditure by the Power Producer or any income to the Power Producer.

- i) The enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law: or
- (ii) A change in the interpretation of any Law by any Governmental Authority having the legal power to interpret or apply such Law, or any competent court; or
- (iii) The imposition of a requirement, for obtaining any Government Approvals which was not required earlier; or

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- (iv) a change in the terms and conditions prescribed for obtaining any Government Approvals or the inclusion of any new terms or conditions for Obtaining such Government Approvals; or
- (v) any introduction of any tax made applicable for supply of power by the Power Producer as per the terms of this Agreement. Any benefit due to change in tax on the sale of solar energy shall be passed on to Purchaser.
- (vi) Any benefit arising due to change in above para (i) to (vi) shall be passed on to the Purchaser.

But not include any change in any withholding tax on income or dividends distributed to the shareholders of the Power Producer.

- (b) Application and Principles for computing impact of Change in Law:

While determining the consequence of Change in Law under this Article 7.10, the Parties shall have due regard to the Principle that the purpose of compensating the Party affected by such Change in Law, is to restore through monthly bill payment, to the extent contemplated in this Article 7.10, the affected Party to the same economic position as if such Change in Law has not occurred and such impact shall be mutually decided in writing.

- (c) Solar Power Payment Adjustment Payment on account of Change in Law
Subject to provisions mentioned above, the adjustment in Solar Power Payment shall be effective from:
 - (i) The date of adoption, promulgation, amendment, re-enactment or repeal of the Law or Change in Law; or
 - (ii) The date of order/ judgment of the competent court; of tribunal or Governmental Authority, if the Change in law is on account of a change in interpretation of Law.

8 General Covenants

8.1 Power Producer's Covenants

The Power Producer covenants and agrees to the following:

- (a) Notice of Damage or Emergency: The Power Producer shall (a) promptly notify Purchaser if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (b) immediately notify Purchaser once it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises.

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- (b) System Condition: The Power Producer shall take all actions reasonably necessary to ensure that the System is capable of providing Solar Power at a commercially reasonable continuous rate: Subject to there being no Purchaser Default, the Power Producer shall provide 24 x 7 offsite / offsite monitoring and maintenance of the System throughout the period of this agreement at no additional cost.
- (c) The System shall meet minimum guaranteed generation with Performance Ratio (PR) at the time of commissioning and related Capacity Utilization Factor (CUF) as per the daily normalized irradiance levels of the location during the O&M period. PR shall be minimum of 75% at the time of inspection for initial Project acceptance.
- (d) Governmental Approvals : While providing the Installation work, solar Power and System Operations, the Power Producer shall obtain and maintain and secure all Governmental Approval required to be obtained and maintained and secured by the Power Producer and to enable the Power Producer to perform such obligations
- (e) The interconnection of the rooftop solar system with the network of the distribution licensee shall be made as per the technical standards for connectivity of distributed generated resources regulation's as may be notified by the competent authority. The interconnection of the rooftop solar system shall be as per the contracted load and / or respective voltage level applicable to the Purchaser as per the provisions of the guidelines issued by the competent authority.
- (f) Trimming/cutting and uprooting of tree any, if required have to be executed by the power producer without any concurrence and prior approval from the purchaser according to the convenience for the purpose of required and guaranteed power production.
- (g) Health and Safety: The Power Producer shall take all necessary and reasonable safety precautions with respect to providing the installation Work, Solar Power, and System Operations that shall comply with all Applicable Law pertaining to the health and safety of persons and real and personal property.

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8.2 Power Producer's Representatives

During the subsistence of this Agreement, the Power Producer undertakes to respond to all questions, concerns and complaints of the Purchaser regarding the System in a prompt and efficient manner. The Power Producer designates the following individual as its representative pertaining to performance of this Agreement till the Commercial Operation Date:

**Name: D. Ramesh Chandran , Managing Director,
M/s. Rich Phytocare Pvt. Ltd, Chennai**

Telephone: 04546 – 285887

Email: 1richphytocare@gmail.com / richphytocare@yahoo.com

The Power Producer designates the following individuals as its representative and primary point of contact pertaining to performance of this Agreement following the Commercial Operation Date till termination:

Name: S. NARAYANAN, DIRECTOR,

Telephone: 04546 – 285887

Email: 1richphytocare@gmail.com

8.3 Purchaser's Covenants

Purchaser covenants and agrees to the following:

- (a) Notice of Damage or Emergency: Purchaser shall (a) promptly notify the Power Producer if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System; (b) immediately notify the Power Producer once it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises.
- (b) Liens: Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the System or any interest therein. If Purchaser breaches its obligations under this Clause, it shall immediately notify the Power Producer in writing, and shall promptly cause such Lien to be discharged and released of record without any cost to the Power Producer, and shall indemnify the Power Producer against all costs and expenses (including reasonable attorneys fees and court costs) incurred in discharging and releasing such Lien.
- (c) Consents and Approvals: Purchaser shall ensure that any authorizations required of Purchaser under this Agreement, including those required for installation of System at the Premises and to drawl and consume of Solar Power are provided in a timely manner. The Purchaser shall cooperate with the Power Producer to obtain such approvals, permits, rebates or other financial incentives.

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- (d) Access to Premises Grant of License: Purchaser hereby grants to the Power Producer a license co-terminus with the Term, containing all the rights necessary for the Power Producer to use portions of the Premises for the installation, operation and maintenance of the System pursuant to the terms of this Agreement, including ingress and egress rights to the Premises for the Power Producer and its employees and authorized representatives and access to electrical panels and conduits to interconnect or disconnect the System with the Premises electrical wiring with the consent and approval of the Purchaser's authorized representative identified by the Purchaser. Photo ids. will be provided by the Power Producer. Power Purchaser will assist in availing permissions to the site.
- (e) Security: The building which has enhanced security of Solar Power System Purchaser will keep the premises locked. In spite of these measures, if any damages to the System takes place due to theft or vandalism then the same shall be claimed or reimbursed through insurances by Power producer. In case of theft and vandalism acts, the Purchaser will assist the Power Producer in procedures of filing FIRs, insurance claims and any other related activities. Whenever, the damages to the System occurs (except due to negligence of Power Producer) then the same shall be jointly assessed by both the Parties and a severity level will be decided, which will further decide the duration offered to the Power Producer to correct the damage, and the Power Producer shall be paid the amount on the basis of 'Deemed generation' for such a period. Power Producer shall be entitled to any insurance proceeds received for damages in this clause.
- (f) Purchaser will not conduct activities on, in or about the Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System. If System is damaged due to any such activity or through any other agency contracted by the Purchaser directly or indirectly, such a damage will be borne by the Purchaser.
- (g) Regardless of whether Purchaser is owner of the Premises or leases the Premises from a landlord, Purchaser hereby covenants that: a) the Power Producer shall have access to the Premises and System during the Term of this Agreement, and (b) neither Purchaser nor Purchaser's landlord will interfere or handle any of the Power Producer's equipment or the System without written authorization from the Power Producer.
- (h) Temporary storage space during installation: Purchaser shall provide sufficient space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary Construction, trailers and facilities reasonably necessary during the Installation Work, System Operations and access for rigging and material handling. During the period of installation and 25 years maintenance, for the purpose of operation and maintenance

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- (i) and storing the standby instruments / panels / watch and wards, a building space/ empty space for construction by the producer is to be provided by the purchaser at free of cost.
- (j) Sunlight Easements: Purchaser will take all reasonable actions as necessary to prevent other building, structures or flora from overshadowing or otherwise blocking access of 'sunlight to the System, including but not limited to-such actions as may be reasonably necessary to obtain a solar access easement for such purpose. If any trimmed/uprooted trees carried out by power producer for the purpose of generation of agreed power, have to be disposed off to suitable location by the power purchaser.
- (k) Evacuation- Purchaser shall off take 100% of the Solar Power generated from the Delivery Point, and pay all invoices raised by the Power Producer under this Agreement by the 'Due Date' and pay interest on delayed payments, if any, as per this Agreement.
- (l) Water - Power Purchaser at zero cost shall arrange Raw Water at a given point as per the requirements of the Power Producer, for periodic cleaning of the solar panels.
- (l) Auxiliary Power — The Purchaser shall provide sufficient auxiliary power to the Power Producer for the maintenance and operation of its system.
- (m) Relocation - If one or more of the Solar Power Plant panels needs to be temporarily moved or its generation suspended, for any other reason requested by the Power Purchaser, the Power Purchaser will be responsible for pre-agreed costs on actuals only, arising from moving, disassembling and re-installing/ commissioning the Solar Power Plant, as agreed between the Parties. The Power Producer will be responsible for providing detailed documentary proof of the actual pre-agreed costs borne for such relocation/disassembling. Within 30 days of these satisfactory documents being provided by the Power Producer, the Purchaser shall reimburse these pre-agreed expenses in full, and delayed payment beyond the date mentioned above will attract Late Payment charges as described in Clause 7.8. During any interruption in generation during such a relocation, the Purchaser will continue to be billed as per Deemed Generation, during the period of interruption, for the affected Solar Power Plant(s).

9 Representations & Warranties

9.1 Representations and Warranties Relating to Agreement Validity

In addition to any other representations and warranties contained in the Agreement, each Party represent and warrants it's to me other than

For RICH PHYTOCANE LTD.
 REGISTRAR
 S.V. UNIVERSITY
 TIRUPATI.

Managing Director

VC & Managing Director
 NREDCAP Hyderabad.

- (a) It is duly organized and validly existing and in good standing in the jurisdiction of its incorporation;
- (b) It has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement.
- (c) It has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;
- (d) The Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms;
- (e) There is not litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and
- (f) Its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

10 Taxes and Governmental Fees

10.1 Purchaser obligations

Purchaser shall pay for any taxes, fees or charges imposed or authorized by any Governmental Authority in future (as on date no such taxes/fees/charges are being levied) on sale of the Solar Power to Purchaser pursuant to clause 7. The Power Producer shall notify Purchaser in writing with a detailed statement of such amounts, which shall be invoiced by the Power Producer in the monthly bills and payable by Purchaser. Purchaser shall timely report, make filings for, and pay any and all sales, use, income or other taxes, and any other amounts assessed against it due to its purchase of the Solar Power. This Section 10.1 excludes taxes specified in Section 10.2.

10.2 Power Producer Obligations

The Power Producer shall be responsible for all income taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System. The Power Producer shall not be obligated for any taxes payable by or assessed against Purchaser based on or related to Purchaser's overall income or revenues.

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11 Force Majeure

11.1 Definition

"Force Majeure Event" means any act or event that prevents the affected Party from performing its obligation in accordance with the Agreement, if such act or event is beyond the reasonable control of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, "Force Majeure Event" shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lighting or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion. A Force Majeure Event shall not be based on the economic hardship of either Party. In case of any damage because of force majeure event, the System shall be repaired / commissioned at its own cost by the Power Producer.

11.2 Excused Performance: Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 11 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) provided, however, that Purchaser shall not be excused from making any payments and paying any unpaid amounts due in respect of Solar Power delivered to Purchaser prior to the Force Majeure Event performance interruption.

11.3 Termination as a Consequence of Force Majeure Event: If a Force Majeure Event shall have occurred that has affected the Power Producer's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then Purchaser shall be entitled to terminate the Agreement and if such Force Majeure Event continues for further ninety (90) days period, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination).

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Managing Director

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12 Default

12.1 Power Producer Defaults and Power Purchaser Remedies

- (a) Power Producer Defaults: The following events shall be defaults with respect to the Power Producer (each, a "Power Producer Default").
 - (i) An Insolvency Event shall have occurred with respect to the Power Producer;
 - (ii) Failure, to achieve Commissioning of the System within 6 months of the Effective Date; and
 - (iii) The Power Producer breaches any material term of the Agreement and
 - (A) if such breach can be cured within sixty (60) days after Purchaser's written notice of such breach and the Power Producer fails to cure the same; or (B) the Power Producer fails to commence and pursue a cure within such sixty (60) days period if a longer cure period is needed.
- (b) Purchaser's Remedies:
 - (i) If a Power Producer Default described in Section 12.1 (a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 13, Purchaser shall have a right to deliver a notice of its intention to terminate this Agreement ("Purchaser Preliminary Default Notice"), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.
 - (ii) 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 Article; the Purchaser shall be at liberty avail the services of any other firm / successful bidder.
 - (iii) Following the issue of Purchaser 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 sixty (60) days of the issue of Purchaser Preliminary Default Notice or any other such period mutually agreed upon by the Parties, the Purchaser shall have the right to terminate this Agreement by issuing a Purchaser Termination Notice.

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- (iv) Upon the delivery of the Purchaser Termination Notice, this Agreement shall stand terminated. The Power Producer shall have the liability to make payment within sixty (60) days from the date of Purchaser Termination Notice towards compensation to Purchaser equivalent to the difference between the Tariff and the grid rate notified by the relevant Government Authority for that point in time multiplied by the estimated Solar Power generated for a period of two (2) years following the termination, considered on normative capacity utilization factor.
- (v) if the Power Producer fails to remove the System from the Premises within one month from the date of termination, the Purchaser shall be entitled to dispose of the System in any manner it deems fit.
- (vi) The Power Purchaser may exercise any other remedy it may have at law or equity or under the Agreement.

12.2 Power Purchaser Defaults and Power Producer's Remedies

- (a) Purchaser Default : The following events shall be defaults with respect to Purchaser (each, a "Purchaser Default")
 - (i) An Insolvency Event shall have occurred with respect to Purchaser;

Purchaser breaches any material term of the Agreement if (A) such breach can be cured within sixty (60) days after the Power Producer's notice of such breach and Purchaser fails to so Cure, or (B) Purchaser fails to commence and pursue said cure within such sixty (60) day period if a longer cure period is needed; and
 - (iii) Purchaser fails to pay the Power Producer any undisputed amount or, if the amount is disputed, an amount based on average consumption of last three consecutive undisputed invoices to the Power Producer under Section 7.9 of this Agreement within sixty (60) days from the receipt of notice from the Power Producer of such past due amount
- (b) Power Producer's Remedies: If a Purchaser Default described in Sections 12.2 (a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 13, the Power Producer shall be entitled to terminate this Agreement by serving a fifteen (15) days notice and upon such termination, (A) the Power Producer shall be entitled to receive from Purchaser the Purchase Price. The Purchase Price payable shall be the Purchase Price Specified in Schedule III that falls on such date. Upon the payment of the Purchase Price, the Power Producer shall cause the title of the System to transfer to the Purchaser and (B) the Power Producer may exercise any other remedy it may have at law or equity or under the Agreement.

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For RICH PHYTOGENE (P) LTD
Managing Director

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13 Limitations of Liability

- 13.1 Except as expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the Agreement.
- 13.2 Subject to the provisions of the Agreement, the Power Producer shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the Power Producer, or contractors engaged by the Power producer in connection with Power Producer and shall not be deemed to be employees, representatives, contractors of the Purchaser. Nothing contained in the Agreement or in any agreement or contract executed by the Power Producer shall be construed to create any contractual relationship between any such employees, representatives or contractors and the Purchaser.
- 13.3 Notwithstanding any liability, or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the Purchaser can claim compensation under any insurance policy, shall not be charged to or payable by the Purchaser

14 Assignment & Novation

- 14.1 Assignment: Notwithstanding anything contained herein, 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 party ("Assignment"), with the consent of the Power Purchaser. The Power Purchaser shall not unreasonably withhold such consent. In the event of such assignment, the Purchaser will be able to hold the Power Producer as well as the party to whom the benefits under this contract are assigned, to be jointly and severally responsible for performing the obligations under this contract. Further, in the event of assignment, the Purchaser 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.

If the Power Producer were to sell the Solar Power Plant, 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. Purchaser may assign its rights under this Agreement, without the prior consent of Power Producer, to an Affiliate or any successor in interest to Purchaser, 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 Purchaser and its

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successors or assigns. However, any such actions as intended by the Power Producer under Article 14.1 and Article 14.2 shall be binding on Power Purchaser, if there are zero material inconsistencies present in the contract provisions during the time of assignment/novation, else, it shall be construed as default in contract and appropriate actions shall be taken as deemed fit.

- 14.2 Novation: The Parties agree and acknowledge that the Power Producer may intend to novate the Agreement to a party, and has the right to transfer any or all of its rights and obligations under this Agreement to a party or any other third party ("New Party"), with the consent of the Power Purchaser. The Power Purchaser shall not unreasonably withhold such consent. Upon Novation, 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 Purchaser hereby agrees and undertakes that, promptly upon receiving a request from the Power Producer, the Purchaser 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. If the parties agrees to do Novation then separate Novation agreement shall be executed.

14.3 Notices

Unless otherwise provided in the Agreement, all notices and communications concerning the Agreement shall be in writing and addressed to the Parties at the addresses set forth below:

Power Producer's address and contact details:

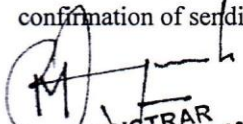
M/s. Rich Phytocare Pvt. Ltd
Flat 2B, Mahalakshmi Enclave,
No.26 Tank Bund Road, Nungambakkam,
Chennai 600034, Tamilnadu

Purchasers address and contact details:

THE REGISTRAR
SRI VENKATESWARA UNIVERSITY (CONTROL HOUSES & COMPUTER
CENTERS)
Sri Venkateswara University, Tirupati, Andhra Pradesh 517502

14.4 Notice

Unless otherwise provided herein, any notice provided for in the Agreement shall be hand delivered, sent by registered post, or by courier delivery, or transmitted by facsimile and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered or sent by courier delivery or sent by courier delivery, upon posting if sent by registered post and upon confirmation of sending when sent by facsimile on the next Business Day.


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FOR RICH PHYTOCARE (P) LTD.
Managing Director


VC & Managing Director
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15. Confidentiality

15.1 Confidentiality obligation

- (a) If the Power Producer provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copy righted or trademarked information, and / or technical information regarding the , design, operation and maintenance of the System ("Confidential Information") to Purchaser or, if in the course of performing under the Agreement or negotiating the Agreement Purchaser learns Confidential Information regarding the facilities or plans of the Power Producer, Purchaser shall (a) protect the Confidential information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. Notwithstanding the above, Purchaser may provide such Confidential Information to its officers, directors, manager, employees and Affiliates (collectively "Representatives"), in each case whose access is reasonably necessary for purposes of the Agreement. Each such recipient of Confidential information shall be informed by Purchaser of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. Purchaser shall be liable for any breach of this provision by any entity to whom it improperly discloses Confidential Information. All Confidential Information shall remain the property of the Power Producer and shall be returned to. it after Purchaser's need for it has expired or upon the request of the Power Producer.

If the Purchaser provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copy righted or trademarked information, ("Confidential Information") to the Power Producer or, if in the course of performing under the Agreement or negotiating the Agreement the Power Producer learns Confidential Information regarding the facilities Or plans of the Purchaser, the Power Producer shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. Notwithstanding the above, the Power Producer may provide such Confidential Information to its officers, directors, managers, employees and Affiliates (collectively, "Representatives"), in each case whose access is reasonably necessary for purposes of the Agreement.

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For RICH PHYTOGEN LTD.
Managing Director

VC & Managing Director
NREDCAP Hyderabad.

Each such recipient of Confidential Information shall be informed by the Power Producer of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. The Power Producer shall be liable for any breach, of this provision by any entity to whom it improperly discloses Confidential Information. All Confidential Information shall remain the property of the Purchaser and shall be returned to it after the Power Produce's need for it has expired or upon the request of the Purchaser.

15.2 Permitted Disclosures

Notwithstanding any other provision contained herein, neither Party shall be required to hold confidential any information that

- (a) becomes publicity available other than through the receiving Party.
- (b) is required to be disclosed under Applicable Law or pursuant to a validity issued notice or required filing, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement
- (c) is independently developed by the receiving Party ; or
- (d) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality..

16 Indemnity

16.1 Power Producer's Indemnity

Subject to Section 13, the Power Producer agrees that it shall indemnify and hold harmless Purchaser and its members, officers, employees, students, casual laborers, persons permitted' to run any business or service, such as canteens, stores, photocopy units, banks, post office, courier service, hospital and to any lawful visitors (collectively the "Purchaser Indemnified Parties") from and against any and all Losses incurred by the Purchaser Indemnified Parties to the extent arising from or out of the following any claim for or arising out of any injury to Or death of any Person or Loss or damage to Property of any Person to the extent arising out of the Power Producer's negligence or willful misconduct. The Power Producer shall not, however, be required to reimburse or indemnify any Purchaser Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Purchaser indemnified Party.

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For RICH PHYTOCARE (P) LTD.
Managing Director

VC & Managing Director
NREDCAP Hyderabad.

16.2 Purchaser's Indemnity

Subject to Section 13, Purchaser agrees that it shall indemnify, defend and hold harmless the Power Producer, its permitted successors and assigns and their respective directors, officers, employees, contractors, sub-contractors, and agents (collectively, the "Power Producer indemnified Parties") from and against any and all Losses incurred by the Power Producer Indemnified Parties to the extent arising from or out of any claim for or arising out of any injury to or death or any Person or loss or damage to property of any Person to the extent arising out of Purchaser's negligence or willful misconduct. Purchaser shall not, however, be required to reimburse or indemnify any Power Producer Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Power Producer Indemnified Party.

17. Miscellaneous

17.1 Amendments

This Agreement may only be amended, modified or, supplemented by an instrument in writing executed by duly authorized representatives of the Power Producer and Purchaser.

17.2 Goodwill and Publicity

Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases and other public statements by the other Party that refer to, or that describe any aspect of, this Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by applicable law) shall be made by either Party without the prior written consent of the other Party. Without limiting the generality of the foregoing and whether or not the consent of the other Party is required or obtained, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement.

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For RICH PHYTOCARE (P) LTD.
Managing Director

VC & Managing Director
NREDCAP Hyderabad.

17.3 Industry Standards

Except as otherwise set forth herein, for the purpose of the Agreement, the normal standards of performance within the solar photovoltaic power generation Industry in the relevant market shall be the, measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

17.4 Cumulative Remedies

Except as set forth to the contrary herein, any right or remedy of the Power Producer or Purchaser shall be cumulative and without prejudice to any other right or remedy.

17.5 No Waiver

The failure of the Power Producer or Purchaser to enforce any of the provisions of the Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision in any other instance or of any other provision in any instance.

17.6 Survival

The obligations under Section 8:1 (d) (Power Producer Covenant), Sections 8.3(d), (e), (f) and (g) (Purchaser Covenants), Section 10 (Taxes and Governmental Fees), Section 13 (Limitation of Liability) Section 12.2 (Notices), Section 15 (Confidentiality), or pursuant to other provisions of this Agreement that, by their nature and context, are intended to survive. termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

17.7 Governing Law & Jurisdiction

- (a) This Agreement shall be governed by and construed in accordance with the laws of India. The Parties agree that the courts in Delhi shall have jurisdiction over any action or proceeding arising under the Agreement.
- (b) In the event of any Dispute, difference of opinion or dispute or claim arising out of or relating to this Agreement or breach, termination or the invalidity thereof, shall firstly be attempted to be resolved by conciliation. The procedure as mentioned in PWD Works Manual prevalent at the time of such dispute is to be followed to carry out the said conciliation.

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For RICH PHYTOCARE (P) LTD.
Managing Director

VC & Managing Director
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(c) Arbitration Procedure:

- (i) In case of any dispute arising out of this Agreement or otherwise, between the parties hereto, PWD manual dispute resolution methodology will be used. A period of not more than 15 days will be allotted at each stage of resolution. Upon failure to resolve the said dispute through conciliation the dispute shall be referred to arbitration and the V.C & Managing Director, NREDCAP, may appoint an arbitrator. The arbitrator(s) shall be appointed within a period of 30 days from the date of receipt of written notice / demand of appointment of arbitrator from either Party. The cost of the arbitration will be shared equally by Power Producer and the Purchaser.
 - (ii) The venue of such arbitration shall be Head Office of NREDCAP. The arbitral award shall be binding on both Parties. The arbitration proceedings shall be governed by the Indian Arbitration and Conciliation Act, 1996, as amended from time to time including provisions in force at the time the reference is made.
- (d) During the dispute resolution period, both the Parties shall continue to perform their respective obligations as per provisions of the Agreement.
- (e) This Section 17 is severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason.

17.8 Severability

If any term, covenant or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

17.9 Successors and Assigns

This Agreement and the rights and obligations under the Agreement shall be binding upon and shall inure to the benefit of the Power Producer and Purchaser and their respective successors and permitted assigns.

REGISTRAR
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FOR RICH PHYTOCARE (P) LTD.
Managing Director

VC & Managing Director
NREDCAP Hyderabad.

17.10 Counterparts

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

17.11 Independent Service Provider

This Agreement is on a principal to principal basis between the parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer employee relationship or principal-agent relationship in any manner whatsoever between the Parties.

17.12 Non-Exclusive Agreement

This Agreement is on non-exclusive basis. The Purchaser is free to engage any other service provider's or may entrust services similar to those provided by the Power Producer under this Agreement to any other person/s, provided the Power Producer's rights under this Agreement are not affected in any manner.

17.13 Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings; written or oral, with respect to the subject matter hereof except as otherwise expressly provided herein. The Schedules annexed to this Agreement also form a part of this Agreement.

17.14 Insurance

The Power Producer shall maintain at its own costs, throughout the tenure of this Agreement and any extensions thereof all mandatory insurance coverage for adequate amount including but not restricted to comprehensive general liability insurance including theft and vandalism, covering the System and accidental losses, bodily harm, injury, death of all individuals employed/ assigned by the Power Producer to perform the services required under this Agreement.

17.15 Annual accounts reconciliation shall be conducted annually between the Power Producer and Purchaser.

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FOR RICH PHYTOCARE (P) LTD.
Managing Director

VC & Managing Director
NREDCAP Hyderabad.

IN WITNESS WHEREOF the Parties have caused the Agreement to be duly executed through their duly authorized representatives as of the date set forth above.

**FOR & ON BEHALF OF
THE POWER PURCHASER**

Signature :

Name :

REGISTRAR
S.V. UNIVERSITY
TIRUPATI

Designation :

**FOR & ON BEHALF OF POWER
PRODUCER**

Signature :

For RICH PHYTOCARE (P) LTD.
Managing Director

Name :

D. Ramesh Chandran

Designation :

Managing Director

FOR & ON BEHALF OF NREDCAP, HYDERABAD

Signature :

Name :

VC & Managing Director

Designation :

NREDCAP Hyderabad

WITNESSES - 1

Signature :

Name :

C.B. Jagadeeswar Reddy

Designation :

DM, NREDCAP

Chittoor.

EXECUTIVE ENGINEER (RE & EC)
NREDCAP
#10-161, GANDHI ROAD,
CHITTOOR - 517 001

WITNESS - 2

Signature :

Name :

S. NARAYANAN

Designation :

Director

Rich Phytocare (P) Ltd

SCHEDULE I
DESCRIPTION OF THE PREMISES

Premises Overview

Segment : Office Building/ Open space within the premises

Type of Roof : Flat Concrete or **Pillar or Steel Iron section**

Hours of Operation : 12 Hours, 7 Days a week

Security : Gated Complex with dedicated round the clock security arrangement

Capacity and Area Requirement

Capacity	<u>400</u> kWp
Module Area	<u>52,000 Sq.Ft (PV Syst) (Clear shadowless effective area)</u>
Details of Building	SV University (Control Houses)
	SV University (Computer Centers)
Details of Roofs	In & around meter yard of the transformer according to the generation of required power feasibility 400 Kwp
Details of Power Distribution System	-----

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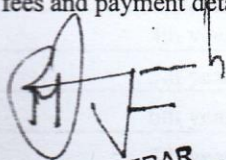
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NREDCAP Hyderabad.

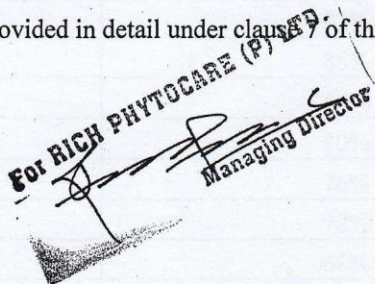
SCHEDULE IITARIFF AND FEES

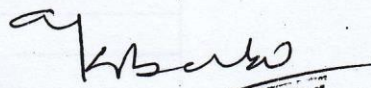
Following is the details of the tariff agreed between the parties.

Purchase shall pay power producer for solar power at the rate equal to INR 6.40 /unit
(Six rupees and forty paise only) which is the levelized tariff for a period of 25 years as
per NREDCAP Tender No: NREDCAP/OSD/NM/RESCO/2016-18, DATED 01.07.2016

The fees and payment details are provided in detail under clause 9 of this agreement.


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TIRUPATI.


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Managing Director


VC & Managing Director
NREDCAP Hyderabad.

SCHEDULE IIIYEARWISE SALVAGE VALUE OF THE SOLAR POWER SYSTEM

The following is the purchase value of the system over a period of 25 years. This may be applicable under the following conditions.

1. The Power Purchaser terminates the PPA before the 25 years PPA Tenure
2. The Power Purchaser wishes to own the Project before the Tenure of the PPA.
3. The Solar Project is relocated or shifted owing to demolition of the Building, damage to the building, change of city plans or any other mason.

Purchase Price for 400 Kwp system @ Rs. 75/- watt.

Year	Salvage Value (Rs.)
1st year	100%
2nd year	96%
3rd year	92%
4th year	88%
5th year	84%
6th year	80%
7th year	76%
8th year	72%
9th year	68%
10th year	64%
11th year	60%
12th year	56%
13th year	52%
14th year	48%
15th year	44%
16th year	40%
17th year	36%
18th year	32%
19th year	28%
20th year	24%
21th year	20%
22nd year	16%
23rd year	12%
24th year	8%
25th year	4%

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JINUPATH

For RICH PHYTOCARE (P) LTD.
Managing Director

VC & Managing Director
NREDCAP Hyderabad.

SCHEDULE IV

ESTIMATED SOLAR POWER GENERATION

Client : SRI VENKATESWARA UNIVERSITY: (CONTROL HOUSES & COMPUTER CENTERS)

Project : RESCO MODEL -400 kwp

Location : TIRUPATI

End of Year	Yearly Degradation 'MWh' (Modules & System) – Degradation consider in PV Syst generation data	Global incident in coll. Plane (GlobInc) 'kWh/Sq.mtr' Yearly	Energy injected into grid (E_Grid) 'MWh' Yearly 'A'
1	1.0%	1812.3	600000
2	1.0%	1812.3	594000
3	1.0%	1812.3	588060
4	1.0%	1812.3	582179
5	1.0%	1812.3	576358
6	1.0%	1812.3	570594
7	1.0%	1812.3	564888
8	1.0%	1812.3	559239
9	1.0%	1812.3	553647
10	1.0%	1812.3	548110
11	1.0%	1812.3	542629
12	1.0%	1812.3	537203
13	1.0%	1812.3	531831
14	1.0%	1812.3	526513
15	1.0%	1812.3	521247
16	1.0%	1812.3	516035
17	1.0%	1812.3	510875
18	1.0%	1812.3	505766
19	1.0%	1812.3	500708
20	1.0%	1812.3	495701
21	1.0%	1812.3	490744
22	1.0%	1812.3	485837
23	1.0%	1812.3	480978
24	1.0%	1812.3	476169
25	1.0%	1812.3	471407

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For RICH PHYTCARE (P) LTD.
Managing Director

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NREDCAP Hyderabad.

SCHEDULE VGOVERNMENT APPROVALS

1. To be obtained by the power producer

All approvals including approvals/consents required under local regulations, building codes and approvals required from the distribution utility etc. relating to installation and operation of the system (including the government incentives/subsidies available for the project) and generation and supply of solar power from the Project.

2. To be obtained by Power Purchaser

Any authorizations required of purchaser, including those required for installation of system at the premises. Permissions and coordination with DISCOM or any related organization for NET METERING. Power Purchaser will apply for net metering and bear the cost of net meter only.

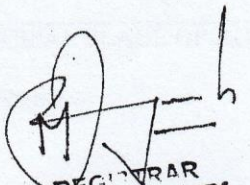
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TIRUPATI

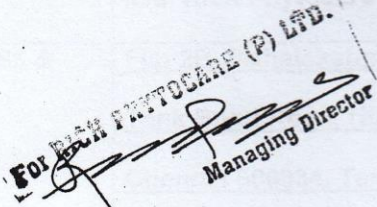
For RICH PHYTOCARE (P) LTD.
Managing Director

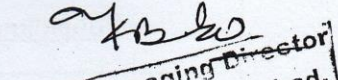
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SCHEDULE - VI

TENDER AND LETTER OF ALLOCATION &
SANCTION LETTER FROM NREDCAP


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FOR PAPER PHOTOCOPY (P) LTD.
Managing Director


VC & Managing Director
NREDCAP Hyderabad.

ANNEXURE - I

POWER PRODUCER BANK DETAILS

NAME OF THE BENEFICIARY	M/s. Rich Phytocare Pvt.Ltd.
PRINCIPAL PLACE OF BUSINESS & ADDRESS	<u>Flat 2B, Mahalakshmi Enclave, No.26</u> <u>Tank Bund Road, Nungambakkam,</u> <u>Chennai 600034, Tamilnadu</u>
NAME OF THE BANK	HDFC BANK LTD
BANK ADDRESS	ALLINGARAM BRNACH, THENI TAMILNADU 625531.
BANK ACCOUNT NO.	50200000944884
TYPE OF BANK ACCOUNT – SB/CA/CC	CURRENT
IFSC/NEFT/RTGS CODE	HDFC0000776
MICR CODE	625240102
PAN CARD NO	AACCR8543G
PHONE NO. / FAX NO. WITH STD CODE	04546 285887 / 9787757278
EMAIL ID OF CONTACT PERSON	1richphytocare@gmail.com richphytocare@yahoo.com

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For RICH PHYTOCARE (P) LTD
Managing Director

VC & Managing Director
NREDCAP Hyderabad.



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH
SI.No: 1970 DATE: 1-12-16

SOLD TO: The Managing Director
FOR WHOM: Rich Phytocare Pvt Ltd. Chittoor

C.K. KASTHISWANATHAN
LICENCED STAMP VENDOR
L.No: 10-11-004/2010
R.No: 10-11-005/2015
TAHSILDAR OFFICE, CHITTOOR.
CELL: 9966129980

BX 001518

POWER PURCHASE AGREEMENT

FOR

DESIGN, MANUFACTURE, SUPPLY, ERECTION, TESTING AND COMMISSIONING
INCLUDING WARRANTY, OPERATION & MAINTENANCE FOR 25 YEARS OF
450 KWP ROOF-TOP SOLAR PV POWER SYSTEM

AT TIRUPATI

BETWEEN

M/S. RICH PHYTOCARE PVT. LTD.

AND

**ADMIN BUILDING & C BLOCK HOSTELS,
SRI VENKATESWARA UNIVERSITY**

AND

**NEW & RENEWABLE ENERGY DEVELOPMENT
CORPORATION OF AP LTD (NREDCAP)**

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TIRUPATI.

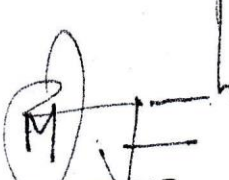
For RICH PHYTOCARE (P) LTD.

Managing Director

VC & Managing Director
NREDCAP Hyderabad.

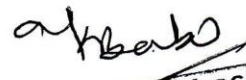
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 REGISTRAR
 S.V. UNIVERSITY
 TIRUPATI.

FOR HIGH PHYTOCARE (P) LTD.

 Managing Director


 VC & Managing Director
 NREDCAP Hyderabad.

This Power Purchase Agreement is executed on 3rd day of December 2016 at TIRUPATI

BETWEEN

SRI VENKATESWARA UNIVERSITY: THE REGISTRAR

Sri Venkateswara University, Tirupati, Andhra Pradesh 517502 (Designation and Address) (hereinafter referred to as "Purchaser"), which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assigns

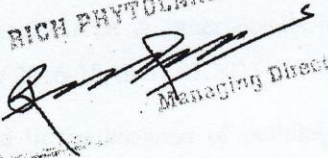
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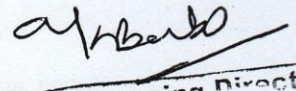
M/s. Rich Phytocare Pvt. Ltd, (Name of Power Producer), a company incorporated under the Companies Act, 1956 having its registered office at Flat 2B, Mahalakshmi Enclave, No.26 Tank Bund Road, Nungambakkam, Chennai 600034, Tamilnadu (complete address) (hereinafter referred to as "Power Producer"), which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assigns

AND

M/s New & Renewable Energy Development Corporation of AP Ltd., (NREDCAP), a company incorporated under the Companies Act, 1956 having its registered office at 5-8-207/2, Pisgah Complex, Nampally 450 001 (hereinafter referred to as "NREDCAP"), which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assigns


REGISTRAR
S.V. UNIVERSITY
TIRUPATI.


FOR RICH PHYTOCARE (P) LTD.
Managing Director


VC & Managing Director
NREDCAP Hyderabad.

This Power Purchase Agreement is executed on 3rd day of December 2016 at TIRUPATI

BETWEEN

SRI VENKATESWARA UNIVERSITY: THE REGISTRAR

having its office at Sri Venkateswara University, Tirupati, Andhra Pradesh 517502 represented by its authorised signatory Sri THE REGISTRAR hereinafter referred to as "Purchaser" which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assignees, of the **FIRST PARTY**.

AND

M/s. Rich Phytocare Pvt. Ltd a company incorporated under the Companies Act, 1956 having its registered office at Flat 2B, Mahalakshmi Enclave, No.26 Tank Bund Road, Nungambakkam, Chennai 600034, Tamilnadu (hereinafter referred to as "**Power Producer**") which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assignees, of the **SECOND PARTY**.

AND

New and Renewable Energy Development Corporation of Andhra Pradesh Ltd., a fully owned State Government Company, registered under the Companies Act, 1956 having its registered office at 5-8-207/2, PISGAH Complex, Nampally, Hyderabad 450 001 (India), represented by its Vice-Chairman & Managing Director, hereinafter referred to as the "**NREDCAP**" which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assignees, of the **THIRD PARTY**.

The Purchaser, Power Producer and NREDCAP are severally referred to as the party and collectively as Parties.

WHEREAS:

- A. The Power Producer has been notified as successful bidder by NREDCAP for "Design, Manufacture, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance of 450 KWp Rooftop Solar PV System for a period of 25 years in AP State, under Renewable Energy Service Company (RESCO) Route and as per Technical Specification & other details as per the Tender No. NREDCAP/ OSD/ NM/ RESCO/ 2016-18, dt 01.07.2016.
- B. The Power Producer is engaged in the business of building and operating power plants, including grid connected rooftop Solar power projects.

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TIRUPATI.

For RICH PHYTOCARE (P) LTD.
Managing Director

VC & Managing Director
NREDCAP Hyderabad.

- C. The Power Producer has agreed to install and operate a Grid connected solar photovoltaic power plant of 450 KWp capacity at the Premises of the Purchaser after due inspection of the Premises as defined hereinafter and supply the entire Solar Power of the Project to Purchaser on the terms and conditions contained in this Agreement.
- D. The Purchaser has agreed to purchase the entire Solar Power of the Project on "Take or Pay basis" the terms and conditions contained in this Agreement.

NOW THEREFORE in consideration of the mutual promises, conditions and covenants set forth herein, the Parties hereby agree as below:

1. Definitions and Interpretation

1.1 Definitions

In addition to other capitalized terms specifically defined elsewhere in the Agreement or unless the context otherwise requires, the following words and phrases shall be defined as follows:

- (a) "Actual Monthly Production" means the amount of energy recorded by the Main Metering System during each calendar month of the Term, pursuant to Section 5.2;
- (b) "Affiliate" means with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person')
- (c) "Agreement" means this Power Purchase Agreement executed hereof, including the schedules, amendments, modifications and supplements made in writing by the Parties from time to time.
- (d) "Applicable Law" means, with respect to any Person, any constitutional provision, law, statue, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement or any Governmental Authority in India having jurisdiction over such Person or its property, enforceable by law or in equity, including the interpretation and administration thereof by such Governmental Authority.
- (e) "Assignment" has the meaning set forth in Section 14.1:
- (f) "Business Day" means any day other than Sunday or any other day on which banks in operation are required or authorized by Applicable Law to be closed for business:
- (g) "Commercial/Operation Date" has the meaning set forth in Section 4.3(b)

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FOR RICH PHYTOCARE (P) LTD.
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- (h) "Consents, Clearances and Permits" shall mean all authorization, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and / or supply of power:
- (i) "Deemed Generation" has the meaning set forth in Section 5.2 (c)
- (j) "Delivery Point" shall be the single point, at a location mutually agreed by the Parties, in line with applicable regulation/ rules where Solar Power is delivered by the Power Producer from the System to the Purchaser.
- (k) "Dispute" has the meaning set forth in Section 17.7 (b);
- (l) "Disruption Period" has the meaning set forth in Section 5.3 (c)
- (m) "Distribution Utility" means the local 'electric distribution owner and operator providing electric distribution and interconnection services to Purchaser at the Premises;.
- (n) "Due Date" has the meaning set forth. in Section 7.4;
- (o) "Effective Date" has the meaning set forth in Section 2
- (p) "Estimated Remaining Payments" means as of any date, the estimated remaining Solar Power Payments to be made through the end of the applicable Term, as reasonably determined by. the Power Producer in accordance with Section 7.1
- (q) "Expiration Date" means the date on which the Agreement terminates by reason of expiration of the Term.
- (r) "Force Majeure Event" has the meaning set forth in Section 11.1
- (s) "Governmental Approval" means any approval, consent, franchise, permit, certificate, resolution, concession, license or authorization issued by or on behalf of any applicable Governmental Authority for the purpose of setting up of the Project and / or for sale and purchase of Solar Power of the Project pursuant to the Agreement.
- (t) "Governmental Authority" means any central; state, regional, district, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.
- (u) "Indemnified Persons" means the Purchaser Indemnified Parties or the Power Producer-indemnified Parties, as the context requires.

(y) "Insolvency Event" means with respect to a Party, that either

For RICH PHYTOCARE (P) LTD.

REGISTRAR
UNIVERSITY

Managing Director

VC & Managing Director
NRED CAP Hyderabad.

- (i) Such party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee, administrator, liquidator on the likes of itself or of all or a substantial part of its assets or business; (B) been unable to pay its debts as such-debts become due; (C) made a general assignment for the benefit of its creditors, (D) commenced a voluntary proceeding under any insolvency or bankruptcy law; filed a petition seeking to take advantage of any other law relating to the bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; or (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or
- (ii) It is clarified that a dissolution or liquidation will not be an Insolvency Event if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization, and the resulting company retains credit worthiness similar to the dissolved or liquidated entity and expressly assumes all obligations of the dissolved and liquidated entity under this Agreement and is in a position to the perform them.
- (w) "Installation Work" means the construction and installation of the System and the Start-up, testing and acceptance (but . not the operation and maintenance) thereof; all performed by or for the Power Producer at the Premises.
- (x) "Invoice Date has the meaning set forth in Section 7.4.
- (y) "Losses" means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, clean up and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys' fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing and indemnity' obligation)
- (z) "Main Metering System" means all meter(s) and metering devices owned by the Power Producer and installed at the Delivery point for measuring and recorded the delivery and receipt of energy.
- (aa) "Metering Date" means the first Business day of each calendar month subsequent to the month in which the Solar Power is generated by the Power Producer. The billable units shall be equal to the difference between the meter reading on the Metering Date and the meter reading on the previous month's Metering. Date.
- (bb) "Party" or Parties" has the meaning set forth in the preamble to this Agreement.
- (cc) "Person" means an individual, partnership, corporation, limited Liability Company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

For RICH PHYTOCARE (P) LTD.

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TIRUPATI.

Managing Director

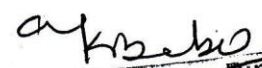
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- (dd) "Power Producer Default" has the meaning set forth in Section 12.1 (a).
- (ee) "Power Producer Indemnified" has the meaning set forth in Section 16.1.
- (ff) "Premises" means the premises described in Schedule 1 to this Agreement. For the avoidance of doubt, the Premises include, the entirety of any and underlying real property located at the address described in Schedule 1 to this Agreement.
- (gg) "Purchase Date" means the date on which title to the System transfers to the Purchaser pursuant to the Purchaser exercising its purchase option under Section 3.2.
- (hh) "Purchase Price" means the fee payable Purchaser to the Power Producer under the circumstances described in Section 3.2
- (ii) "Purchaser Default" has the meaning set forth in Section 12.2 (a).
- (jj) "Purchaser Indemnified Parties" has the meaning set forth in Section 16.2.
- (kk) "Representative" has the meaning forth in Section 8.2.
- (ll) "Scheduled Complete Date" has the meaning set forth in Section 4.1(h).
- (mm) "Selectee" means, a new company (i) proposed by the Lenders read with Schedule III hereof and approved by the Purchaser (ii) or proposed by the Purchaser in accordance with Schedule III hereof and approved by the Lenders, for substituting the Power Producer for the residual period of the Agreement by amendment of the Agreement or by execution of a fresh power purchase agreement in accordance with the terms and conditions contained in the said Schedule.
- (nn) "Solar Power" means the supply of electrical energy output from the System.
- (oo) "Solar Power Payment" has the meaning set forth in Section 7.1.
- (pp) "System" includes the integrated assembly of photovoltaic panels, mounting, assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, and all other material comprising the Installation Work.
- (qq) "System Operations" means the Power Producer's operation, maintenance and repair of the System performed in accordance the requirement herein.
- (rr) "Tariff" means the price per kWh set forth in Schedule II hereto.
- (ss) "Term" has the meaning set forth in Section 3.1:


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FOR RICH PHYTOCARE (P) LTD.

 Managing Director


 VC & Managing Director
 NREDCAP Hyderabad.

1.2 Interpretation

- (a) Unless otherwise stated, all references made, in this Agreement to "Sections", "Clauses" and "Schedules" shall refer respectively to Sections, clauses and Schedules of this Agreement. The Schedules to this Agreement form an integral part of this Agreement and shall have effect as though they were expressly set out in the body of this Agreement.

In the Agreement, unless the context otherwise requires (i) words imparting singular connotation shall include plural and vice versa: (ii) the words "include", "includes", and "including" mean include, includes and including "without limitation" and (iii) the words "hereof", "hereto", "herein" and "hereunder" and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement.

2. Effective Date

This Agreement shall be effective on the day that falls one Business Day after the date of signing of this Agreement.

3. Terms and Termination

3.1 Term

The term of the Agreement shall commence on the Effective Date and shall continue for twenty five (25) years from the Commercial Operations Date (the "Term"), unless and until terminated earlier pursuant to the provisions of the Agreement. After the Term, the ownership of the System shall be transferred to the Purchaser free of cost.

3.2 Purchase Option/ Purchase Obligation

So long as a Purchaser default shall not have occurred and be continuing, Purchaser has the option to purchase the System by paying the Power Producer the Purchase price as per Schedule III to this Agreement. To exercise its purchase option, the Purchaser shall not less than Ninety (90) days prior to the proposed Purchase Date, provide written notice to the Power, Producer of Purchaser's intent to exercise its option to purchase the System on such purchase date: In the event Purchaser confirms its intention to exercise the purchase option in writing to the Power Producer, (i) Purchaser shall pay the applicable purchase price to the Power Producer on the Purchase Date, and such payment shall be made in accordance with any written instructions delivered to Purchaser by the Power Producer for payments under the

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For RICH PHYTOCARE (P) LTD.
Managing Director

VC & Managing Director
NREDCAP Hyderabad.

Agreement, and (ii) the Parties shall promptly execute all documents necessary to (A) cause title to the System to pass to Purchaser on the Purchase Date, free and clear of all liens and (B) assign all vendor warranties for the System to Purchaser. Upon execution of the documents and payment of the applicable purchase price in each case as described in the preceding sentence, the Agreement shall terminate automatically and the Purchaser shall become the owner of the System. Upon such termination, the Power Producer shall offer its operations and maintenance ("O&M") services to the Purchaser and the Parties may enter into an O&M agreement in this regard. The terms and conditions of the O&M agreement will be negotiated in good faith between the Parties.

3.3 Conditions of the Agreement prior to installation

In the event that any of the following events or circumstances occur prior to the Commercial Operation Date, the Power Producer may terminate the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination.

- (a) There has been a material adverse change in the rights of Purchaser to occupy the Premises or the Power Producer to install the System at the Premises.
- (b) The Power Producer has determined that there are easements, CCRs or other liens or encumbrances that would materially impair or prevent the installation, operation, maintenance or removal of the System. If any dispute arises before commercial operation date, the same shall be resolved under clause, 17.7 (c)
- (c) The Purchaser warrants that the roof top or the space provided for the installation of the solar power system is free from any liens or encumbrances. The purchase would not at any point of time encumber the rooftop space without the consent of the Solar Power Producer or his lender.

4 Construction, Installation, Testing and Commissioning of the System

4.1 Installation Work

- a) The Power Producer will cause the Project to be designed, manufactured, supplied, engineered, erected, tested and commissioned, operated & maintained and constructed substantially in accordance with Tender No NREDCAP/OSD/NM/RESCO/2016-18, DATED 01.07.2016 and the sanction letter issued by NREDCAP. The Power Producer shall provide to the Purchaser and NREDCAP a bill of materials listing the major equipment constituting the System. Such bill of materials shall be provided within 30 days of the Commercial Operation Date.

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TIRUPATI.

For RICH PHYTOCARE (P) LTD.
Managing Director

VC & Managing Director
NREDCAP Hyderabad.

- b) The Power Producer shall have access as reasonably permitted by the Purchaser to perform the Installation Work at the Premises in a manner that minimizes inconvenience to and interference with the use of the Premises to the extent commercially practical.
- c) It is agreed between the Parties that the Power Producer shall commission the System with a capacity of 450 KWp.
- d) The Power Producer shall provide and lay the dedicated electrical cables for transmission of Solar Power from the System up to the Delivery Point. Transmission or distribution of Solar Power beyond this point will be the responsibility of the Purchaser. The Delivery Point shall be where the Main Metering System is located.
- e) The installation of additional equipment or upgrading of existing facilities as per the statutory requirements or requirements of state utilities shall be the responsibility of Power Producer.
- f) Unless otherwise agreed between the Parties, the Power Producer shall not do
 - (a) chipping of rooftop; or (b) water proofing of roof to be disturbed
 - (c) Carry out any other modification of the Premises without the written consent of the Purchaser. The Power Producer shall maintain general cleanliness of area around the Project during construction and operation period of the Project. In case any damages is caused to the equipment / facilities owned by the Purchaser due to the Power Producer, the same shall be made good rectified by the Power Producer at their cost.
- g) The Power Producer shall, within thirty (30) days of the Effective Date, submit to the Purchaser, shop drawings of the Project for approval ("Shop Drawings"). The drawings will have to be approved by the Power Purchaser within 3 days from the submission of the drawings: If the Purchaser has any objection/recommendation in the Shop Drawings, he shall communicate the same to Power Producer within a period of ten (10). days of 'the date of submission. of the Shop Drawings. Any delay will extend the Effective Date and such approval shall not be unreasonably withheld.
- h) Subject to any punch-list items which shall be agreed by the Purchaser as not being material to completion of the Project, the Power Producer agrees that it shall achieve the completion of the Project/ Commissioning of the Project within 6 months from the Effective Date ("Scheduled Completion Date"). Any delays on account of the Purchaser that may cause hindrance or delay in execution of the Project shall not be included in the set period of 6 months. Purchaser shall ensure that sufficient load is available at the Delivery Point to ensure synchronization and drawl of power from System.

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- i) If the Power Producer is unable to commence supply of Solar Power to the Purchaser by the Scheduled Completion Date, other than for the reasons specified in Article 11 and 12.2 (Force Majeure or Purchaser Default), the Power Producer or its contractor shall pay to NREDCAP genuine pre-estimated liquidated damages for the delay in such commencement of supply of Solar Power as per the clause of the NREDCAP Tender appended as Schedule VI to this Agreement.
- j) The Purchaser shall ensure that all arrangements and infrastructure for receiving Solar Power beyond the Delivery Point are ready on or prior to the Commercial Operation Date and is maintained in such state in accordance with applicable laws through the Terms of the Agreement.
- k) Power Producer shall fulfil all obligations undertaken by it under this Agreement.

4.2 Approvals and Permits

Each of the Parties shall assist the other Party in obtaining all necessary Government Approvals, third party approvals and permits including but not limited to those listed in Schedule V hereto and any waivers, approvals or releases required pursuant to any applicable CCR.

4.3 System Acceptance Testing

- (a) The Power Producer shall give 7days advance notice to conduct the testing of the Project and shall conduct testing of the Project in the presence of Purchaser's and NREDCAP's designated representative.
- (b) If the results of such testing indicate that the System is capable of generating electric energy as per the standard parameters for 5 continuous hours using such instruments and meters as have been installed for such purposes, then the Power Producer shall send' a Written notice to Purchaser and NREDCAP to that effect, and the date of successful conducting such tests and injection of Power at Delivery Point shall be the "Commercial Operation Dated"

5 System Operations

- 5.1 The Power Producer as Owner and Operator: The System will be legally and beneficially owned by the Power Producer and will be operated and maintained and, as necessary, required by the Power Producer at its sole cost and expense. Replacement of spare parts if any shall be responsibility of Power Producer for the complete period of Agreement. If any repair or maintenance costs incurred by the Power Producer as a result of Purchaser's breach of its obligations, shall be

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- 5.2 reimbursed in full by Purchaser. Power Producer shall not be responsible for any work done by others on any part of the System/Project authorized by the Purchaser and not authorized in advance by the Power Producer in writing. Power Producer shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper operation or maintenance of the System by Purchaser or anyone instructed to do such work by Purchaser. In the event of a problem with the System, as a result of the Purchaser actions for which Power Producer is not responsible as provided in this Agreement, Purchaser will pay Power Producer for diagnosing and correcting the problem at Power Producer.

5.3 Metering

- (a) The Power producer shall install the Main Metering System with due certification for the measurement of electrical energy produced by the System.
- (b) The meter will be read by Power Producer's personnel on the Metering date. The authorized representative of the Purchaser shall be present at the time of meter reading. Both the Parties shall sign a joint meter reading report. However, in case the Joint meter reading report is not signed in the first three business days of any month due to non-availability of the Purchaser's authorized representative, the report signed by the Power Producer shall be considered as Joint Meter Reading Report. The Parties agree that such Joint meter reading Report shall be final and binding on the Parties.
- (c) The Main Metering System at the Delivery Point and any additional meters required by Applicable Law shall be tested, maintained and owned by the Power Producer. In case of malfunctioning of main metering system at delivery point, deemed generation shall be paid upto 7 days only, and after that no payment shall be made till meter is replaced by new one or repaired.
- (d) The Power Producer shall connect the Solar output to the existing system as per the requirements of DISCOM.
- (e) The Purchaser may, at its own discretion, install a check meter, at its cost, to verify the measurements of the Main Metering System.
- (f) The title to the Solar Power supplied by the Power Producer shall pass to the Purchaser at the Delivery Point.

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5.3 System Disruptions

- (a) Availability of premises: Purchaser will provide full access of the site to Power Producer for installation, operation and maintenance of solar power plant during the period of Agreement. Power Purchaser will also provide unrestricted access of the Premises to Power Producer for operation and maintenance of solar power plant.
- (b) Purchaser will not provide/construct any structure within its Premises or around its premises which shades the solar panels effecting the generation of the energy during the Agreement period.
- (c) Roof Repair and other System Disruptions: In the event that (a) the Purchaser repairs the Premises' roof for any reason not directly related to damage, if any, caused by the System, and such repair required the partial or complete temporary disassembly or movement of the System, or (b) any act or omission of Purchaser or Purchaser's employees, Affiliates, agents or subcontractors (collectively, a "Purchaser Act") result in a disruption or outage in System production, and such events attributable to Purchaser (except Force majeure, then, in either case) Purchaser shall (i) pay the Power Producer for all work required by the Power Producer to disassemble or move the System and re-assemble the system after completion for the repair work and (ii) continue to make all payments for the Solar Power during such period of System disruption (the "Disruption Period"). For the purpose of calculating Solar Power Payments and lost revenue for such Disruption Period, Solar Power shall be deemed to have been produced at the average rate. For the first year, the generation of a particular month (in which the deemed generation needs to be calculated) will be used for calculating the average, 2nd year onwards, the generation data of the previous year, corresponding month will be referred. ("Deemed Generation"), Power producer shall inform about the 'disruption or outage in System production, for reasons attributable to purchaser in 'writing within 3 days of occurrence with the date and time of such occurrences and Purchaser's liability shall start from the time of occurrence for above of disruption or outage in system production, on account of Purchaser.

6 Delivery of Solar Power

- 6.1 Purchaser Requirement: Purchaser agrees to purchase one hundred percent (100%) of the Solar Power generated by the System and made available by the Power Producer to Purchaser at the Delivery Point during each relevant month of the Term. In the event that the Purchaser is unable to off take 100% of the electricity generated, when it is generated, then Deemed Generation will apply only in case following conditions:

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- a) Grid Failure from DISCOM.
- b) Power Outage - No reference voltage available for synchronization.
- c) In the event Power Producer is generating power more than the available load, and the Purchaser is not able to export or record the excess units generated.
- d) Faults in the equipments of the Purchaser eg., Net meter Cables, Equipments etc., which may stop the feeding / record of the Solar Power generated.

6.2 Estimated Annual Production

The annual estimate of Solar Power with respect to the System for any given year as determined pursuant to this Section shall be the "Estimated Annual Production". The Estimated Annual Production for each year of the Initial Term is set forth in Schedule IV hereof.

6.3 Suspension of Delivery

Power Producer shall be entitled to suspend delivery of electricity from the System to the Delivery Point for the purpose of maintaining and repairing the System upon giving one week's advance written notice to the Purchaser except in the case of emergency repairs. Such suspension of Service shall not constitute a breach of this Agreement provided that the Power Producer shall use commercially reasonable efforts to minimize any interruption in service to the Purchaser.

7 Tariff and Payments

- 7.1 Consideration Purchaser shall pay to the Power Producer a monthly payment (the "Solar Power Payment") for the Solar Power generated by the System as per the Metering clause 5.2 (b) above during each calendar month of the Term equal to the actual Monthly Production as recorded in Joint Meter Reading Report for the System for the relevant month multiplied by the Tariff irrespective of (i) whether any or all units of Solar Power has been drawn, consumed or utilized by Purchaser and / or (ii) whether any Solar Power has been injected, whether inadvertently or otherwise, into the grid of the Distribution Utility.

The Power Producer will bill the Purchaser for each KWh metered as above at the Delivery Point, at the Tariff prevailing at that point of time.

As detailed in Schedule - II, the Tariff will be equal to Rs. 6.40/unit the levelized tariff as per Tender conditions.

The 'year' Considered shall be the financial year which April 1st to 31st March of every year.

- 7.2 The Power Producer shall share the part of revenue received by them, on sale of solar power to the Purchaser, equivalent to 20 paisa per unit to NREDCAP towards supervision and coordination charges. The charges are exclusive of Service Tax and any other taxes, levies, duties, etc. levied by the Government from time to time, which shall be paid extra as per applicable norms.

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7.3 NREDCAP service charges are charged towards site visits, inspection; liaison, monitoring etc. Taxes and duties shall be paid extra. The NREDCAP service charges are non-refundable and for each project the service charges have to be paid on monthly basis based on the metered power units.
Schedule II provides a detailed tariff schedule.

7.4 Invoice

The Power Producer shall invoice Purchaser on the first day of each month (each, an "Invoice Date") commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Solar Power Payment in respect of the immediately preceding month. The last invoice shall include production only through the Expiration Date of this Agreement.

7.5 The invoice to the purchaser shall include.

- a. The Solar Power calculations for the relevant billing period.
- b. Supporting data, documents and calculations in accordance with this Agreement.

7.6 Time of payment Purchaser shall pay all amounts due hereunder within 21 days after the date of the receipt of the invoice via email or post ("Due Date").

7.7 Method of payment Purchaser shall make all payments under the Agreement by electronic funds transfer only in immediately available funds to the account designated by the Power Producer from time to time. The current account details are mentioned in Annexure 1. All payments made hereunder shall be non-refundable, subject to the applicable tax deduction at source, and be made free and clear of any other tax, levy, assessment; duties or other charges and not subject to reduction, set-off, or adjustment of any kind. Further, if any taxes and duties are leviable currently or in future, such taxes and duties shall be paid by the Purchaser over and above the solar electricity tariff mentioned in this agreement. Such taxes and duties could include, but not restricted to Electricity Duty, Tax on Sale of Electricity (TOSE). If the Purchaser deducts any tax at source, the Purchaser will issue a tax credit certificates as per law.

7.8 Late Payment Surcharge/ Early Payment Discount

In case payment of any invoice is delayed by the Purchaser beyond its Due Date, a later payment surcharge shall be payable by Purchaser to the Power Producer at the rate of 15% per annum ("Late Payment Surcharge") calculated on the amount of outstanding payment, calculated on a day to day basis for each day of the delay, compounded on monthly rests. Late Payment Surcharge shall be claimed by the

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Power Producer, through its subsequent invoice. If the Purchaser pays within 10 working days (as against credit of 21 days available to him), then an early payment discount of 0.25% of the invoice value can be deducted by the Purchaser while making such early payment.

- 7.9 Disputed Payments: In the event that the Purchaser disputes an invoice, it shall give notice of such a dispute within 15 days of receiving the invoice setting out details of the disputed amount. The Purchaser shall pay by the Due Date 100% of any undisputed amount and in case the invoice is disputed, the Purchaser shall pay an amount based on average consumption of last three consecutive 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.

7.10 Change in Law:

- 7.11 For the Purpose of this section 7.10, the term "Change in Law" shall mean the occurrence of any of the following events after the Effective date, resulting into any additional recurring / non-recurring expenditure by the Power Producer or any income to the Power Producer.

- i) The enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law: or
- (ii) A change in the interpretation of any Law by any Governmental Authority having the legal power to interpret or apply such Law, or any competent court; or
- (iii) The imposition of a requirement, for obtaining any Government Approvals which was not required earlier; or
- (iv) a change in the terms and conditions prescribed for obtaining any Government Approvals or the inclusion of any new terms or conditions for Obtaining such Government Approvals; or
- (v) any introduction of any tax made applicable for supply of power by the Power Producer as per the terms of this Agreement. Any benefit due to change in tax on the sale of solar energy shall be passed on to Purchaser.

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- (vi) Any benefit arising due to change in above para (i) to (vi) shall be passed on to the Purchaser.

But not include any change in any withholding tax on income or dividends distributed to the shareholders of the Power Producer.

- (b) Application and Principles for computing impact of Change in Law:

While determining the consequence of Change in Law under this Article 7.10, the Parties shall have due regard to the Principle that the purpose of compensating the Party affected by such Change in Law, is to restore through monthly bill payment, to the extent contemplated in this Article 7.10, the affected Party to the same economic position as if such Change in Law has not occurred and such impact shall be mutually decided in writing.

- (c) Solar Power Payment Adjustment Payment on account of Change in Law
Subject to provisions mentioned above, the adjustment in Solar Power Payment shall be effective from:

- (i) The date of adoption, promulgation, amendment, re-enactment or repeal of the Law or Change in Law; or
- (ii) The date of order/ judgment of the competent court; of tribunal or Governmental Authority, if the Change in law is on account of a change in interpretation of Law.

8 General Covenants

8.1 Power Producer's Covenants

The Power Producer covenants and agrees to the following:

- (a) Notice of Damage or Emergency: The Power Producer shall (a) promptly notify Purchaser if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (b) immediately notify Purchaser once it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises.
- (b) System Condition: The Power Producer shall take all actions reasonably necessary to ensure that the System is capable of providing Solar Power at a commercially reasonable continuous rate: Subject to there being no Purchaser Default, the Power Producer shall provide 24 x 7 offsite / offsite monitoring and maintenance of the System throughout the period of this agreement at no additional cost.

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- (c) The System shall meet minimum guaranteed generation with Performance Ratio (PR) at the time of commissioning and related Capacity Utilization Factor (CUF) as per the daily normalized irradiance levels of the location during the O&M period. PR shall be minimum of 75% at the time of inspection for initial Project acceptance.
- (d) Governmental Approvals : While providing the Installation work, solar Power and System Operations, the Power Producer shall obtain and maintain and secure all Governmental Approval required to be obtained and maintained and secured by the Power Producer and to enable the Power Producer to perform such obligations
- (e) The interconnection of the rooftop solar system with the network of the distribution licensee shall be made as per the technical standards for connectivity of distributed generated resources regulation's as may be notified by the competent authority. The interconnection of the rooftop solar system shall be as per the contracted load and / or respective voltage level applicable to the Purchaser as per the provisions of the guidelines issued by the competent authority.
- (f) Trimming/cutting and uprooting of tree any, if required have to be executed by the power producer without any concurrence and prior approval from the purchaser according to the convenience for the purpose of required and guaranteed power production.
- (g) Health and Safety: The Power Producer shall take all necessary and reasonable safety precautions with respect to providing the installation Work, Solar Power, and System Operations that shall comply with all Applicable Law pertaining to the health and safety of persons and real and personal property.

8.2 Power Producer's Representatives

During the subsistence of this Agreement, the Power Producer undertakes to respond to all questions, concerns and complaints of the Purchaser regarding the System in a prompt and efficient manner. The Power Producer designates the following individual as its representative pertaining to performance of this Agreement till the Commercial Operation Date:

**Name: D. Ramesh Chandran , Managing Director,
M/s. Rich Phytocare Pvt. Ltd, Chennai**

Telephone: 04546 – 285887

Email: richphytocare@gmail.com / richphytocare@yahoo.com

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The Power Producer designates the following individuals as its representative and primary point of contact pertaining to performance of this Agreement following the Commercial Operation Date till termination:

Name: S. NARAYANAN, DIRECTOR

Telephone: 04546 – 285887

Email: Irichphytocare@gmail.com

8.3 Purchaser's Covenants

Purchaser covenants and agrees to the following:

- (a) Notice of Damage or Emergency: Purchaser shall (a) promptly notify the Power Producer if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System; (b) immediately notify the Power Producer once it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises.
- (b) Liens: Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the System or any interest therein. If Purchaser breaches its obligations under this Clause, it shall immediately notify the Power Producer in writing, and shall promptly cause such Lien to be discharged and released of record without any cost to the Power Producer, and shall indemnify the Power Producer against all costs and expenses (including reasonable attorneys fees and court costs) incurred in discharging and releasing such Lien.
- (c) Consents and Approvals: Purchaser shall ensure that any authorizations required of Purchaser under this Agreement, including those required for installation of System at the Premises and to drawl and consume of Solar Power are provided in a timely manner. The Purchaser shall cooperate with the Power Producer to obtain such approvals, permits, rebates or other 'financial incentives.
- (d) Access to Premises Grant of License: Purchaser hereby grants to the Power Producer a license co-terminus with the Term, containing all the rights necessary for the Power Producer to use portions of the Premises for the installation, operation and maintenance of the System pursuant to the terms of this Agreement, including ingress and egress rights to the Premises for the Power Producer and its employees and authorized representatives and access to electrical panels and conduits to interconnect or disconnect the System with the Premises electrical wiring with the consent and approval of the Purchaser's authorized representative identified by the Purchaser. Photo ids. will be provided by the Power Producer. Power Purchaser will assist in availing permissions to the site.

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- (e) Security: The building which has enhanced security of Solar Power System Purchaser will keep the premises locked. In spite of these measures, if any damages to the System takes place due to theft or vandalism then the same shall be claimed or reimbursed through insurances by Power producer. In case of theft and vandalism acts, the Purchaser will assist the Power Producer in procedures of filing FIRs, insurance claims and any other related activities. Whenever, the damages to the System occurs (except due to negligence of Power Producer) then the same shall be jointly assessed by both the Parties and a severity level will be decided, which will further decide the duration offered to the Power Producer to correct the damage, and the Power Producer shall be paid the amount on the basis of 'Deemed generation' for such a period. Power Producer shall be entitled to any insurance proceeds received for damages in this clause.
- (f) Purchaser will not conduct activities on, in or about the Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System. If System is damaged due to any such activity or through any other agency contracted by the Purchaser directly or indirectly, such a damage will be borne by the Purchaser.
- (g) Regardless of whether Purchaser is owner of the Premises or leases the Premises from a landlord, Purchaser hereby covenants that (a) the Power Producer shall have access to the Premises and System during the Term of this Agreement, and (b) neither Purchaser nor Purchaser's landlord will interfere or handle any of the Power Producer's equipment or the System without written authorization from the Power Producer.
- (h) Temporary storage space during installation: Purchaser shall provide sufficient space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary Construction, trailers and facilities reasonably necessary during the Installation Work, System Operations and access for rigging and material handling. During the period of installation and 25 years maintenance, for the purpose of operation and maintenance and storing the standby instruments / panels / watch and wards, a building space/ empty space for construction by the producer is to be provided by the purchaser at free of cost.
- (i) Sunlight Easements: Purchaser will take all reasonable actions as necessary to prevent other building, structures or flora from overshadowing or otherwise blocking access of 'sunlight to the System, including but not limited to such actions as may be reasonably necessary to obtain a solar access easement for such purpose. If any trimmed/uprooted trees, carried out by power producer for the purpose of generation of agreed power, have to be disposed off to suitable location by the power purchaser.

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- (j) Evacuation- Purchaser shall off take 100% of the Solar Power generated from the Delivery Point, and pay all invoices raised by the Power Producer under this Agreement by the 'Due Date' and pay interest on delayed payments, if any, as per this Agreement.
- (k) Water - Power Purchaser at zero cost shall arrange Raw Water at a given point as per the requirements of the Power Producer, for periodic cleaning of the solar panels.
- (l) Auxiliary Power — The Purchaser shall provide sufficient auxiliary power to the Power Producer for the maintenance and operation of its system.
- (m) Relocation - If one or more of the Solar Power Plant panels needs to be temporarily moved or its generation suspended, for any other reason requested by the Power Purchaser, the Power Purchaser will be responsible for pre-agreed costs on actuals only, arising from moving, disassembling and re-installing/ commissioning the Solar Power Plant, as agreed between the Parties. The Power Producer will be responsible for providing detailed documentary proof of the actual pre-agreed costs borne for such relocation/disassembling. Within 30 days of these satisfactory documents being provided by the Power Producer, the Purchaser shall reimburse these pre-agreed expenses in full, and delayed payment beyond the date mentioned above will attract Late Payment charges as described in Clause 7.8. During any interruption in generation during such a relocation, the Purchaser will continue to be billed as per Deemed Generation, during the period of interruption, for the affected Solar Power Plant(s).

9 Representations & Warranties

9.1 Representations and Warranties Relating to Agreement Validity

In addition to any other representations and warranties contained in the Agreement, each Party represent and warrants it's to me other that:

- (a) It is duly organized and validly existing and in good standing in the jurisdiction of its incorporation;
- (b) It has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement.
- (c) It has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;
- (d) The Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms;

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- (e) There is not litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and
- (f) Its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

10 Taxes and Governmental Fees

10.1 Purchaser obligations

Purchaser shall pay for any taxes, fees or charges imposed or authorized by any Governmental Authority in future (as on date no such taxes/fees/charges are being levied) on sale of the Solar Power to Purchaser pursuant to clause 7. The Power Producer shall notify Purchaser in writing with a detailed statement of such amounts, which shall be invoiced by the Power Producer in the monthly bills and payable by Purchaser. Purchaser shall timely report, make filings for, and pay any and all sales, use, income or other taxes, and any other amounts assessed against it due to its purchase of the Solar Power. This Section 10.1 excludes taxes specified in Section 10.2.

10.2 Power Producer Obligations

The Power Producer shall be responsible for all income taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System. The Power Producer shall not be obligated for any taxes payable by or assessed against Purchaser based on or related to Purchaser's overall income or revenues.

11 Force Majeure

11.1 Definition

"Force Majeure Event" means any act or event that prevents the affected Party from performing its obligation in accordance with the Agreement, if such act or event is beyond the reasonable control of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, "Force Majeure

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Event" shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lighting or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion. A Force Majeure Event shall not be based on the economic hardship of either Party. In case of any damage because of force majeure event, the System shall be repaired / commissioned at its own cost by the Power Producer.

11.2 **Excused Performance:** Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 11 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) provided, however, that Purchaser shall not be excused from making any payments and paying any unpaid amounts due in respect of Solar Power delivered to Purchaser prior to the Force Majeure Event performance interruption.

11.3 **Termination as a Consequence of Force Majeure Event:** If a Force Majeure Event shall have occurred that has affected the Power Producer's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then Purchaser shall be entitled to terminate the Agreement and if such Force Majeure Event continues for further ninety (90) days period, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination).

12 Default

12.1 Power Producer Defaults and Power Purchaser Remedies

- (a) **Power Producer Defaults:** The following events shall be defaults with respect to the Power Producer (each, a "Power Producer Default").
 - (i) An Insolvency Event shall have occurred with respect to the Power Producer;
 - (ii) Failure, to achieve Commissioning of the System within 6 months of the Effective Date; and


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- (iii) The Power Producer breaches any material term of the Agreement and
 (A) if such breach can be cured within sixty (60) days after Purchaser's written notice of such breach and the Power Producer fails to cure the same; or (B) the Power Producer fails to commence and pursue a cure within such sixty (60) days period if a longer cure period is needed.
- (b) Purchaser's Remedies:
- (i) If a Power Producer Default described in Section 12.1 (a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 13, Purchaser shall have a right to deliver a notice of its intention to terminate this Agreement ("Purchaser Preliminary Default Notice"), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.
- (ii) 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 Article; the Purchaser shall be at liberty avail the services of any other firm / successful bidder.
- (iii) Following the issue of Purchaser 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 sixty (60) days of the issue of Purchaser Preliminary Default Notice or any other such period mutually agreed upon by the Parties, the Purchaser shall have the right to terminate this Agreement by issuing a Purchaser Termination Notice.
- (iv) Upon the delivery of the Purchaser Termination Notice, this Agreement shall stand terminated. The Power Producer shall have the liability to make payment within sixty (60) days from the date of Purchaser Termination Notice towards compensation to Purchaser equivalent to the difference between the Tariff and the grid rate notified by the relevant Government Authority for that point in time multiplied by the estimated Solar Power generated for a period of two (2) years following the termination, considered on normative capacity utilization factor.
- (v) if the Power Producer fails to remove the System from the Premises within one month from the date of termination, the Purchaser shall be entitled to dispose of the System in any manner it deems fit.
- (vi) The Power Purchaser may exercise any other remedy it may have at law or equity or under the Agreement.

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For RICH PHYTOCARE (P) LTD.

Managing Director

VC & Managing Director
NREDCAP Hyderabad.

12.2 Power Purchaser Defaults and Power Producer's Remedies

- (a) Purchaser Default : The following events shall be defaults with respect to Purchaser (each, a "Purchaser Default")
 - (i) An Insolvency Event shall have occurred with respect to Purchaser;

Purchaser breaches any material term of the Agreement if (A) such breach can be cured within sixty (60) days after the Power Producer's notice of such breach and Purchaser fails to so Cure, or (B) Purchaser fails to commence and pursue said cure within such sixty (60) day period if a longer cure period is needed; and
 - (iii) Purchaser fails to pay the Power Producer any undisputed amount or, if the amount is disputed, an amount based on average consumption of last three consecutive undisputed invoices to the Power Producer under Section 7.9 of this Agreement within sixty (60) days from the receipt of notice from the Power Producer of such past due amount
- (b) Power Producer's Remedies: If a Purchaser Default described in Sections 12.2 (a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 13, the Power Producer shall be entitled to terminate this Agreement by serving a fifteen (15) days notice and upon such termination, (A) the Power Producer shall be entitled to receive from Purchaser the Purchase Price. The Purchase Price payable shall be the Purchase Price Specified in Schedule III that falls on such date. Upon the payment of the Purchase Price, the Power Producer shall cause the title of the System to transfer to the Purchaser and (b) the Power Producer may exercise any other remedy it may have at law or equity or under the Agreement.

13 Limitations of Liability

- 13.1 Except as expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the Agreement.
- 13.2 Subject to the provisions of the Agreement, the Power Producer shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the Power Producer, or contractors engaged by the Power producer in connection with Power Producer and shall not be deemed to be employees, representatives, contractors of the Purchaser Nothing contained in the Agreement or in any agreement or contract executed by the Power Producer shall be construed to create any contractual relationship between any such employees, representatives or contractors and the Purchaser.

For RICH PHYTOCARE (P) LTD.

Managing Director

Managing Director

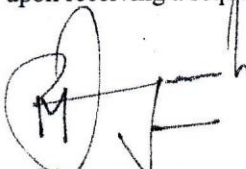
- 13.3 Notwithstanding any liability, or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the Purchaser can claim compensation under any insurance policy, shall not be charged to or payable by the Purchaser

14 Assignment & Novation

- 14.1 Assignment: Notwithstanding anything contained herein, 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 party ("Assignment"), with the consent of the Power Purchaser. The Power Purchaser shall not unreasonably withhold such consent. In the event of such assignment, the Purchaser will be able to hold the Power Producer as well as the party to whom the benefits under this contract are assigned, to be jointly and severally responsible for performing the obligations under this contract. Further, in the event of assignment, the Purchaser 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.

If the Power Producer were to sell the Solar Power Plant, 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. Purchaser may assign its rights under this Agreement, without the prior consent of Power Producer, to an Affiliate or any successor in interest to Purchaser, 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 Purchaser and its successors or assigns. However, any such actions as intended by the Power Producer under Article 14.1 and Article 14.2 shall be binding on Power Purchaser, if there are zero material inconsistencies present in the contract provisions during the time of assignment/novation, else, it shall be construed as default in contract and appropriate actions shall be taken as deemed fit.

- 14.2 Novation: The Parties agree and acknowledge that the Power Producer may intend to novate the Agreement to a party, and has the right to transfer any or all of its rights and obligations under this Agreement to a party or any other third party ("New Party"), with the consent of the Power Purchaser. The Power Purchaser shall not unreasonably withhold such consent. Upon Novation, 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 Purchaser hereby agrees and undertakes that, promptly upon receiving a request from the Power Producer, the Purchaser shall execute such


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TIRUPATI.

For RICH PHYTOCARE (P) LTD.

Managing Director


Director
NED Limited Hyderabad

- 14.3 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. If the parties agrees to do Novation then separate Novation agreement shall be executed.

14.3 Notices

Unless otherwise provided in the Agreement, all notices and communications concerning the Agreement shall be in writing and addressed to the Parties at the addresses set forth below:

Power Producer's address and contact details:

M/s. Rich Phytocare Pvt. Ltd
Flat 2B, Mahalakshmi Enclave,
No.26 Tank Bund Road, Nungambakkam,
Chennai 600034, Tamilnadu

Purchasers address and contact details:

THE REGISTRAR
SRI VENKATESWARA UNIVERSITY (ADMIN BUILDING & C BLOCK
HOSTELS)
Sri Venkateswara University, Tirupati, Andhra Pradesh 517502

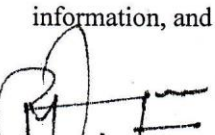
14.4 Notice

Unless otherwise provided herein, any notice provided for in the Agreement shall be hand delivered, sent by registered post, or by courier delivery, or transmitted by facsimile and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered or sent toy courier delivered or sent by courier delivery, upon posting if sent by registered post and upon confirmation of sending when sent by facsimile on the next Business Day.

15. Confidentiality

15.1 Confidentiality obligation

- (a) If the Power Producer provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copy righted or trademarked information, and / or technical information regarding the , design, operation and maintenance of the System ("Confidential Information") to Purchaser or, if in the course of performing under the Agreement or negotiating the Agreement Purchaser learns Confidential Information regarding the facilities or plans of the Power Producer, Purchaser shall (a) protect the Confidential information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except


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Managing Director

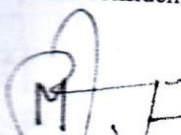

VC & Managing Director
NREDCAP Hyderabad.

in the negotiation and performance of the Agreement. Notwithstanding the above, Purchaser may provide such Confidential Information to its officers, directors, manager, employees and Affiliates (collectively "Representatives"), in each case whose access is reasonably necessary for purposes of the Agreement. Each such recipient of Confidential information shall be informed by Purchaser of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. Purchaser shall be liable for any breach of this provision by any entity to whom it improperly discloses Confidential Information. All Confidential Information shall remain the property of the Power Producer and shall be returned to it after Purchaser's need for it has expired or upon the request of the Power Producer.

If the Purchaser provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copy righted or trademarked information, ("Confidential Information") to the Power Producer or, if in the course of performing under the Agreement or negotiating the Agreement the Power Producer learns Confidential Information regarding the facilities Or plans of the Purchaser, the Power Producer shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. Notwithstanding the above, the Power Producer may provide such Confidential Information to its officers, directors, managers, employees and Affiliates (collectively, "Representatives"), in each case whose access is reasonably necessary for purposes of the Agreement. Each such recipient of Confidential. Information shall be informed by the Power Producer of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. The Power Producer shall be liable for any breach, of this provision by any entity to whom it improperly discloses Confidential Information. All Confidential Information shall remain the property of the Purchaser and shall be returned to it after the Power Produce's need for it has expired or upon the request of the Purchaser.

15.2 Permitted Disclosures

Notwithstanding any other provision contained herein, neither Party shall be required to hold confidential any information that


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Managing Director


Director
NRED

the facilities Or plans of the Purchaser, the Power Producer shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. Notwithstanding the above, the Power Producer may provide such Confidential Information to its officers, directors, managers, employees and Affiliates (collectively, "Representatives"), in each case whose access is reasonably necessary for purposes of the Agreement. Each such recipient of Confidential. Information shall be informed by the Power Producer of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. The Power Producer shall be liable for any breach, of this provision by any entity to whom it improperly discloses Confidential Information. All Confidential Information shall remain the property of the Purchaser and shall be returned to it after the Power Produce's need for it has expired or upon the request of the Purchaser.

15.2 Permitted Disclosures

Notwithstanding any other provision contained herein, neither Party shall be required to hold confidential any information that

- (a) becomes publicity available other than through the receiving Party.
- (b) is required to be disclosed under Applicable Law or pursuant to a validity issued notice or required filing, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement
- (c) is independently developed by the receiving Party ; or
- (d) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality..

16 Indemnity

16.1 Power Producer's Indemnity

Subject to Section 13, the Power Producer agrees that it shall indemnify and hold harmless Purchaser and its members, officers, employees, students, casual laborers, persons permitted' to run any business or service, such as canteens, stores, photocopy units, banks, post office, courier service, hospital and to any lawful visitors (collectively, the "Purchaser Indemnified Parties") from and against any and all Losses incurred by the Purchaser Indemnified Parties to the extent arising from or out of the following any claim for or arising out of any injury to Or death of any Person or Loss or damage to Property of any Person to the extent arising out of the Power

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Managing Director

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VC & Managing Director
NREDCAP Hyderabad.

Producer's negligence or willful misconduct. The Power Producer shall not, however, be required to reimburse or indemnify any Purchaser Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Purchaser indemnified Party.

16.2 Purchaser's Indemnity

Subject to Section 13, Purchaser agrees that it shall indemnify, defend and hold harmless the Power Producer, its permitted successors and assigns and their respective directors, officers, employees, contractors, sub-contractors, and agents (collectively, the "Power Producer indemnified Parties") from and against any and all Losses incurred by the Power Producer Indemnified Parties to the extent arising from or out of any claim for or arising out of any injury to or death or any Person or loss or damage to property of any Person to the extent arising out of Purchaser's negligence or willful misconduct. Purchaser shall not, however, be required to reimburse or indemnify any Power Producer Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Power Producer Indemnified Party.

17. Miscellaneous

17.1 Amendments

This Agreement may only be amended, modified or, supplemented by an instrument in writing executed by duly authorized representatives of the Power Producer and Purchaser.

17.2 Goodwill and Publicity

Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases and other public statements by the other Party that refer to, or that describe any aspect of, this Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by applicable law) shall be made by either Party without the prior written consent of the other Party. Without limiting the generality of the foregoing and whether or not the consent of the other Party is required or obtained, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement.

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For RICH PHYTOCARE (P) LTD.
Managing Director

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17.3 Industry Standards

Except as otherwise set forth herein, for the purpose of the Agreement, the normal standards of performance within the solar photovoltaic power generation Industry in the relevant market shall be the, measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

17.4 Cumulative Remedies

Except as set forth to the contrary herein, any right or remedy of the Power Producer or Purchaser shall be cumulative and without prejudice to any other right or remedy.

17.5 No Waiver

The failure of the Power Producer or Purchaser to enforce any of the provisions of the Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision in any other instance or of any other provision in any instance.

17.6 Survival

The obligations under Section 8:1 (d) (Power Producer Covenant), Sections 8.3(d), (e), (f) and (g) (Purchaser Covenants), Section 10 (Taxes and Governmental Fees), Section 13 (Limitation of Liability) Section 12.2 (Notices), Section 15 (Confidentiality), or pursuant to other provisions of this Agreement that, by their nature and context, are intended to survive. termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

17.7 Governing Law & Jurisdiction

- (a) This Agreement shall be governed by and construed in accordance with the laws of India. The Parties agree that the courts in Delhi shall have jurisdiction over any action or proceeding arising under the Agreement.
- (b) In the event of any Dispute, difference of opinion or dispute or claim arising out of or relating to this Agreement or breach, termination or the invalidity thereof, shall firstly be attempted to be resolved by conciliation. The procedure as mentioned in PWD Works Manual prevalent at the time of such dispute is to be followed to carry out the said conciliation.

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FOR RICH PHYTOCARE (P) LTD.
Managing Director

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(c) Arbitration Procedure:

- (i) In case of any dispute arising out of this Agreement or otherwise, between the parties hereto, PWD manual dispute resolution methodology will be used. A period of not more than 15 days will be allotted at each stage of resolution. Upon failure to resolve the said dispute through conciliation the dispute shall be referred to arbitration and the V.C & Managing Director, NREDCAP, may appoint an arbitrator. The arbitrator(s) shall be appointed within a period of 30 days from the date of receipt of written notice / demand of appointment of arbitrator from either Party. The cost of the arbitration will be shared equally by Power Producer and the Purchaser.
- (ii) The venue of such arbitration shall be Head Office of NREDCAP. The arbitral award shall be binding on both Parties. The arbitration proceedings shall be governed by the Indian Arbitration and Conciliation Act, 1996, as amended from time to time including provisions in force at the time the reference is made.
- (d) During the dispute resolution period, both the Parties shall continue to perform their respective obligations as per provisions of the Agreement.
- (e) This Section 17 is severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason.

17.8 Severability

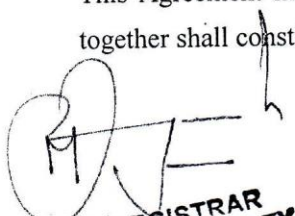
If any term, covenant or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

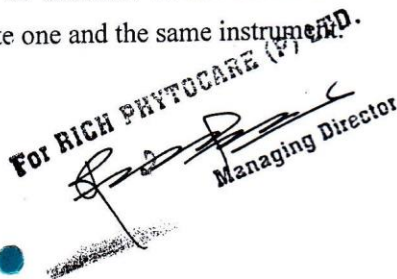
17.9 Successors and Assigns

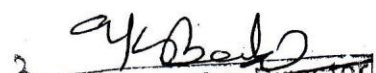
This Agreement and the rights and obligations under the Agreement shall be binding upon and shall inure to the benefit of the Power Producer and Purchaser and their respective successors and permitted assigns.

17.10 Counterparts

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.


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 For RICH PHYTOCARE (P) LTD.
 Managing Director


 VC & Managing Director
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17.11 Independent Service Provider

This Agreement is on a principal to principal basis between the parties hereto Nothing contained in tills Agreement shall be construed or deemed to create any association, partnership or joint venture or employer employee relationship or principal-agent relationship in any manner whatsoever between the Parties

17.12 Non-Exclusive Agreement

This Agreement is on non-exclusive basis. The Purchaser is free to engage any other service provider's or may entrust services similar to those provided by the Power Producer under this Agreement to any other person/s, provided the Power Producer's rights under this Agreement are not affected in any manner

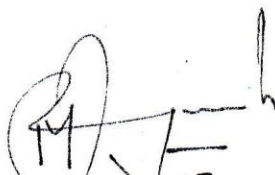
17.13 Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto with respect of the subject matter of this Agreement and supersedes all prior agreements and undertakings; written or oral, with respect to the subject matter hereof except as otherwise expressly provided herein. The Schedules annexed to this Agreement also form a part of this Agreement.

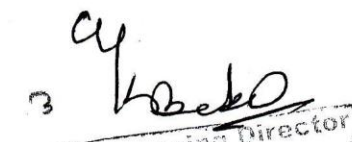
17.14 Insurance

The Power Producer shall maintain at its own costs, throughout the tenure of this Agreement and any extensions thereof all mandatory insurance coverage for adequate amount including but not restricted to comprehensive general liability insurance including theft and vandalism, covering the System and accidental losses, bodily harm, injury, death of all individuals employed/ assigned by the Power Producer to perform the services required under this Agreement.

17.15 Annual accounts reconciliation shall be conducted annually between the Power Producer and Purchaser.


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FOR RICH PHYTOCARE (P) LTD.
Managing Director


VC & Managing Director
NREDCAP Hyderabad.

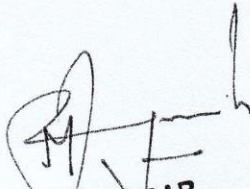
IN WITNESS WHEREOF the Parties have caused the Agreement to be duly executed through their duly authorized representatives as of the date set forth above.

FOR & ON BEHALF OF
THE POWER PURCHASER

Signature :

Name :

Designation :


REGISTRAR
S.V. UNIVERSITY
TIRUPATI.

FOR & ON BEHALF OF POWER
PRODUCER

Signature

Name

Designation


FOR RICH PHYTOCARE (P) LTD.
Managing Director

: D. Ramesh Chandran

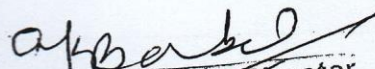
: Managing Director

FOR & ON BEHALF OF NREDCAP, HYDERABAD

Signature :

Name :

Designation :

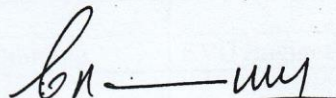

VC & Managing Director
NREDCAP Hyderabad.

WITNESSES - 1

Signature

Name

Designation :

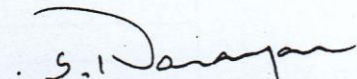

C.B. Jagadeeswar
Reddy
DM, NREDCAP
CHITTOOR

WITNESS - 2

Signature

Name

Designation


S. NARAYANAN
Director

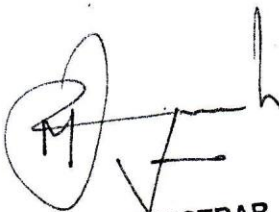
Rich Phytocare (P) Ltd

SCHEDULE I
DESCRIPTION OF THE PREMISES

Premises Overview	
Segment	: Office Building/ Open space within the premises
Type of Roof	: Flat Concrete or <u>Pillar or Steel Iron section</u>
Hours of Operation	: 12 Hours, <u>7</u> Days a week
Security	: Gated Complex with dedicated round the clock security arrangement

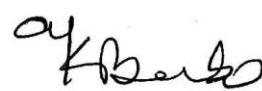
Capacity and Area Requirement

Capacity	<u>150</u> kWp
Module Area	<u>19,500 Sq. Ft. (PV Syst.) (Clear shadow less effective area)</u>
Details of Building	SVU Engineering College & SS
Details of Roofs	In & around meter yard of the transformer according to the generation of required power feasibility 150 Kwp
Details of Power Distribution System	-----


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For RICH PHYTOCARE (P) LTD.

Managing Director

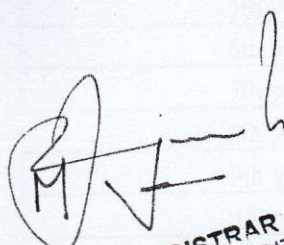
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NREDCAP Hyderabad.

SCHEDULE IITARIFF AND FEES

Following is the details of the tariff agreed between the parties.

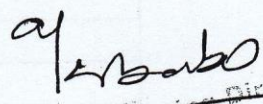
Purchase shall pay power producer for solar power at the rate equal to INR 6.40 /unit
(Six rupees and forty paise only) which is the levelized tariff for a period of 25 years as
per NREDCAP Tender No: NREDCAP/OSD/NM/RESCO/2016-18, DATED 01.07.2016

The fees and payment details are provided in detail under clause 7 of this agreement.


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TIRUPATI.

For RICH PHYTOCARE (P) LTD.

Managing Director

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VC & Managing Director
NREDCAP Hyderabad.

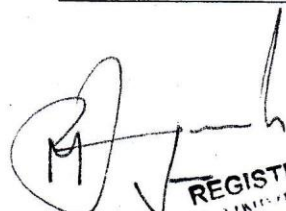
SCHEDULE IIIYEARWISE SALVAGE VALUE OF THE SOLAR POWER SYSTEM

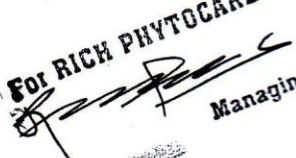
The following is the purchase value of the system over a period of 25 years. This may be applicable under the following conditions.

1. The Power Purchaser terminates the PPA before the 25 years PPA Tenure
2. The Power Purchaser wishes to own the Project before the Tenure of the PPA.
3. The Solar Project is relocated or shifted owing to demolition of the Building, damage to the building, change of city plans or any other mason.

Purchase Price for 150 Kwp system @ Rs. 75/- watt.

Year	Salvage Value (Rs.)
1st year	100%
2nd year	96%
3rd year	92%
4th year	88%
5th year	84%
6th year	80%
7th year	76%
8th year	72%
9th year	68%
10th year	64%
11th year	60%
12th year	56%
13th year	52%
14th year	48%
15th year	44%
16th year	40%
17th year	36%
18th year	32%
19th year	28%
20th year	24%
21th year	20%
22nd year	16%
23rd year	12%
24th year	8%
25th year	4%


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FOR RICH PHYTOCARE (P) LTD.

Managing Director

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VC & Managing Director
NREDCAP Hyderabad.

SCHEDULE IVESTIMATED SOLAR POWER GENERATION

Client : SRI VENKATESWARA UNIVERSITY: (S V ENGINEERING COLLEGES & S S)

Project : RESCO MODEL -150 kwp

Location : TIRUPATI

End of Year	Yearly Degradation 'MWh' (Modules & System) – Degradation consider in PV Syst generation data	Global incident in coll. Plane (GlobInc) 'kWh/Sq.mtr' Yearly	Energy injected into grid (E_Grid) 'MWh' Yearly 'A'
1	1.0%	1812.3	225000
2	1.0%	1812.3	222750
3	1.0%	1812.3	220523
4	1.0%	1812.3	218317
5	1.0%	1812.3	216134
6	1.0%	1812.3	213973
7	1.0%	1812.3	211833
8	1.0%	1812.3	209715
9	1.0%	1812.3	207618
10	1.0%	1812.3	205541
11	1.0%	1812.3	203486
12	1.0%	1812.3	201451
13	1.0%	1812.3	199437
14	1.0%	1812.3	197442
15	1.0%	1812.3	195468
16	1.0%	1812.3	193513
17	1.0%	1812.3	191578
18	1.0%	1812.3	189662
19	1.0%	1812.3	187766
20	1.0%	1812.3	185888
21	1.0%	1812.3	184029
22	1.0%	1812.3	182189
23	1.0%	1812.3	180367
24	1.0%	1812.3	178563
25	1.0%	1812.3	176778

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TIRUPATI.

For RICH PHYTOCARE (P) LTD.
Managing Director

VC & Managing Director
NREDCAP Hyderabad.

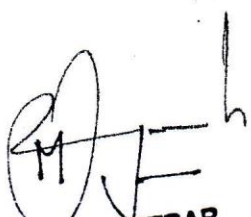
SCHEDULE VGOVERNMENT APPROVALS

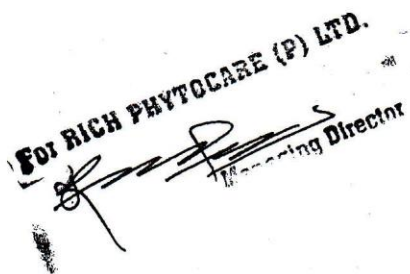
1. To be obtained by the power producer

All approvals including approvals/consents required under local regulations, building codes and approvals required from the distribution utility etc. relating to installation and operation of the system (including the government incentives/subsidies available for the project) and generation and supply of solar power from the Project.

2. To be obtained by Power Purchaser

Any authorizations required of purchaser, including those required for installation of system at the premises. Permissions and coordination with DISCOM or any related organization for NET METERING. Power Purchaser will apply for net metering and bear the cost of net meter only.

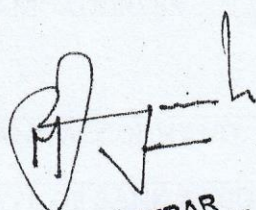

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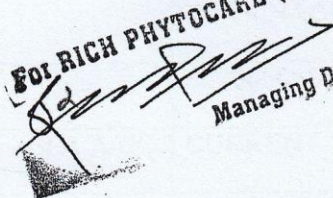

FOR RICH PHYTOCARE (P) LTD.
Managing Director


VC & Managing Director
NREDCAP Hyderabad

SCHEDULE - VI

TENDER AND LETTER OF ALLOCATION &
SANCTION LETTER FROM NREDCAP


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For RICH PHYTOCARE (P) LTD.
Managing Director 3

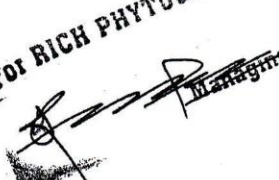

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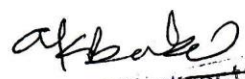
ANNEXURE - I

POWER PRODUCER BANK DETAILS

NAME OF THE BENEFICIARY	M/s. Rich Phytocare Pvt.Ltd.
PRINCIPAL PLACE OF BUSINESS & ADDRESS	<u>Flat 2B, Mahalakshmi Enclave, No.26</u> <u>Tank Bund Road, Nungambakkam,</u> <u>Chennai 600034, Tamilnadu</u>
NAME OF THE BANK	HDFC BANK LTD
BANK ADDRESS	ALLINGARAM BRNACH, THENI TAMILNADU 625531.
BANK ACCOUNT NO.	50200000944884
TYPE OF BANK ACCOUNT – SB/CA/CC	CURRENT
IFSC/NEFT/RTGS CODE	HDFC0000776
MICR CODE	625240102
PAN CARD NO	AACCR8543G
PHONE NO. / FAX NO. WITH STD CODE	04546 285887 / 9787757278
EMAIL ID OF CONTACT PERSON	1richphytocare@gmail.com richphytocare@yahoo.com

1 
REGISTRAR
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TIRUPATI.

For RICH PHYTOCARE (P) LTD.

Managing Director

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VC & Managing Director
NREDCA Hyderabad.



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

SLNo: 1972 DATE: 1.12.16

SOLD TO: Vha Managing Director

FOR WHOM: Rich phytocare PVT LTD. Chittoor

C.K. KASIVISWANATHAN
LICENCED STAMP VENDOR
L.No: 10-11-004/2010
R.No: 10-11-005/2015
TAHSILDAR OFFICE, CHITTOOR.
CELL: 9966129980

BX 001520

POWER PURCHASE AGREEMENT

FOR

DESIGN, MANUFACTURE, SUPPLY, ERECTION, TESTING AND COMMISSIONING
INCLUDING WARRANTY, OPERATION & MAINTENANCE FOR 25 YEARS OF
500 KWP ROOF-TOP SOLAR PV POWER SYSTEM

AT TIRUPATI

BETWEEN

M/S. RICH PHYTOCARE PVT. LTD.

AND

VIROLOGY DEPARTMENT,
SRI VENKATESWARA UNIVERSITY

AND

NEW & RENEWABLE ENERGY DEVELOPMENT
CORPORATION OF AP LTD (NREDCAP)

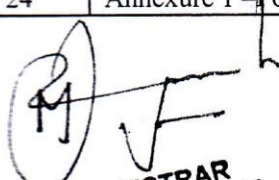
VC & REGISTRAR Director
SV UNIVERSITY
TIRUPATI

Rich Phytocare PVT. LTD.
Managing Director

VC & Managing Director
NREDCAP Hyderabad.

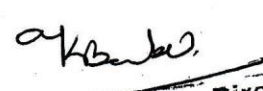
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REGISTRAR
S.V. UNIVERSITY
TIRUPATI

FOR RICH PHYTOCARE (P) LTD.

Managing Director


VC & Managing Director
NREDCAP Hyderabad.

This Power Purchase Agreement is executed on 3rd day of December 2016 at TIRUPATI

BETWEEN

SRI VENKATESWARA UNIVERSITY : THE REGISTRAR

Sri Venkateswara University, Tirupati, Andhra Pradesh 517502 (Designation and Address) (hereinafter referred to as "Purchaser"), which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assigns

AND

M/s. Rich Phytocare Pvt. Ltd, (Name of Power Producer), a company incorporated under the Companies Act, 1956 having its registered office at Flat 2B, Mahalakshmi Enclave, No.26 Tank Bund Road, Nungambakkam, Chennai 600034, Tamilnadu (complete address) (hereinafter referred to as "Power Producer"), which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assigns

AND

M/s New & Renewable Energy Development Corporation of AP Ltd., (NREDCAP), a company incorporated under the Companies Act, 1956 having its registered office at 5-8-207/2, Pishah Complex, Nampally 500 001 (hereinafter referred to as "NREDCAP"), which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assigns

REGISTRAR
S.V. UNIVERSITY
TIRUPATI.

FOR RICH PHYTOCARE (P) LTD.
Managing Director

VC & Managing Director
NREDCAP Hyderabad.

This Power Purchase Agreement is executed on 3rd day of December 2016 at TIRUPATI

BETWEEN

SRI VENKATESWARA UNIVERSITY: THE REGISTRAR

having its office at **Sri Venkateswara University, Tirupati, Andhra Pradesh 517502** represented by its authorised signatory Sri THE REGISTRAR hereinafter referred to as "**Purchaser**" which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assignees, of the **FIRST PARTY**.

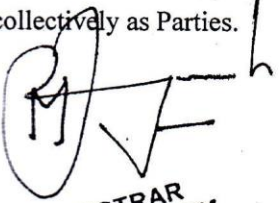
AND

M/s. Rich Phytocare Pvt. Ltd a company incorporated under the Companies Act, 1956 having its registered office at Flat 2B, Mahalakshmi Enclave, No.26 Tank Bund Road, Nungambakkam, Chennai 600034, Tamilnadu (hereinafter referred to as "**Power Producer**" which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assignees, of the **SECOND PARTY**.

AND

New and Renewable Energy Development Corporation of Andhra Pradesh Ltd., a fully owned State Government Company, registered under the Companies Act, 1956 having its registered office at 5-8-207/2, Pishah Complex, Nampally, Hyderabad 500 001 (India), represented by its Vice-Chairman & Managing Director, hereinafter referred to as the "**NREDCAP**" which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assignees, of the **THIRD PARTY**.

The Purchaser, Power Producer and NREDCAP are severally referred to as the party and collectively as Parties.


GISTRAR
S.V. UNIVERSITY
TIRUPATI.

For RICH PHYTOCARE (P) LTD.

Managing Director


VC & Managing Director
NREDCAP Hyderabad.

WHEREAS:

- A. The Power Producer has been notified as successful bidder by NREDCAP for "Design, Manufacture, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance of 500 KWp Rooftop Solar PV System for a period of 25 years in AP State under Renewable Energy Service Company (RESCO) Route and as per Technical Specification & other details as per the Tender No. NREDCAP/ OSD/ NM/ RESCO/ 2016-18, dt 01.07.2016.
- B. The Power Producer is engaged in the business of building and operating power plants, including grid connected rooftop Solar power projects.
- C. The Power Producer has agreed to install and operate a Grid connected solar photovoltaic power plant of 500 KWp capacity at the Premises of the Purchaser after due inspection of the Premises as defined hereinafter and supply the entire Solar Power of the Project to Purchaser on the terms and conditions contained in this Agreement.
- D. The Purchaser has agreed to purchase the entire Solar Power of the Project on "Take or Pay basis" the terms and conditions contained in this Agreement.

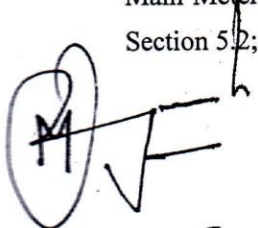
NOW THEREFORE in consideration of the mutual promises, conditions and covenants set forth herein, the Parties hereby agree as below:

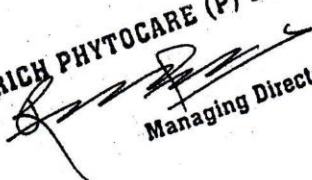
1. **Definitions and Interpretation**

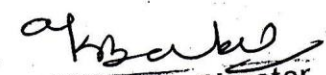
1.1 **Definitions**

In addition to other capitalized terms specifically defined elsewhere in the Agreement or unless the context otherwise requires, the following words and phrases shall be defined as follows:

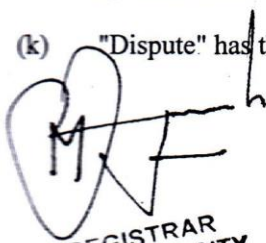
- (a) "Actual Monthly Production" means the amount of energy recorded by the Main Metering System during each calendar month of the Term, pursuant to Section 5.2;


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FOR RICH PHYTOCARE (P) LTD.

Managing Director

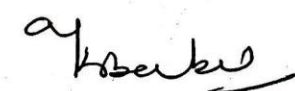

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- (b) "Affiliate" means with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person')
- (c) "Agreement" means this Power Purchase Agreement executed hereof, including the schedules, amendments, modifications and supplements made in writing by the Parties from time to time.
- (d) "Applicable Law" means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement or any Governmental Authority in India having jurisdiction over such Person or its property, enforceable by law or in equity, including the interpretation and administration thereof by such Governmental Authority.
- (e) "Assignment" has the meaning set forth in Section 14.1:
- (f) "Business Day" means any day other than Sunday or any other day on which banks in operation are required or authorized by Applicable Law to be closed for business:
- (g) "Commercial Operation Date" has the meaning set forth in Section 4.3(b)
- (h) "Consents, Clearances and Permits" shall mean all authorization, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and / or supply of power:
- (i) "Deemed Generation" has the meaning set forth in Section 5.2 (c)
- (j) "Delivery Point" shall be the single point, at a location mutually agreed by the Parties, in line with applicable regulation/ rules where Solar Power is delivered by the Power Producer from the System to the Purchaser.
- (k) "Dispute" has the meaning set forth in Section 17.7 (b);


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FOR RICH PHYTOCARE (P) LTD.

 Managing Director


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- (l) "Disruption Period" has the meaning set forth in Section 5.3 (c)
- (m) "Distribution Utility" means the local 'electric distribution owner and operator providing electric distribution and interconnection services to Purchaser at the Premises;.
- (n) "Due Date" has the meaning set forth. in Section 7.4;
- (o) "Effective Date" has the meaning set forth in Section 2
- (p) "Estimated Remaining Payments" means as of any date, the estimated remaining Solar Power Payments to be made through the end of the applicable Term, as reasonably determined by. the Power Producer in accordance with Section 7.1
- (q) "Expiration Date" means the date on which the Agreement terminates by reason of expiration of the Term.
- (r) "Force Majeure Event" has the meaning set forth in Section 11.1
- (s) "Governmental Approval" means any approval, consent, franchise, permit, certificate, resolution, concession, license or authorization issued by or on behalf of any applicable Governmental Authority for the purpose of setting up of the Project and / or for sale and purchase of Solar Power of the Project pursuant to the Agreement.
- (t) "Governmental Authority" means any central; state, regional, district, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.
- (u) "Indemnified Persons" means the Purchaser Indemnified Parties or the Power Producer-indemnified Parties, as the context requires.
- (v) "Insolvency Event" means with respect to a Party, that either

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FOR RICH PHYTOCARE (P) LTD.

Managing Director

VC & Managing Director
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- (i) Such party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee, administrator, liquidator on the likes of itself or of all or a substantial part of its assets or business; (B) been unable to pay its debts as such-debts become due; (C) made a general assignment for the benefit of its creditors, (D) commenced a voluntary proceeding under any insolvency or bankruptcy law; filed a petition seeking to take advantage of any other law relating to the bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; or (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or
- (ii) It is clarified that a dissolution or liquidation will not be an Insolvency Event if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization, and the resulting company retains credit worthiness similar to the dissolved or liquidated entity and expressly assumes all obligations of the dissolved and liquidated entity under this Agreement and is in a position to the perform them.
- (w) "Installation Work" means the construction and installation of the System and the Start-up, testing and acceptance (but . not the operation and maintenance) thereof; all performed by or for the Power Producer at the Premises.
- (x) "Invoice Date has the meaning set forth in Section 7.4.
- (y) "Losses" means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, clean up and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys' fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing and indemnity' obligation)
- (z) "Main Metering System" means all meter(s) and metering devices owned by the Power Producer and installed at the Delivery point for measuring and recorded the delivery and receipt of energy.

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- (aa) "Metering Date" means the first Business day of each calendar month subsequent to the month in which the Solar Power is generated by the Power Producer. The billable units shall be equal to the difference between the meter reading on the Metering Date and the meter reading on the previous month's Metering. Date.
- (bb) "Party" or Parties" has the meaning set forth in the preamble to this Agreement.
- (cc) "Person" means an individual, partnership, corporation, limited Liability Company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.
- (dd) "Power Producer Default" has the meaning set forth in Section 12.1 (a).
- (ee) "Power Producer Indemnified has the meaning set forth in Section 16.1.
- (ff) "Premises" means the premises described in Schedule 1 to this Agreement. For the avoidance of doubt, the Premises include, the entirety of any and underlying real property located at the address described in Schedule 1 to this Agreement.
- (gg) "Purchase Date" means the date on which title to the System transfers to the Purchaser pursuant to the Purchaser exercising its purchase option under Section 3.2.
- (hh) "Purchase Price" means the fee payable Purchaser to the Power Producer under the circumstances described in Section 3.2
- (ii) "Purchaser Default" has the meaning set forth in Section 12.2 (a).
- (jj) "Purchaser Indemnified Parties" has the meaning set forth in Section 16.2.
- (kk) "Representative" has the meaning forth in Section 8.2.
- (ll) "Scheduled Complete Date" has the meaning set forth in Section 4.1(h).


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For RICH PHYTOCARE (P) LTD.

 Managing Director

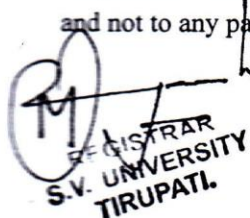

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- (mm) "Selectee" means, a new company (i) proposed by the Lenders read with Schedule III hereof and approved by the Purchaser (ii) or proposed by the Purchaser in accordance with Schedule III hereof and approved by the Lenders, for substituting the Power Producer for the residual period of the Agreement by amendment of the Agreement or by execution of a fresh power purchase agreement in accordance with the terms and conditions contained in the said Schedule.
- (nn) "Solar Power" means the supply of electrical energy output from the System.
- (oo) "Solar Power Payment" has the meaning set forth in Section 7.1.
- (pp) "System" includes the integrated assembly of photovoltaic panels, mounting, assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, and all other material comprising the Installation Work.
- (qq) "System Operations" means the Power Producer's operation, maintenance and repair of the System performed in accordance the requirement herein.
- (rr) "Tariff" means the price per kWh set forth in Schedule II hereto.
- (ss) "Term" has the meaning set forth in Section 3.1:

1.2 Interpretation

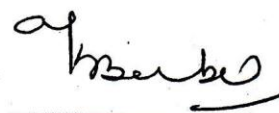
- (a) Unless otherwise stated, all references made, in this Agreement to "Sections", "Clauses" and "Schedules" shall refer respectively to Sections, clauses and Schedules of this Agreement. The Schedules to this Agreement form an integral part of this Agreement and shall have effect as though they were expressly set out in the body of this Agreement.

In the Agreement, unless the context otherwise requires (i) words imparting singular connotation shall include plural and vice versa: (ii) the words "include", "includes", and "including" mean include, includes and including "without limitation" and (iii) the words "hereof", "hereto", "herein" and "hereunder" and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement.

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TIRUPATI.

For RICH PHYTOCARE (P) LTD.

Managing Director


VC & Managing Director
NRED CAP Hyderabad.

2. Effective Date

This Agreement shall be effective on the day that falls one Business Day after the date of signing of this Agreement.

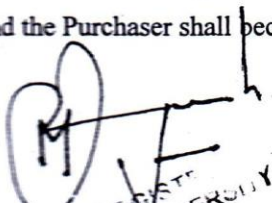
3. Terms and Termination

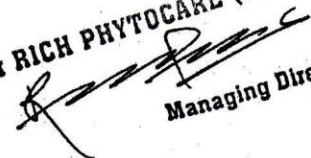
3.1 Term

The term of the Agreement shall commence on the Effective Date and shall continue for twenty five (25) years from the Commercial Operations Date (the "Term"), unless and until terminated earlier pursuant to the provisions of the Agreement. After the Term, the ownership of the System shall be transferred to the Purchaser free of cost.

3.2 Purchase Option/ Purchase Obligation

So long as a Purchaser default shall not have occurred and be continuing, Purchaser has the option to purchase the System by paying the Power Producer the Purchase price as per Schedule III to this Agreement. To exercise its purchase option, the Purchaser shall not less than Ninety (90) days prior to the proposed Purchase Date, provide written notice to the Power, Producer of Purchaser's intent to exercise its option to purchase the System on such purchase date: In the event Purchaser confirms its intention to exercise the purchase option in writing to the Power Producer, (i) Purchaser shall pay the applicable purchase price to the Power Producer on the Purchase Date, and such payment shall be made in accordance with any written instructions delivered to Purchaser by the Power Producer for payments under the Agreement, and (ii) the Parties shall promptly execute all documents necessary to (A) cause title to the System to pass to Purchaser on the Purchase Date, free and clear of all liens and (B) assign all vendor warranties for the System to Purchaser. Upon execution of the documents and payment of the applicable purchase price in each case as described in the preceding sentence, the Agreement shall terminate automatically and the Purchaser shall become the owner of the System. Upon such termination, the


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For RICH PHYTOCARE (P) LTD.

Managing Director


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Power Producer shall offer its operations and maintenance ("O&M") services to the Purchaser and the Parties may enter into an O&M agreement in this regard. The terms and conditions of the O&M agreement will be negotiated in good faith between the Parties.

3.3 Conditions of the Agreement prior to installation

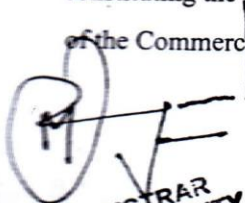
In the event that any of the following events or circumstances occur prior to the Commercial Operation Date, the Power Producer may terminate the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination.

- (a) There has been a material adverse change in the rights of Purchaser to occupy the Premises or the Power Producer to install the System at the Premises.
- (b) The Power Producer has determined that there are easements, CCRs or other liens or encumbrances that would materially impair or prevent the installation, operation, maintenance or removal of the System. If any dispute arises before commercial operation date, the same shall be resolved under clause, 17.7 (c)
- (c) The Purchaser warrants that the roof top or the space provided for the installation of the solar power system is free from any liens or encumbrances. The purchase would not at any point of time encumber the rooftop space without the consent of the Solar Power Producer or his lender.

4 Construction, Installation, Testing and Commissioning of the System

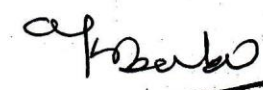
4.1 Installation Work

- a) The Power Producer will cause the Project to be designed, manufactured, supplied, engineered, erected, tested and commissioned, operated & maintained and constructed substantially in accordance with Tender No NREDCAP/OSD/NM/RESCO/2016-18, DATED 01.07.2016 and the sanction letter issued by NREDCAP. The Power Producer shall provide to the Purchaser and NREDCAP a bill of materials listing the major equipment constituting the System. Such bill of materials shall be provided within 30 days of the Commercial Operation Date.


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- b) The Power Producer shall have access as reasonably permitted by the Purchaser to perform the Installation Work at the Premises in a manner that minimizes inconvenience to and interference with the use of the Premises to the extent commercially practical.
- c) It is agreed between the Parties that the Power Producer shall commission the System with a capacity of 500 KWp.
- d) The Power Producer shall provide and lay the dedicated electrical cables for transmission of Solar Power from the System up to the Delivery Point. Transmission or distribution of Solar Power beyond this point will be the responsibility of the Purchaser. The Delivery Point shall be where the Main Metering System is located.
- e) The installation of additional equipment or upgrading of existing facilities as per the statutory requirements or requirements of state utilities shall be the responsibility of Power Producer.
- f) Unless otherwise agreed between the Parties, the Power Producer shall not do
 - (a) chipping of rooftop; or (b) water proofing of roof to be disturbed
 - (c) Carry out any other modification of the Premises without the written consent of the Purchaser. The Power Producer shall maintain general cleanliness of area around the Project during construction and operation period of the Project. In case any damages is caused to the equipment / facilities owned by the Purchaser due to the Power Producer, the same shall be made good rectified by the Power Producer at their cost.
- g) The Power Producer shall, within thirty (30) days of the Effective Date, submit to the Purchaser, shop drawings of the Project for approval ("Shop Drawings"). The drawings will have to be approved by the Power Purchaser within 3 days from the submission of the drawings: If the Purchaser has any objection/recommendation in the Shop Drawings, he shall communicate the same to Power Producer within a period of ten (10). days of 'the date of submission. of the Shop Drawings. Any delay will extend the Effective Date and such approval shall not be unreasonably withheld.

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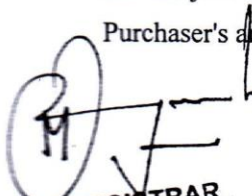
- h) Subject to any punch-list items which shall be agreed by the Purchaser as not being material to completion of the Project, the Power Producer agrees that it shall achieve the completion of the Project/ Commissioning of the Project within 6 months from the Effective Date ("Scheduled Completion Date"). Any delays on account of the Purchaser that may cause hindrance or delay in execution of the Project shall not be included in the set period of 6 months. Purchaser shall ensure that sufficient load is available at the Delivery Point to ensure synchronization and drawl of power from System.
- i) If the Power Producer is unable to commence supply of Solar Power to the Purchaser by the Scheduled Completion Date, other than for the reasons specified in Article 11 and 12.2 (Force Majeure or Purchaser Default), the Power Producer or its contractor shall pay to NREDCAP genuine pre-estimated liquidated damages for the delay in such commencement of supply of Solar Power as per the clause of the NREDCAP Tender appended as Schedule VI to this Agreement.
- j) The Purchaser shall ensure that all arrangements and infrastructure for receiving Solar Power beyond the Delivery Point are ready on or prior to the Commercial Operation Date and is maintained in such state in accordance with applicable laws through the Terms of the Agreement.
- k) Power Producer shall fulfil all obligations undertaken by it under this Agreement.

4.2 Approvals and Permits

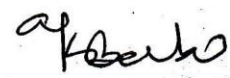
Each of the Parties shall assist the other Party in obtaining all necessary Government Approvals, third party approvals and permits including but not limited to those listed in Schedule V hereto and any waivers, approvals or releases required pursuant to any applicable CCR.

4.3 System Acceptance Testing

- (a) The Power Producer shall give 7days advance notice to conduct the testing of the Project and shall conduct testing of the Project in the presence of Purchaser's and NREDCAP's designated representative.


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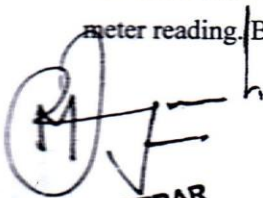
- (b) If the results of such testing indicate that the System is capable of generating electric energy as per the standard parameters for 5 continuous hours using such instruments and meters as have been installed for such purposes, then the Power Producer shall send a Written notice to Purchaser and NREDCAP to that effect, and the date of successful conducting such tests and injection of Power at Delivery Point shall be the "Commercial Operation Dated"

5 System Operations

- 5.1 The Power Producer as Owner and Operator: The System will be legally and beneficially owned by the Power Producer and will be operated and maintained and, as necessary, required by the Power Producer at its sole cost and expense. Replacement of spare parts if any shall be responsibility of Power Producer for the complete period of Agreement. If any repair or maintenance costs incurred by the Power Producer as a result of Purchaser's breach of its obligations, shall be reimbursed in full by Purchaser. Power Producer shall not be responsible for any work done by others on any part of the System/Project authorized by the Purchaser and not authorized in advance by the Power Producer in writing. Power Producer shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper operation or maintenance of the System by Purchaser or anyone instructed to do such work by Purchaser. In the event of a problem with the System, as a result of the Purchaser actions for which Power Producer is not responsible as provided in this Agreement, Purchaser will pay Power Producer for diagnosing and correcting the problem at Power Producer.

5.2 Metering

- (a) The Power producer shall install the Main Metering System with due certification for the measurement of electrical energy produced by the System.
- (b) The meter will be read by Power Producer's personnel on the Metering date. The authorized representative of the Purchaser shall be present at the time of meter reading. Both the Parties shall sign a joint meter reading report.


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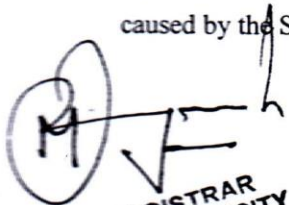
Managing Director

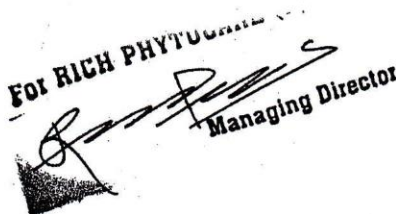

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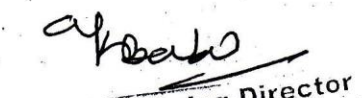
- (c) However, in case the Joint meter reading report is not signed in the first three business days of any month due to non-availability of the Purchaser's authorized representative, the report signed by the Power Producer shall be considered as Joint Meter Reading Report. The Parties agree that such Joint meter reading Report shall be final and binding on the Parties.
- (d) The Main Metering System at the Delivery Point and any additional meters required by Applicable Law shall be tested, maintained and owned by the Power Producer. In case of malfunctioning of main metering system at delivery point, deemed generation shall be paid upto 7 days only, and after that no payment shall be made till meter is replaced by new one or repaired.
- (e) The Power Producer shall connect the Solar output to the existing system as per the requirements of Discom
- (f) The Purchaser may, at its own discretion, install a check meter, at its cost, to verify the measurements of the Main Metering System.
- (g) The title to the Solar Power supplied by the Power Producer shall pass to the Purchaser at the Delivery Point.

5.3 System Disruptions

- (a) Availability of premises: Purchaser will provide full access of the site to Power Producer for installation, operation and maintenance of solar power plant during the period of Agreement. Power Purchaser will also provide unrestricted access of the Premises to Power Producer for operation and maintenance of solar power plant.
- (b) Purchaser will not provide/construct any structure within its Premises or around its premises which shades the solar panels effecting the generation of the energy during the Agreement period.
- (c) Roof Repair and other System Disruptions: In the event that (a) the Purchaser repairs the Premises' roof for any reason not directly related to damage, if any, caused by the System, and such repair required the partial or complete


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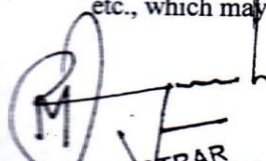

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temporary disassembly or movement of the System, or (b) any act or omission of Purchaser or Purchaser's employees, Affiliates, agents or subcontractors (collectively, a "Purchaser Act") result in a disruption or outage in System production, and such events attributable to Purchaser (except Force majeure, then, in either case) Purchaser shall (i) pay the Power Producer for all work required by the Power Producer to disassemble or move the System and re-assemble the system after completion for the repair work and (ii) continue to make all payments for the Solar Power during such period of System disruption (the "Disruption Period"). For the purpose of calculating Solar Power Payments and lost revenue for such Disruption Period, Solar Power shall be deemed to have been produced at the average rate. For the first year, the generation of a particular month (in which the deemed generation needs to be calculated) will be used for calculating the average, 2nd year onwards, the generation data of the previous year, corresponding month will be referred. ("Deemed Generation"), Power producer shall inform about the 'disruption or outage in System production, for reasons attributable to purchaser in writing within 3 days of occurrence with the date and time of such occurrences and Purchaser's liability shall start from the time of occurrence for above of disruption or outage in system production, on account of Purchaser.

6 Delivery of Solar Power

6.1 Purchaser Requirement: Purchaser agrees to purchase one hundred percent (100%) of the Solar Power generated by the System and made available by the Power Producer to Purchaser at the Delivery Point during each relevant month of the Term. In the event that the Purchaser is unable to off take 100% of the electricity generated, when it is generated, then Deemed Generation will apply only in case following conditions:

- a) Grid Failure from DISCOM.
- b) Power Outage - No reference voltage available for synchronization.
- c) In the event Power Producer is generating power more than the available load, and the Purchaser is not able to export or record the excess units generated.
- d) Faults in the equipments of the Purchaser eg., Net meter Cables, Equipments etc., which may stop the feeding / record of the Solar Power generated.


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6.2 Estimated Annual Production

The annual estimate of Solar Power with respect to the System for any given year as determined pursuant to this Section shall be the "Estimated Annual Production". The Estimated Annual Production for each year of the Initial Term is set forth in Schedule IV hereof.

6.3 Suspension of Delivery

Power Producer shall be entitled to suspend delivery of electricity from the System to the Delivery Point for the purpose of maintaining and repairing the System upon giving one week's advance written notice to the Purchaser except in the case of emergency repairs. Such suspension of Service shall not constitute a breach of this Agreement provided that the Power Producer shall use commercially reasonable efforts to minimize any interruption in service to the Purchaser.

7 Tariff and Payments

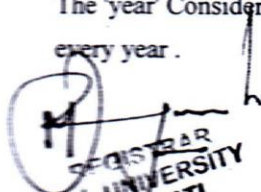
7.1 Consideration

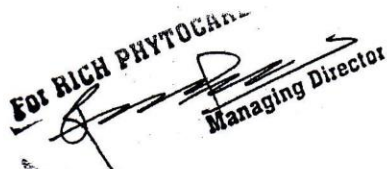
Purchaser shall pay to the Power Producer a monthly payment (the "Solar Power Payment") for the Solar Power generated by the System as per the Metering clause 5.2 (b) above during each calendar month of the Term equal to the actual Monthly Production as recorded in Joint Meter Reading Report for the System for the relevant month multiplied by the Tariff irrespective of (i) whether any or all units of Solar Power has been drawn, consumed or utilized by Purchaser and / or (ii) whether any Solar Power has been injected, whether inadvertently or otherwise, into the grid of the Distribution Utility.

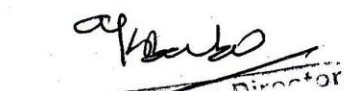
The Power Producer will bill the Purchaser for each KWh metered as above at the Delivery Point, at the Tariff prevailing at that point of time.

As detailed in Schedule - II, the Tariff will be equal to Rs. 6.40/unit the levelized tariff as per Tender conditions.

The 'year' Considered shall be the financial year which April 1st to 31st March of every year.


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- 7.2 The Power Producer shall share the part of revenue received by them, on sale of solar power to the Purchaser, equivalent to 20 paise per unit to NREDCAP towards supervision and coordination charges. The charges are exclusive of Service Tax and any other taxes, levies, duties, etc. levied by the Government from time to time, which shall be paid extra as per applicable norms.
- 7.3 NREDCAP service charges are charged towards site visits, inspection; liaison, monitoring etc. Taxes and duties shall be paid extra. The NREDCAP service charges are non-refundable and for each project the service charges have to be paid on monthly basis based on the metered power units. Schedule II provides a detailed tariff schedule.
- 7.4 Invoice
- The Power Producer shall invoice Purchaser on the first day of each month (each, an "Invoice Date") commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Solar Power Payment in respect of the immediately preceding month. The last invoice shall include production only through the Expiration Date of this Agreement.
- 7.5 The invoice to the purchaser shall include.
- The Solar Power calculations for the relevant billing period.
 - Supporting data, documents and calculations in accordance with this Agreement.
- 7.6 Time of payment Purchaser shall pay all amounts due hereunder within 21 days after the date of the receipt of the invoice via email or post ("Due Date").
- 7.7 Method of payment Purchaser shall make all payments under the Agreement by electronic funds transfer only in immediately available funds to the account designated by the Power Producer from time to time. The current account details are mentioned in Annexure 1. All payments made hereunder shall be non-refundable, subject to the applicable tax deduction at source, and be made free and clear of any other tax, levy, assessment; duties or other charges and not subject to reduction, set-off, or adjustment of any kind. Further, if any taxes and duties are leviable currently or in future, such taxes and duties shall be paid by the Purchaser over and above the solar electricity tariff mentioned in this agreement. Such taxes and duties could include, but

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7.8 not restricted to Electricity Duty, Tax on Sale of Electricity (TOSE). If the Purchaser deducts any tax at source, the Purchaser will issue a tax credit certificates as per law.

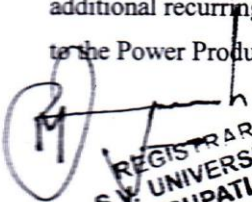
7.9 Late Payment Surcharge/ Early Payment Discount

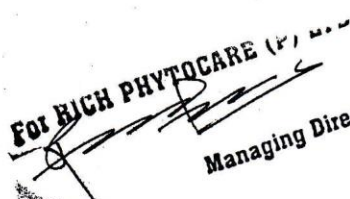
In case payment of any invoice is delayed by the Purchaser beyond its Due Date, a later payment surcharge shall be payable by Purchaser to the Power Producer at the rate of 15% per annum ("Late Payment Surcharge") calculated on the amount of outstanding payment, calculated on a day to day basis for each day of the delay, compounded on monthly rests. Late Payment Surcharge shall be claimed by the Power Producer, through its subsequent invoice. If the Purchaser pays within 10 working days (as against credit of 21 days available to him), then an early payment discount of 0.25% of the invoice value can be deducted by the Purchaser while making such early payment.

7.9 Disputed Payments: In the event that the Purchaser disputes an invoice, it shall give notice of such a dispute within 15 days of receiving the invoice setting out details of the disputed amount. The Purchaser shall pay by the Due Date 100% of any undisputed amount and in case the invoice is disputed, the Purchaser shall pay an amount based on average consumption of last three consecutive 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.

7.10 Change in Law:

7.11 For the Purpose of this section 7.10, the term "Change in Law" shall mean the occurrence of any of the following events after the Effective date, resulting into any additional recurring / non-recurring expenditure by the Power Producer or any income to the Power Producer.


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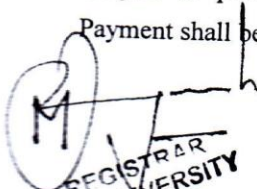
- i) The enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law; or
- (ii) A change in the interpretation of any Law by any Governmental Authority having the legal power to interpret or apply such Law, or any competent court; or
- (iii) The imposition of a requirement, for obtaining any Government Approvals which was not required earlier; or
- (iv) a change in the terms and conditions prescribed for obtaining any Government Approvals or the inclusion of any new terms or conditions for Obtaining such Government Approvals; or
- (v) any introduction of any tax made applicable for supply of power by the Power Producer as per the terms of this Agreement. Any benefit due to change in tax on the sale of solar energy shall be passed on to Purchaser.
- (vi) Any benefit arising due to change in above para (i) to (vi) shall be passed on to the Purchaser.

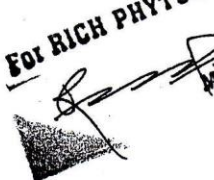
But not include any change in any withholding tax on income or dividends distributed to the shareholders of the Power Producer.

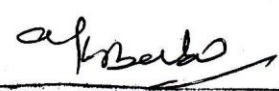
- (b) Application and Principles for computing impact of Change in Law:

While determining the consequence of Change in Law under this Article 7.10, the Parties shall have due regard to the Principle that the purpose of compensating the Party affected by such Change in Law, is to restore through monthly bill payment, to the extent contemplated in this Article 7.10, the affected Party to the same economic position as if such Change in Law has not occurred and such impact shall be mutually decided in writing.

- (c) Solar Power Payment Adjustment Payment on account of Change in Law
Subject to provisions mentioned above, the adjustment in Solar Power Payment shall be effective from:


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- (i) The date of adoption, promulgation, amendment, re-enactment or repeal of the Law or Change in Law; or
- (ii) The date of order/ judgment of the competent court; of tribunal or Governmental Authority, if the Change in law is on account of a change in interpretation of Law.

8 General Covenants

8.1 Power Producer's Covenants

The Power Producer covenants and agrees to the following:

- (a) Notice of Damage or Emergency: The Power Producer shall (a) promptly notify Purchaser if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (b) immediately notify Purchaser once it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises.
- (b) System Condition: The Power Producer shall take all actions reasonably necessary to ensure that the System is capable of providing Solar Power at a commercially reasonable continuous rate: Subject to there being no Purchaser Default, the Power Producer shall provide 24 x 7 offsite / offsite monitoring and maintenance of the System throughout the period of this agreement at no additional cost.
- (c) The System shall meet minimum guaranteed generation with Performance Ratio (PR) at the time of commissioning and related Capacity Utilization Factor (CUF) as per the daily normalized irradiance levels of the location during the O&M period. PR shall be minimum of 75% at the time of inspection for initial Project acceptance.
- (d) Governmental Approvals : While providing the Installation work, solar Power and System Operations, the Power Producer shall obtain and maintain and secure all Governmental Approval required to be obtained and maintained and secured by the Power Producer and to enable the Power Producer to perform such obligations

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- (e) The interconnection of the rooftop solar system with the network of the distribution licensee shall be made as per the technical standards for connectivity of distributed generated resources regulation's as may be notified by the competent authority. The interconnection of the rooftop solar system shall be as per the contracted load and / or respective voltage level applicable to the Purchaser as per the provisions of the guidelines issued by the competent authority.
- (f) Trimming/cutting and uprooting of tree any, if required have to be executed by the power producer without any concurrence and prior approval from the purchaser according to the convenience for the purpose of required and guaranteed power production.
- (g) Health and Safety: The Power Producer shall take all necessary and reasonable safety precautions with respect to providing the installation Work, Solar Power, and System Operations that shall comply with all Applicable Law pertaining-to the health and safety of persons and real and personal property.

8.2 Power Producer's Representatives

During the subsistence of this Agreement, the Power Producer undertakes to respond to all questions, concerns and complaints of the Purchaser regarding the System in a prompt and efficient manner. The Power Producer designates the following individual as its representative pertaining to performance of this Agreement till the Commercial Operation Date:

Name: D. Ramesh Chandran , Managing Director,
M/s. Rich Phytocare Pvt. Ltd, Chennai

Telephone: 04546 – 285887

Email: 1richphytocare@gmail.com / richphytocare@yahoo.com

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The Power Producer designates the following individuals as its representative and primary point of contact pertaining to performance of this Agreement following the Commercial Operation Date till termination:

Name: S. NARAYANAN, DIRECTOR,

Telephone: 04546 – 285887

Email: Irichphytocare@gmail.com

8.3 Purchaser's Covenants

Purchaser covenants and agrees to the following:

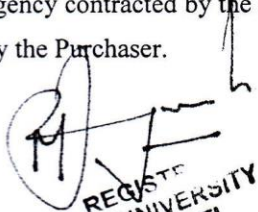
- (a) Notice of Damage or Emergency: Purchaser shall (a) promptly notify the Power Producer if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System; (b) immediately notify the Power Producer once it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises.
- (b) Liens: Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the System or any interest therein. If Purchaser breaches its obligations under this Clause, it shall immediately notify the Power Producer in writing, and shall promptly cause such Lien to be discharged and released of record without any cost to the Power Producer, and shall indemnify the Power Producer against all costs and expenses (including reasonable attorneys fees and court costs) incurred in discharging and releasing such Lien.
- (c) Consents and Approvals: Purchaser shall ensure that any authorizations required of Purchaser under this Agreement, including those required for installation of System at the Premises and to drawl and consume of Solar Power are provided in a timely manner. The Purchaser shall cooperate with the Power Producer to obtain such approvals, permits, rebates or other financial incentives.

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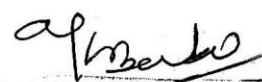
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- (d) Access to Premises Grant of License: Purchaser hereby grants to the Power Producer a license co-terminus with the Term, containing all the rights necessary for the Power Producer to use portions of the Premises for the installation, operation and maintenance of the System pursuant to the terms of this Agreement, including ingress and egress rights to the Premises for the Power Producer and its employees and authorized representatives and access to electrical panels and conduits to interconnect or disconnect the System with the Premises electrical wiring with the consent and approval of the Purchaser's authorized representative identified by the Purchaser. Photo ids. will be provided by the Power Producer. Power Purchaser will assist in availing permissions to the site.
- (e) Security: The building which has enhanced security of Solar Power System Purchaser will keep the premises locked. In spite of these measures, if any damages to the System takes place due to theft or vandalism then the same shall be claimed or reimbursed through insurances by Power producer. In case of theft and vandalism acts, the Purchaser will assist the Power Producer in procedures of filing FIRs, insurance claims and any other related activities. Whenever, the damages to the System occurs (except due to negligence of Power Producer) then the same shall be jointly assessed by both the Parties and a severity level will be decided, which will further decide the duration offered to the Power Producer to correct the damage, and the Power Producer shall be paid the amount on the basis of 'Deemed generation' for such a period. Power Producer shall be entitled to any insurance proceeds received for damages in this clause.
- (f) Purchaser will not conduct activities on, in or about the Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System. If System is damaged due to any such activity or through any other agency contracted by the Purchaser directly or indirectly, such a damage will be borne by the Purchaser.


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- (g) Regardless of whether Purchaser is owner of the Premises or leases the Premises from a landlord, Purchaser hereby covenants that (a) the Power Producer shall have access to the Premises and System during the Term of this Agreement, and (b) neither Purchaser nor Purchaser's landlord will interfere or handle any of the Power Producer's equipment or the System without written authorization from the Power Producer.
- (h) Temporary storage space during installation: Purchaser shall provide sufficient space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary Construction, trailers and facilities reasonably necessary during the Installation Work, System Operations and access for rigging and material handling. During the period of installation and 25 years maintenance, for the purpose of operation and maintenance and storing the standby instruments / panels / watch and wards, a building space/ empty space for construction by the producer is to be provided by the purchaser at free of cost.
- (i) Sunlight Easements: Purchaser will take all reasonable actions as necessary to prevent other building, structures or flora from overshadowing or otherwise blocking access of 'sunlight to the System, including but not limited to such actions as may be reasonably necessary to obtain a solar access easement for such purpose. If any trimmed/uprooted trees carried out by power producer for the purpose of generation of agreed power, have to be disposed off to suitable location by the power purchaser.
- (j) Evacuation- Purchaser shall off take 100% of the Solar Power generated from the Delivery Point, and pay all invoices raised by the Power Producer under this Agreement by the 'Due Date' and pay interest on delayed payments, if any, as per this Agreement.
- (k) Water - Power Purchaser at zero cost shall arrange Raw Water at a given point as per the requirements of the Power Producer, for periodic cleaning of the solar panels.
- (l) Auxiliary Power — The Purchaser shall provide sufficient auxiliary power to the Power Producer for the maintenance and operation of its system.

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- (m) Relocation - If one or more of the Solar Power Plant panels needs to be temporarily moved or its generation suspended, for any other reason requested by the Power Purchaser, the Power Purchaser will be responsible for pre-agreed costs on actuals only, arising from moving, disassembling and re-installing/ commissioning the Solar Power Plant, as agreed between the Parties. The Power Producer will be responsible for providing detailed documentary proof of the actual pre-agreed costs borne for such relocation/disassembling. Within 30 days of these satisfactory documents being provided by the Power Producer, the Purchaser shall reimburse these pre-agreed expenses in full, and delayed payment beyond the date mentioned above will attract Late Payment charges as described in Clause 7.8. During any interruption in generation during such a relocation, the Purchaser will continue to be billed as per Deemed Generation, during the period of interruption, for the affected Solar Power Plant(s).

9 Representations & Warranties

9.1 Representations and Warranties Relating to Agreement Validity

In addition to any other representations and warranties contained in the Agreement, each Party represents and warrants to the other that:

- (a) It is duly organized and validly existing and in good standing in the jurisdiction of its incorporation;
- (b) It has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement.
- (c) It has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;
- (d) The Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms;

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- (e) There is not litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and
- (f) Its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

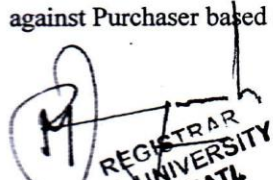
10 Taxes and Governmental Fees

10.1 Purchaser obligations

Purchaser shall pay for any taxes, fees or charges imposed or authorized by any Governmental Authority in future (as on date no such taxes/fees/charges are being levied) on sale of the Solar Power to Purchaser pursuant to clause 7. The Power Producer shall notify Purchaser in writing with a detailed statement of such amounts, which shall be invoiced by the Power Producer in the monthly bills and payable by Purchaser. Purchaser shall timely report, make filings for, and pay any and all sales, use, income or other taxes, and any other amounts assessed against it due to its purchase of the Solar Power. This Section 10.1 excludes taxes specified in Section 10.2.

10.2 Power Producer Obligations

The Power Producer shall be responsible for all income taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System. The Power Producer shall not be obligated for any taxes payable by or assessed against Purchaser based on or related to Purchaser's overall income or revenues.


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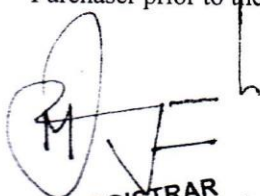

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11 Force Majeure

11.1 Definition

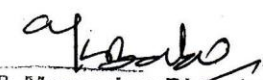
"Force Majeure Event" means any act or event that prevents the affected Party from performing its obligation in accordance with the Agreement, if such act or event is beyond the reasonable control of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, "Force Majeure Event" shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lighting or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion. A Force Majeure Event shall not be based on the economic hardship of either Party. In case of any damage because of force majeure event, the System shall be repaired / commissioned at its own cost by the Power Producer.

- 11.2 **Excused Performance:** Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 11 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) provided, however, that Purchaser shall not be excused from making any payments and paying any unpaid amounts due in respect of Solar Power delivered to Purchaser prior to the Force Majeure Event performance interruption.


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- 11.3 Termination as a Consequence of Force Majeure Event: If a Force Majeure Event shall have occurred that has affected the Power Producer's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then Purchaser shall be entitled to terminate the Agreement and if such Force Majeure Event continues for further ninety (90) days period, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination).

12 Default

12.1 Power Producer Defaults and Power Purchaser Remedies

- (a) Power Producer Defaults: The following events shall be defaults with respect to the Power Producer (each, a "Power Producer Default").
 - (i) An Insolvency Event shall have occurred with respect to the Power Producer;
 - (ii) Failure, to achieve Commissioning of the System within 6 months of the Effective Date; and
 - (iii) The Power Producer breaches any material term of the Agreement and
 - (A) if such breach can be cured within sixty (60) days after Purchaser's written notice of such breach and the Power Producer fails to cure the same; or (B) the Power Producer fails to commence and pursue a cure within such sixty (60) days period if a longer cure period is needed.
- (b) Purchaser's Remedies:
 - (i) If a Power Producer Default described in Section 12.1 (a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 13, Purchaser shall have a right to deliver a notice of its intention to terminate this Agreement ("Purchaser Preliminary Default Notice"), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

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- (ii) 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 Article; the Purchaser shall be at liberty avail the services of any other firm / successful bidder.
- (iii) Following the issue of Purchaser 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 sixty (60) days of the issue of Purchaser Preliminary Default Notice or any other such period mutually agreed upon by the Parties, the Purchaser shall have the right to terminate this Agreement by issuing a Purchaser Termination Notice.
- (iv) Upon the delivery of the Purchaser Termination Notice, this Agreement shall stand terminated. The Power Producer shall have the liability to make payment within sixty (60) days from the date of Purchaser Termination Notice towards compensation to Purchaser equivalent to the difference between the Tariff and the grid rate notified by the relevant Government Authority for that point in time multiplied by the estimated Solar Power generated for a period of two 3; two (z) years following the termination, considered on normative capacity utilization factor.
- (v) if the Power Producer fails to remove the System from the Premises within one month from the date of termination, the Purchaser shall be entitled to dispose of the System in any manner it deems fit.
- (vi) The Power Purchaser may exercise any other remedy it may have at law or equity or under the Agreement.

12.2 Power Purchaser Defaults and Power Producer's Remedies

- (a) **Purchaser Default** : The following events shall be defaults with respect to Purchaser (each, a "Purchaser Default")

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- (i) An Insolvency Event shall have occurred with respect to Purchaser, Purchaser breaches any material term of the Agreement if (A) such breach can be cured within sixty (60) days after the Power Producer's notice of such breach and Purchaser fails to so Cure, or (B) Purchaser fails to commence and pursue said cure within such sixty (60) day period if a longer cure period is needed; and
- (iii) Purchaser fails to pay the Power Producer any undisputed amount or, if the amount is disputed, an amount based on average consumption of last three consecutive undisputed invoices to the Power Producer under Section 7.9 of this Agreement within sixty (60) days from the receipt of notice from the Power Producer of such past due amount
- (b) Power Producer's Remedies: If a Purchaser Default described in Sections 12.2 (a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 13, the Power Producer shall be entitled to terminate this Agreement by serving a fifteen (15) days notice and upon such termination, (A) the Power Producer shall be entitled to receive from Purchaser the Purchase Price. The Purchase Price payable shall be the Purchase Price Specified in Schedule III that falls on such date. Upon the payment of the Purchase Price, the Power Producer shall cause the title of the System to transfer to the Purchaser and (b) the Power Producer may exercise any other remedy it may have at law or equity or under the Agreement.

13 Limitations of Liability

- 13.1 Except as expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the Agreement.

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- 13.2 Subject to the provisions of the Agreement, the Power Producer shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the Power Producer, or contractors engaged by the Power producer in connection with Power Producer and shall not be deemed to be employees, representatives, contractors of the Purchaser Nothing contained in the Agreement or in any agreement or contract executed by the Power Producer shall be construed to create any contractual relationship between any such employees, representatives or contractors and the Purchaser.
- 13.3 Notwithstanding any liability, or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the Purchaser can claim compensation under any insurance policy, shall not be charged to or payable by the Purchaser

14 Assignment & Novation

- 14.1 Assignment: Notwithstanding anything contained herein, 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 party ("Assignment"), with the consent of the Power Purchaser. The Power Purchaser shall not unreasonably withhold such consent. In the event of such assignment, the Purchaser will be able to hold the Power Producer as well as the party to whom the benefits under this contract are assigned, to be jointly and severally responsible for performing the obligations under this contract. Further, in the event of assignment, the Purchaser 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.

If the Power Producer were to sell the Solar Power Plant, 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. Purchaser may assign its rights under this Agreement, without the prior consent of Power Producer, to an Affiliate or any successor in interest to Purchaser, whether by way of merger,

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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 Purchaser and its successors or assigns. However, any such actions as intended by the Power Producer under Article 14.1 and Article 14.2 shall be binding on Power Purchaser, if there are zero material inconsistencies present in the contract provisions during the time of assignment/novation, else, it shall be construed as default in contract and appropriate actions shall be taken as deemed fit.

- 14.2 Novation: The Parties agree and acknowledge that the Power Producer may intend to novate the Agreement to a party, and has the right to transfer any or all of its rights and obligations under this Agreement to a party or any other third party ("New Party"), with the consent of the Power Purchaser. The Power Purchaser shall not unreasonably withhold such consent. Upon Novation, 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 Purchaser hereby agrees and undertakes that, promptly upon receiving a request from the Power Producer, the Purchaser 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. If the parties agree to do Novation then separate Novation agreement shall be executed.

14.3 Notices

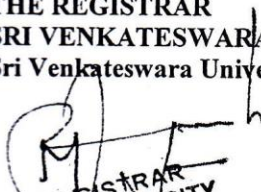
Unless otherwise provided in the Agreement, all notices and communications concerning the Agreement shall be in writing and addressed to the Parties at the addresses set forth below:

Power Producer's address and contact details:

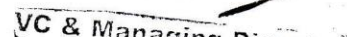
M/s. Rich Phytocare Pvt. Ltd
Flat 2B, Mahalakshmi Enclave,
No.26 Tank Bund Road, Nungambakkam,
Chennai 600034, Tamilnadu

Purchasers address and contact details:

THE REGISTRAR
SRI VENKATESWARA UNIVERSITY (VIROLOGY DEPARTMENT)
Sri Venkateswara University, Tirupati, Andhra Pradesh 517502


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14.4 Notice

Unless otherwise provided herein, any notice provided for in the Agreement shall be hand delivered, sent by registered post, or by courier delivery, or transmitted by facsimile and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered or sent by courier delivery, upon posting if sent by registered post and upon confirmation of sending when sent by facsimile on the next Business Day.

15. Confidentiality

15.1 Confidentiality obligation

- (a) If the Power Producer provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copy righted or trademarked information, and / or technical information regarding the , design, operation and maintenance of the System ("Confidential Information") to Purchaser or, if in the course of performing under the Agreement or negotiating the Agreement Purchaser learns Confidential Information regarding the facilities or plans of the Power Producer, Purchaser shall (a) protect the Confidential information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. Notwithstanding the above, Purchaser may provide such Confidential Information to its officers, directors, manager, employees and Affiliates (collectively "Representatives"), in each case whose access is reasonably necessary for purposes of the Agreement. Each such recipient of Confidential information shall be informed by Purchaser of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. Purchaser shall be liable for any breach of this provision by any entity to whom it improperly discloses Confidential Information. All Confidential Information shall remain the property of the Power Producer and shall be returned to it after Purchaser's need for it has expired or upon the request of the Power Producer.

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If the Purchaser provides confidential information, **including business plans, strategies, financial information, proprietary, patented, licensed, copy righted or trademarked information**, ("Confidential Information") to the Power Producer or, if in the course of performing under the Agreement or negotiating the Agreement the Power Producer learns Confidential Information regarding the facilities Or plans of the Purchaser, the Power Producer shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. Notwithstanding the above, the Power Producer may provide such Confidential Information to its officers, directors, managers, employees and Affiliates (collectively, "Representatives"), in each case whose access is reasonably necessary for purposes of the Agreement. Each such recipient of Confidential. Information shall be informed by the Power Producer of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. The Power Producer shall be liable for any breach, of this provision by any entity to whom it improperly discloses Confidential Information. All Confidential Information shall remain the property of the Purchaser and shall be returned to it after the Power Produce's need for it has expired or upon the request of the Purchaser.

15.2 Permitted Disclosures

Notwithstanding any other provision contained herein, neither Party shall be required to hold confidential any information that

- (a) becomes publicity available other than through the receiving Party.
- (b) is required to be disclosed under Applicable Law or pursuant to a validity issued notice or required filling, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement
- (c) is independently developed by the receiving Party ; or


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- (d) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality..

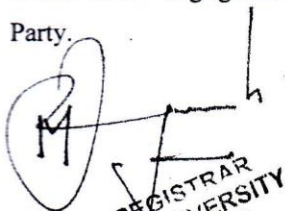
16 Indemnity

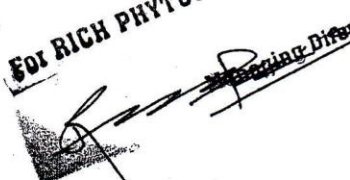
16.1 Power Producer's Indemnity

Subject to Section 13, the Power Producer agrees that it shall indemnify and hold harmless Purchaser and its members, officers, employees, students, casual laborers, persons permitted' to run any business or service, such as canteens, stores, photocopy units, banks, post office, courier service, hospital and to any lawful visitors (collectively, the "Purchaser Indemnified Parties") from and against any and all Losses incurred by the Purchaser Indemnified Parties to the extent arising from or out of the following any claim for or arising out of any injury to Or death of any Person or Loss or damage to Property of any Person to the extent arising out of the Power Producer's negligence or willful misconduct. The Power Producer shall not, however, be required to reimburse or indemnify any Purchaser Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Purchaser indemnified Party.

16.2 Purchaser's Indemnity

Subject to Section 13, Purchaser agrees that it shall indemnify, defend and hold harmless the Power Producer, its permitted successors and assigns and their respective directors, officers, employees, contractors, sub-contractors, and agents (collectively, the "Power Producer indemnified Parties") from and against any and all Losses incurred by the Power Producer Indemnified Parties to the extent arising from or out of any claim for or arising out of any injury to or death or any Person or loss or cl6mage to property of any Person to the extent arising out of Purchaser's negligence or willful misconduct. Purchaser shall not, however, be required to reimburse or indemnify any rowel Producer Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Power Producer Indemnified Party.


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17. Miscellaneous

17.1 Amendments

This Agreement may only be amended, modified or, supplemented by an instrument in writing executed by duly authorized representatives of the Power Producer and Purchaser.

17.2 Goodwill and Publicity

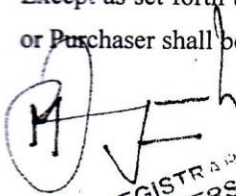
Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases and other public statements by the other Party that refer to, or that describe any aspect of, this Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by applicable law) shall be made by either Party without the prior written consent of the other Party. Without limiting the generality of the foregoing and whether or not the consent of the other Party is required or obtained, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement.

17.3 Industry Standards

Except as otherwise set forth herein, for the purpose of the Agreement, the normal standards of performance within the solar photovoltaic power generation Industry in the relevant market shall be the, measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

17.4 Cumulative Remedies

Except as set forth to the contrary herein, any right or remedy of the Power Producer or Purchaser shall be cumulative and without prejudice to any other right or remedy.


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17.5 No Waiver

The failure of the Power Producer or Purchaser to enforce any of the provisions of the Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision in any other instance or of any other provision in any instance.

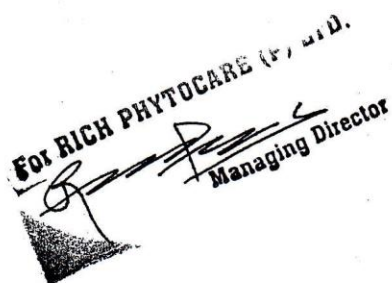
17.6 Survival

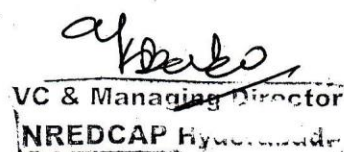
The obligations under Section 8:1 (d) (Power Producer Covenant), Sections 8.3(d), (e), (f) and (g) (Purchaser Covenants), Section 10 (Taxes and Governmental Fees), Section 13 (Limitation of Liability) Section 12.2 (Notices), Section 15 (Confidentiality), or pursuant to other provisions of this Agreement that, by their nature and context, are intended to survive. termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

17.7 Governing Law & Jurisdiction

- (a) This Agreement shall be governed by and construed in accordance with the laws of India. The Parties agree that the courts in Delhi shall have jurisdiction over any action or proceeding arising under the Agreement.
- (b) In the event of any Dispute, difference of opinion or dispute or claim arising out of or relating to this Agreement or breach, termination or the invalidity thereof, shall firstly be attempted to be resolved by conciliation. The procedure as mentioned in PWD Works Manual prevalent at the time of such dispute is to be followed to carry out the said conciliation.
- (c) Arbitration Procedure:
 - (i) In case of any dispute arising out of this Agreement or otherwise, between the parties hereto, PWD manual dispute resolution methodology will be used. A period of not more than 15 days will be allotted at each stage of resolution. Upon failure to resolve the said dispute through conciliation the dispute shall


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- (j) be referred to arbitration and the V.C & Managing Director, NREDCAP, may appoint an arbitrator. The arbitrator(s) shall be appointed within a period of 30 days from the date of receipt of written notice / demand of appointment of arbitrator from either Party. The cost of the arbitration will be shared equally by Power Producer and the Purchaser.
- (ii) The venue of such arbitration shall be Head Office of NREDCAP. The arbitral award shall be binding on both Parties. The arbitration proceedings shall be governed by the Indian Arbitration and Conciliation Act, 1996, as amended from time to time including provisions in force at the time the reference is made.
- (d) During the dispute resolution period, both the Parties shall continue to perform their respective obligations as per provisions of the Agreement.
- (e) This Section 17 is severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason.

17.8 Severability

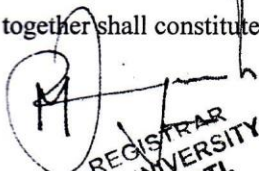
If any term, covenant or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

17.9 Successors and Assigns

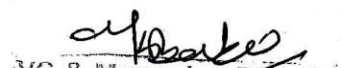
This Agreement and the rights and obligations under the Agreement shall be binding upon and shall inure to the benefit of the Power Producer and Purchaser and their respective successors and permitted assigns.

17.10 Counterparts

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.


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17.11 Independent Service Provider

This Agreement is on a principal to principal basis between the parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer employee relationship or principal-agent relationship in any manner whatsoever between the Parties.

17.12 Non-Exclusive Agreement

This Agreement is on a non-exclusive basis. The Purchaser is free to engage any other service provider's or may entrust services similar to those provided by the Power Producer under this Agreement to any other person/s, provided the Power Producer's rights under this Agreement are not affected in any manner.

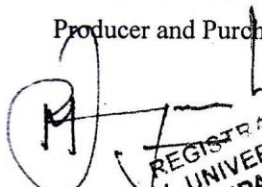
17.13 Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto with respect of the subject matter of this Agreement and supersedes all prior agreements and undertakings; written or oral, with respect to the subject matter hereof except as otherwise expressly provided herein. The Schedules annexed to this Agreement also form a part of this Agreement.

17.14 Insurance

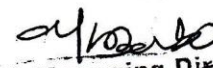
The Power Producer shall maintain at its own costs, throughout the tenure of this Agreement and any extensions thereof all mandatory insurance coverage for adequate amount including but not restricted to comprehensive general liability insurance including theft and vandalism, covering the System and accidental losses, bodily harm, injury, death of all individuals employed/ assigned by the Power Producer to perform the services required under this Agreement.

17.15 Annual accounts reconciliation shall be conducted annually between the Power Producer and Purchaser.


REGISTRAR
S.V. UNIVERSITY
TIRUPATI.

FOR RICH PHYTOCARE (P) LTD.

Managing Director


VC & Managing Director
NREDCAP Hyderabad.

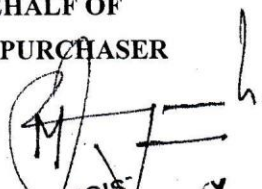
IN WITNESS WHEREOF the Parties have caused the Agreement to be duly executed through their duly authorized representatives as of the date set forth above.

**FOR & ON BEHALF OF
THE POWER PURCHASER**

Signature :

Name :

Designation :

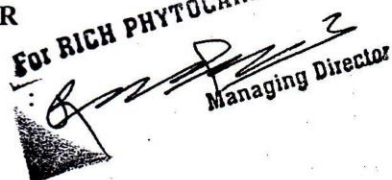

REGIST.
S.V. UNIV. - CITY
TIRUPATI

**FOR & ON BEHALF OF POWER
PRODUCER**

Signature :

Name :

Designation :


For RICH PHYTOCARE (P) LTD.
Managing Director

: D. Ramesh Chandran

: Managing Director

FOR & ON BEHALF OF NREDCAP, HYDERABAD

Signature :

Name :

Designation :


VC & Managing Director
NREDCAP Hyderabad.

WITNESSES - 1

Signature :

Name :

Designation :



C.B. Jagadeeswara
Reddy
DM, NREDCAP
Chittoor

EXECUTIVE ENGINEER (RE & EC)
NREDCAP
#10-161, GANDHI ROAD,
CHITTOOR - 517 001

WITNESS - 2

Signature :

Name :

Designation :



S. NARAYANAN
Director
M/s Rich Phytocare

a

SCHEDULE I
DESCRIPTION OF THE PREMISES

Premises Overview	
Segment	: Office Building/ Open space within the premises
Type of Roof	: Flat Concrete or <u>Pillar or Steel Iron section</u>
Hours of Operation	: 12 Hours, <u>7</u> Days a week
Security	: Gated Complex with dedicated round the clock security arrangement

Capacity and Area Requirement

Capacity	<u>500</u> kWp
Module Area	<u>65,000 Sq.Ft (PV Svst) (Clear shadow less effective area)</u>
Details of Building	Virology Departments
Details of Roofs	In & around meter yard of the transformer according to the generation of required power feasibility of 500 Kwp
Details of Power Distribution System	-----

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For RICH PHYTOCARE (P) LTD.
Managing Director

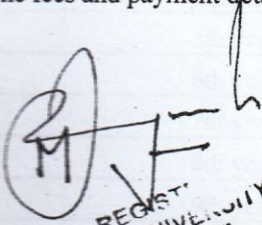
VC & Managing Director
NREDCAP Hyderabad.

SCHEDULE IITARIFF AND FEES

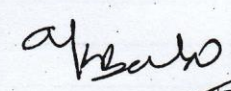
Following is the details of the tariff agreed between the parties.

Purchase shall pay power producer for solar power at the rate equal to INR 6.40 /unit
(Six rupees and forty paise only) which is the levelized tariff for a period of 25 years as
per NREDCAP Tender No: NREDCAP/OSD/NM/RESCO/2016-18, DATED 01.07.2016

The fees and payment details are provided in detail under clause 7 of this agreement.


REGISTRAR
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FOR RICH PHYTOCARE (P) LTD.
Managing Director


VC & Managing Director
NREDCAP Hyderabad.

45
SCHEDULE III

YEARWISE SALVAGE VALUE OF THE SOLAR POWER SYSTEM

The following is the purchase value of the system over a period of 25 years. This may be applicable under the following conditions.

1. The Power Purchaser terminates the PPA before the 25 years PPA Tenure
2. The Power Purchaser wishes to own the Project before the Tenure of the PPA.
3. The Solar Project is relocated or shifted owing to demolition of the Building, damage to the building, change of city plans or any other mason.

Purchase Price for 500 Kwp system @ Rs. 75/- watt.

Year	Salvage Value (Rs.)
1st year	100%
2nd year	96%
3rd year	92%
4th year	88%
5th year	84%
6th year	80%
7th year	76%
8th year	72%
9th year	68%
10th year	64%
11th year	60%
12th year	56%
13th year	52%
14th year	48%
15th year	44%
16th year	40%
17th year	36%
18th year	32%
19th year	28%
20th year	24%
21th year	20%
22nd year	16%
23rd year	12%
24th year	8%
25th year	4%

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TIRUPATI

FOR HIGH PHYTOCARE (P)
Managing Director

VC & Managing Director
NREDCAP Hyderabad

SCHEDULE IV

ESTIMATED SOLAR POWER GENERATION

Client : SRI VENKATESWARA UNIVERSITY (VIROLOGY DEPARTMENT)

Project : RESCO MODEL – 500 kwp.

Location : TIRUPATI

End of Year	Yearly Degradation 'MWh' (Modules & System) – Degradation consider in PV Syst generation data	Global incident in coll. Plane (GlobInc) 'kWh/Sq.mtr' Yearly	Energy injected into grid (E_Grid) 'MWh' Yearly 'A'
1	1.0%	1812.3	750000
2	1.0%	1812.3	742500
3	1.0%	1812.3	735075
4	1.0%	1812.3	727724
5	1.0%	1812.3	720447
6	1.0%	1812.3	713243
7	1.0%	1812.3	706110
8	1.0%	1812.3	699049
9	1.0%	1812.3	692059
10	1.0%	1812.3	685138
11	1.0%	1812.3	678287
12	1.0%	1812.3	671504
13	1.0%	1812.3	664789
14	1.0%	1812.3	658141
15	1.0%	1812.3	651559
16	1.0%	1812.3	645044
17	1.0%	1812.3	638593
18	1.0%	1812.3	632207
19	1.0%	1812.3	625885
20	1.0%	1812.3	619626
21	1.0%	1812.3	613430
22	1.0%	1812.3	607296
23	1.0%	1812.3	601223
24	1.0%	1812.3	595211
25	1.0%	1812.3	589259

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TIRUPATI.

For BUCH PHYTOCHROME (G) Ltd.
Managing Director

VC & Managing Director
NREDCAP Hyderabad.

SCHEDULE VGOVERNMENT APPROVALS

1. To be obtained by the power producer

All approvals including approvals/consents required under local regulations, building codes and approvals required from the distribution utility etc. relating to installation and operation of the system (including the government incentives/subsidies available for the project) and generation and supply of solar power from the Project.

2. To be obtained by Power Purchaser

Any authorizations required of purchaser, including those required for installation of system at the premises. Permissions and coordination with DISCOM or any related organization for NET METERING. Power Purchaser will apply for net metering and bear the cost of net meter only.

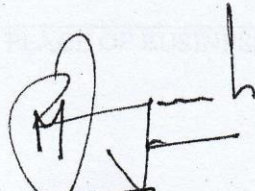
REGIST
S.V. UNIVERSITY
TIRUPATI

FOR RICH PHYTOCARE (P) LTD.
Managing Director

VC & Managing Director
NREDCAP Hyderabad

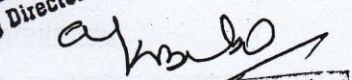
SCHEDULE - VI

TENDER AND LETTER OF ALLOCATION &
SANCTION LETTER FROM NREDCAP


REGISTERED
S.V. UNIVERSITY
TIRUPATI.

For RICH PHYTOCARE (P) LTD.

Managing Director


VC & Managing Director
NREDCAP Hyderabad.

ANNEXURE - I

POWER PRODUCER BANK DETAILS

NAME OF THE BENEFICIARY	M/s. Rich Phytocare Pvt.Ltd.
PRINCIPAL PLACE OF BUSINESS & ADDRESS	<u>Flat 2B, Mahalakshmi Enclave, No.26</u> <u>Tank Bund Road, Nungambakkam,</u> <u>Chennai 600034, Tamilnadu</u>
NAME OF THE BANK	HDFC BANK LTD
BANK ADDRESS	ALLINGARAM BRNACH, THENI TAMILNADU 625531.
BANK ACCOUNT NO.	50200000944884
TYPE OF BANK ACCOUNT – SB/CA/CC	CURRENT
IFSC/NEFT/RTGS CODE	HDFC0000776
MICR CODE	625240102
PAN CARD NO	AACCR8543G
PHONE NO. / FAX NO. WITH STD CODE	04546 285887 / 9787757278
EMAIL ID OF CONTACT PERSON	<u>1richphytocare@gmail.com</u> <u>richphytocare@yahoo.com</u>

REGISTRAR
S.V. UNIVERSITY
TIRUPATI.

For RICH PHYTOCARE (P) LTD.
Managing Director

VC & Managing Director
NREDCAP Hyderabad.



ఆంధ్రప్రదేశ్ రాష్ట్రం ANDHRA PRADESH

SI.No: 1971 DATE: 1-12-16

SOLD TO: The Managing Director

FOR WHOM: Rich Phytocare Pvt Ltd. Chittoor

C.K. KASIVISWANATHAN
LICENCED STAMP VENDOR

L.No: 10-11-004/2010

R.No: 10-11-005/2015

TAHILDAR OFFICE, CHITTOOR.

CELL: 9966129980

BX 001519

POWER PURCHASE AGREEMENT

FOR

DESIGN, MANUFACTURE, SUPPLY, ERECTION, TESTING AND COMMISSIONING
INCLUDING WARRANTY, OPERATION & MAINTENANCE FOR 25 YEARS OF
500 KWP ROOF-TOP SOLAR PV POWER SYSTEM

AT TIRUPATI

BETWEEN

M/S. RICH PHYTOCARE PVT. LTD.

AND

**S.V. ENGINEERING COLLEGE,
SRI VENKATESWARA UNIVERSITY**

AND

**NEW & RENEWABLE ENERGY DEVELOPMENT
CORPORATION OF AP LTD (NREDCAP)**

For RICH PHYTOCARE (P) LTD.

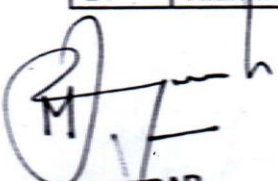
Managing Director

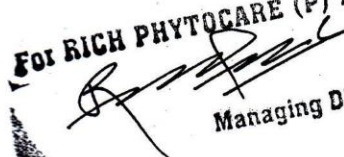
REGISTRAR
S.V. UNIVERSITY
TIRUPATI

VC & Managing Director
NREDCAP Hyderabad.

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REGISTRAR
S.V. UNIVERSITY
TIRUPATI


FOR RICH PHYTOCARE (P) LTD.
Managing Director


VC & Managing Director
NREDCAP Hyderabad.

This Power Purchase Agreement is executed on 3rd day of December 2016 at TIRUPATI

BETWEEN

SRI VENKATESWARA UNIVERSITY: THE REGISTRAR

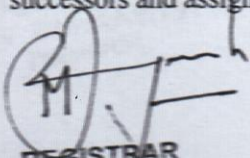
Sri Venkateswara University, Tirupati, Andhra Pradesh 517502 (Designation and Address)
(hereinafter referred to as "Purchaser"), which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assigns

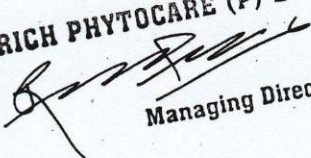
AND

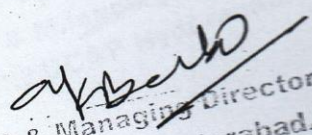
M/s. Rich Phytocare Pvt. Ltd., (Name of Power Producer), a company incorporated under the Companies Act, 1956 having its registered office at Flat 2B, Mahalakshmi Enclave, No.26 Tank Bund Road, Nungambakkam, Chennai 600034, Tamilnadu (complete address)
(hereinafter referred to as "Power Producer"), which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assigns

AND

M/s New & Renewable Energy Development Corporation of AP Ltd., (NREDCAP), a company incorporated under the Companies Act, 1956 having its registered office at 5-8-207/2, Pishah Complex, Nampally 500 001 (hereinafter referred to as "NREDCAP"), which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assigns


REGISTRAR
S.V. UNIVERSITY
TIRUPATI

For RICH PHYTOCARE (P) LTD.

Managing Director


VC & Managing Director
NREDCAP Hyderabad.

This Power Purchase Agreement is executed on 3rd day of December 2016 at TIRUPATI

BETWEEN

SRI VENKATESWARA UNIVERSITY : , THE REGISTRAR

having its office at Sri Venkateswara University, Tirupati, Andhra Pradesh 517502 represented by its authorised signatory Sri THE REGISTRAR hereinafter referred to as "Purchaser" which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assignees, of the **FIRST PARTY**.

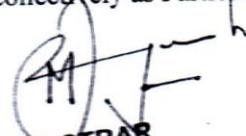
AND

M/s. Rich Phytocare Pvt. Ltd a company incorporated under the Companies Act, 1956 having its registered office at Flat 2B, Mahalakshmi Enclave, No.26 Tank Bund Road, Nungambakkam, Chennai 600034, Tamilnadu (hereinafter referred to as "Power Producer" which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assignees, of the **SECOND PARTY**.

AND

New and Renewable Energy Development Corporation of Andhra Pradesh Ltd., a fully owned State Government Company, registered under the Companies Act, 1956 having its registered office at 5-8-207/2, Pishah Complex, Nampally, Hyderabad 500 001 (India), represented by its Vice-Chairman & Managing Director, hereinafter referred to as the "NREDCAP" which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assignees, of the **THIRD PARTY**.

The Purchaser, Power Producer and NREDCAP are severally referred to as the party and collectively as Parties.


REGISTRAR
S.V. UNIVERSITY
TIRUPATI.

For RICH PHYTOCARE (P) LTD.

Managing Director


VC & Managing Director
NREDCAP Hyderabad.

WHEREAS:

- A. The Power Producer has been notified as **successful bidder** by NREDCAP for "Design, Manufacture, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance of **500 KWp** Rooftop Solar PV System for a period of 25 years in AP State under Renewable Energy Service Company (RESCO) Route and as per Technical Specification & other details as per the Tender No. NREDCAP/ OSD/ NM/ RESCO/ 2016-18, dt 01.07.2016.
- B. The Power Producer is engaged in the business of building and operating power plants, including grid connected rooftop Solar power projects.
- C. The Power Producer has agreed to install and operate a Grid connected solar photovoltaic power plant of **500 KWp** capacity at the Premises of the Purchaser after due inspection of the Premises as defined hereinafter and supply the entire Solar Power of the Project to Purchaser on the terms and conditions contained in this Agreement.
- D. The Purchaser has agreed to purchase the entire Solar Power of the Project on "Take or Pay basis" the terms and conditions contained in this Agreement.

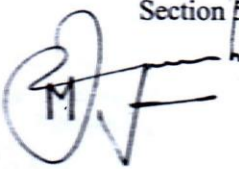
NOW THEREFORE in consideration of the mutual promises, conditions and covenants set forth herein, the Parties hereby agree as below:

1. Definitions and Interpretation

1.1 Definitions

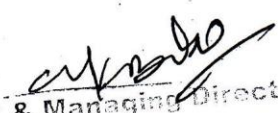
In addition to other capitalized terms specifically defined elsewhere in the Agreement or unless the context otherwise requires, the following words and phrases shall be defined as follows:

- (a) "Actual Monthly Production" means the amount of energy recorded by the Main Metering System during each calendar month of the Term, pursuant to Section 5.2;

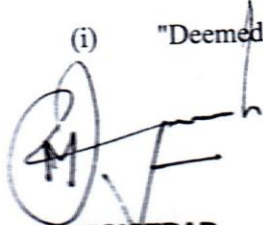

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For RICH PHYTOCARE (P) LTD.

Managing Director

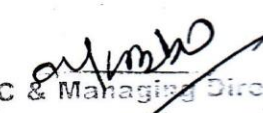

VC & Managing Director
NREDCAP Hyderabad.

- (b) "Affiliate" means with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person')
- (c) "Agreement" means this Power Purchase Agreement executed hereof, including the schedules, amendments, modifications and supplements made in writing by the Parties from time to time.
- (d) "Applicable Law" means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement or any Governmental Authority in India having jurisdiction over such Person or its property, enforceable by law or in equity, including the interpretation and administration thereof by such Governmental Authority.
- (e) "Assignment" has the meaning set forth in Section 14.1:
- (f) "Business Day" means any day other than Sunday or any other day on which banks in operation are required or authorized by Applicable Law to be closed for business:
- (g) "Commercial Operation Date" has the meaning set forth in Section 4.3(b)
- (h) "Consents, Clearances and Permits" shall mean all authorization, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and / or supply of power:
- (i) "Deemed Generation" has the meaning set forth in Section 5.2 (c)

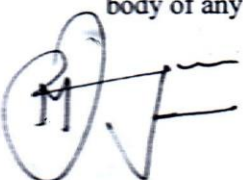

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S.V. UNIVERSITY
TIRUPATI

For RICH PHYTOCARE (P) LTD.

Managing Director


VC & Managing Director
NREDCAP Hyderabad

- (j) "Delivery Point" shall be the single point, at a location mutually agreed by the Parties, in line with applicable regulation/ rules where Solar Power is delivered by the Power Producer from the System to the Purchaser.
- (k) "Dispute" has the meaning set forth in Section 17.7 (b);
- (l) "Disruption Period" has the meaning set forth in Section 5.3 (c)
- (m) "Distribution Utility" means the local 'electric distribution owner and operator providing electric distribution and interconnection services to Purchaser at the Premises;.
- (n) "Due Date" has the meaning set forth. in Section 7.4;
- (o) "Effective Date" has the meaning set forth in Section 2
- (p) "Estimated Remaining Payments" means as of any date, the estimated remaining Solar Power Payments to be made through the end of the applicable Term, as reasonably determined by. the Power Producer in accordance with Section 7.1
- (q) "Expiration Date" means the date on which the Agreement terminates by reason of expiration of the Term.
- (r) "Force Majeure Event" has the meaning set forth in Section 11.1
- (s) "Governmental Approval" means any approval, consent, franchise, permit, certificate, resolution, concession, license or authorization issued by or on behalf of any applicable Governmental Authority for the purpose of setting up of the Project and / or for sale and purchase of Solar Power of the Project pursuant to the Agreement.
- (t) "Governmental Authority" means any central; state, regional, district, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

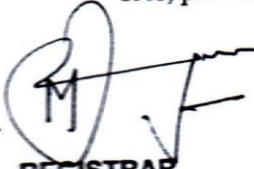

REGISTRAR
S.V. UNIVERSITY
TIRUPATI.

FOR RICH PHYTOCARE (P) LTD.

Managing Director


VC & Managing Director
NREDCAP Hyderabad.

- (u) "Indemnified Persons" means the Purchaser Indemnified Parties or the Power Producer-indemnified Parties, as the context requires.
- (v) "Insolvency Event" means with respect to a Party, that either
 - (i) Such party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee, administrator, liquidator on the likes of itself or of all or a substantial part of its assets or business; (B) been unable to pay its debts as such-debts become due; (C) made a general assignment for the benefit of its creditors, (D) commenced a voluntary proceeding under any insolvency or bankruptcy law; filed a petition seeking to take advantage of any other law relating to the bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; or (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or
 - (ii) It is clarified that a dissolution or liquidation will not be an Insolvency Event if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization, and the resulting company retains credit worthiness similar to the dissolved or liquidated entity and expressly assumes all obligations of the dissolved and liquidated entity under this Agreement and is in a position to the perform them.
- (w) "Installation Work" means the construction and installation of the System and the Start-up, testing and acceptance (but . not the operation and maintenance) thereof; all performed by or for the Power Producer at the Premises.
- (x) "Invoice Date has the meaning set forth in Section 7.4.
- (y) "Losses" means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, clean up and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys' fees and other costs


REGISTRAR
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TIRUPATI.

For RICH PHYTOCARE (P) LTD.

Managing Director


VC & Managing Director
NREDCAP Hyderabad.

and expenses incurred in defending any such claims or other matters or in asserting or enforcing and indemnity' obligation)

- (z) "Main Metering System" means all meter(s) and metering devices owned by the Power Producer and installed at the Delivery point for measuring and recorded the delivery and receipt of energy.
- (aa) "Metering Date" means the first Business day of each calendar month subsequent to the month in which the Solar Power is generated by the Power Producer. The billable units shall be equal to the difference between the meter reading on the Metering Date and the meter reading on the previous month's Metering. Date.
- (bb) "Party" or Parties" has the meaning set forth in the preamble to this Agreement.
- (cc) "Person" means an individual, partnership, corporation, limited Liability Company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.
- (dd) "Power Producer Default" has the meaning set forth in Section 12.1 (a).
- (ee) "Power Producer Indemnified has the meaning set forth in Section 16.1.
- (ff) "Premises" means the premises described in Schedule 1 to this Agreement. For the avoidance of doubt, the Premises include, the entirety of any and underlying real property located at the address described in Schedule 1 to this Agreement.
- (gg) "Purchase Date" means the date on which title to the System transfers to the Purchaser pursuant to the Purchaser exercising its purchase option under Section 3.2.
- (hh) "Purchase Price" means the fee payable Purchaser to the Power Producer under the circumstances described in Section 3.2
- (ii) "Purchaser Default" has the meaning set forth in Section 12.2 (a).

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Managing Director

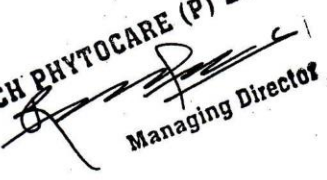
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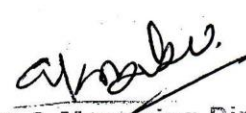
- (jj) "Purchaser Indemnified Parties" has the meaning set forth in Section 16.2.
- (kk) "Representative" has the meaning forth in Section 8.2.
- (ll) "Scheduled Complete Date" has the meaning set forth in Section 4.1(h).
- (mm) "Selectee" means, a new company (i) proposed by the Lenders read with Schedule III hereof and approved .by the Purchaser (ii) or proposed by the Purchaser in accordance. with Schedule III hereof and approved by-the Lenders, for substituting the Power Producer for the residual period of the Agreement by amendment of the Agreement or by execution of a fresh power urchase agreement in-accordance with the terms and conditions contained in the said Schedule.
- (nn) "Solar Power" means the supply of electrical energy output from the System.
- (oo) "Solar Power Payment" has the meaning set forth in Section 7.1.
- (pp) "System" includes the integrated assembly of photovoltaic panels, mounting, assemblies, inverters, converters, .metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, and all other material comprising the Installation Work.
- (qq) "System Operations" means the Power Producer's operation, maintenance and repair of the System performed in accordance the requirement herein.
- (rr) "Tariff" means the price per kWh set forth in Schedule II hereto.
- (ss) "Term" has the meaning set forth in Section 3.1:

1.2 Interpretation

- (a) Unless otherwise stated, all references made, in this Agreement to "Sections", "Clauses" and "Schedules" shall refer respectively to Sections, clauses and Schedules of this Agreement. The Schedules to this Agreement form an


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Managing Director


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NREDCAP Hyderabad.

- (b) integral part of this Agreement and shall have effect as though they were expressly set out in the body of this Agreement.

In the Agreement, unless the context otherwise requires (i) words imparting singular connotation shall include plural and vice versa: (ii) the words "include", "includes", and "including" mean include, includes and including "without limitation" and (iii) the words "hereof", "hereto", "herein" and "hereunder" and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement.

2. **Effective Date**

This Agreement shall be effective on the day that falls one Business Day after the date of signing of this Agreement.

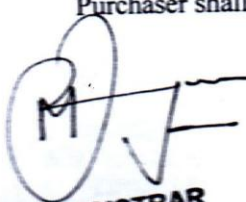
3. **Terms and Termination**

3.1 **Term**

The term of the Agreement shall commence on the Effective Date and shall continue for twenty five (25) years from the Commercial Operations Date (the "Term"), unless and until terminated earlier pursuant to the provisions of the Agreement. After the Term, the ownership of the System shall be transferred to the Purchaser free of cost.

3.2 **Purchase Option/ Purchase Obligation**

So long as a Purchaser default shall not have occurred and be continuing, Purchaser has the option to purchase the System by paying the Power Producer the Purchase price as per Schedule III to this Agreement. To exercise its purchase option, the Purchaser shall not less than Ninety (90) days prior to the proposed Purchase Date, provide written notice to the Power, Producer of Purchaser's intent to exercise its option to purchase the System on such purchase date: In the event Purchaser confirms its intention to exercise the purchase option in writing to the Power Producer, (i) Purchaser shall pay the applicable purchase price to the Power Producer on the


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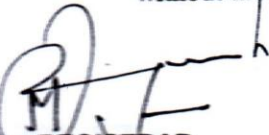

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Purchase Date, and such payment shall be made in accordance with any written instructions delivered to Purchaser by the Power Producer for payments under the Agreement, and (ii) the Parties shall promptly execute all documents necessary to (A) cause title to the System to pass to Purchaser on the Purchase Date, free and clear of all liens and (B) assign all vendor warranties for the System to Purchaser. Upon execution of the documents and payment of the applicable purchase price in each case as described in the preceding sentence, the Agreement shall terminate automatically and the Purchaser shall become the owner of the System. Upon such termination, the Power Producer shall offer its operations and maintenance ("O&M") services to the Purchaser and the Parties may enter into an O&M agreement in this regard. The terms and conditions of the O&M agreement will be negotiated in good faith between the Parties.

3.3 Conditions of the Agreement prior to installation

In the event that any of the following events or circumstances occur prior to the Commercial Operation Date, the Power Producer may terminate the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination.

- (a) There has been a, material adverse change in the rights of Purchaser to occupy the Premises or the Power Producer to install the System at the Premises.
- (b) The Power Producer has determined that there are easements, CCRs or other liens or encumbrances that would materially impair or prevent the installation, operation, maintenance or removal of the System. If any dispute arises before commercial operation date, the same shall be resolved under clause, 17.7 (c)
- (c) The Purchaser warrants that the roof top or the space provided for the installation of the solar power system is free from any liens or encumbrances. The purchase would not at any point of time encumber the rooftop space without the consent of the Solar Power Producer or his lender.


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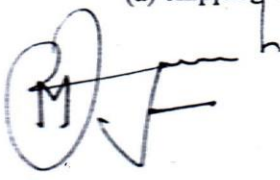
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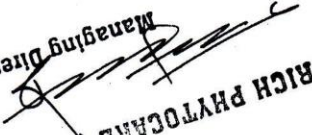

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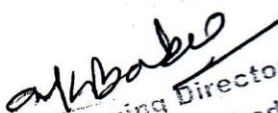
4 Construction, Installation, Testing and Commissioning of the System

4.1 Installation Work

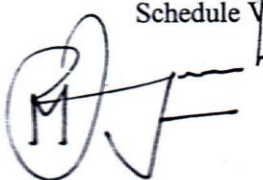
- a) The Power Producer will cause the Project to be designed, manufactured, supplied, engineered, erected, tested and commissioned, operated & maintained and constructed substantially in accordance with Tender No NREDCAP/OSD/NM/RESCO/2016-18, DATED 01.07.2016 and the sanction letter issued by NREDCAP. The Power Producer shall provide to the Purchaser and NREDCAP a bill of materials listing the major equipment constituting the System. Such bill of materials shall be provided within 30 days of the Commercial Operation Date.
- b) The Power Producer shall have access as reasonably permitted by the Purchaser to perform the Installation Work at the Premises in a manner that minimizes inconvenience to and interference with the use of the Premises to the extent commercially practical.
- c) It is agreed between the Parties that the Power Producer shall commission the System with a capacity of 500 KWp.
- d) The Power Producer shall provide and lay the dedicated electrical cables for transmission of Solar Power from the System up to the Delivery Point. Transmission or distribution of Solar Power beyond this point will be the responsibility of the Purchaser. The Delivery Point shall be where the Main Metering System is located.
- e) The installation of additional equipment or upgrading of existing facilities as per the statutory requirements or requirements of state utilities shall be the responsibility of Power Producer.
- f) Unless otherwise agreed between the Parties, the Power Producer shall not do
(a) chipping of rooftop; or (b) water proofing of rooftop to be disturbed


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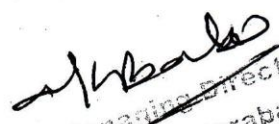

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- (c) Carry out any other modification of the Premises without the written consent of the Purchaser. The Power Producer shall maintain general cleanliness of area around the Project during construction and operation period of the Project. In case any damages is caused to the equipment / facilities owned by the Purchaser due to the Power Producer, the same shall be made good rectified by the Power Producer at their cost.
- g) The Power Producer shall, within thirty (30) days of the Effective Date, submit to the Purchaser, shop drawings of the Project for approval ("Shop Drawings"). The drawings will have to be approved by the Power Purchaser within 3 days from the submission of the drawings: If the Purchaser has any objection/recommendation in the Shop Drawings, he shall communicate the same to Power Producer within a period of ten (10). days of 'the date of submission. of the Shop Drawings. Any delay will extend the Effective Date and such approval shall not be unreasonably withheld.
- h) Subject to any punch-list items which shall be agreed by the Purchaser as not being material to completion of the Project, the Power Producer agrees that it shall achieve the completion of the Project/ Commissioning of the Project within 6 months from the Effective Date ("Scheduled Completion Date"). Any delays on account of the Purchaser that may cause hindrance or delay in execution of the Project shall not be included in the set period of 6 months. Purchaser shall ensure that sufficient load is available at the Delivery Point to ensure synchronization and drawl of power from System.
- i) If the Power Producer is unable to commence supply of Solar Power to the Purchaser by the Scheduled Completion Date, other than for the reasons specified in Article 11 and 12.2 (Force Majeure or Purchaser Default), the Power Producer or its contractor shall pay to NREDCAP genuine pre-estimated liquidated damages for the delay in such commencement of supply of Solar Power as per the clause of the NREDCAP Tender appended as Schedule VI to this Agreement.


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- j) The Purchaser shall ensure that all arrangements and infrastructure for receiving Solar Power beyond the Delivery Point are ready on or prior to the Commercial Operation Date and is maintained in such state in accordance with applicable laws through the Terms of the Agreement.
- k) Power Producer shall fulfil all obligations undertaken by it under this Agreement.

4.2 Approvals and Permits

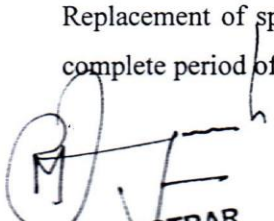
Each of the Parties shall assist the other Party in obtaining all necessary Government Approvals, third party approvals and permits including but not limited to those listed in Schedule V hereto and any waivers, approvals or releases required pursuant to any applicable CCR.

4.3 System Acceptance Testing

- (a) The Power Producer shall give 7 days advance notice to conduct the testing of the Project and shall conduct testing of the Project in the presence of Purchaser's and NREDCAP's designated representative.
- (b) If the results of such testing indicate that the System is capable of generating electric energy as per the standard parameters for 5 continuous hours using such instruments and meters as have been installed for such purposes, then the Power Producer shall send a Written notice to Purchaser and NREDCAP to that effect, and the date of successful conducting such tests and injection of Power at Delivery Point shall be the "Commercial Operation Dated"

5 System Operations

- 5.1 The Power Producer as Owner and Operator: The System will be legally and beneficially owned by the Power Producer and will be operated and maintained and, as necessary, required by the Power Producer at its sole cost and expense. Replacement of spare parts if any shall be responsibility of Power Producer for the complete period of Agreement. If any repair or maintenance costs incurred by the


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Power Producer as a result of Purchaser's breach of its obligations, shall be reimbursed in full by Purchaser. Power Producer shall not be responsible for any work done by others on any part of the System/Project authorized by the Purchaser and not authorized in advance by the Power Producer in writing. Power Producer shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper operation or maintenance of the System by Purchaser or anyone instructed to do such work by Purchaser. In the event of a problem with the System, as a result of the Purchaser actions for which Power Producer is not responsible as provided in this Agreement, Purchaser will pay Power Producer for diagnosing and correcting the problem at Power Producer.

5.2 Metering

- (a) The Power producer shall install the Main Metering System with due certification for the measurement of electrical energy produced by the System.
- (b) The meter will be read by Power Producer's personnel on the Metering date. The authorized representative of the Purchaser shall be present at the time of meter reading. Both the Parties shall sign a joint meter reading report. However, in case the Joint meter reading report is not signed in the first three business days of any month due to non-availability of the Purchaser's authorized representative, the report signed by the Power Producer shall be considered as Joint Meter Reading Report. The Parties agree that such Joint meter reading Report shall be final and binding on the Parties.
- (c) The Main Metering System at the Delivery Point and any additional meters required by Applicable Law shall be tested, maintained and owned by the Power Producer. In case of malfunctioning of main metering system at delivery point, deemed generation shall be paid upto 7 days only, and after that no payment shall be made till meter is replaced by new one or repaired.
- (d) The Power Producer shall connect the Solar output to the existing system as per the requirements of DISCOM


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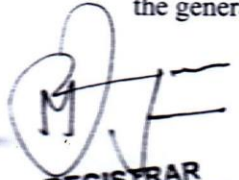

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- (e) The Purchaser may, at its own discretion, install a check meter, at its cost, to verify the measurements of the Main Metering System.
- (f) The title to the Solar Power supplied by the Power Producer shall pass to the Purchaser at the Delivery Point.

5.3 System Disruptions

- (a) Availability of premises: Purchaser will provide full access of the site to Power Producer for installation, operation and maintenance of solar power plant during the period of Agreement. Power Purchaser will also provide unrestricted access of the Premises to Power Producer for operation and maintenance of solar power plant.
- (b) Purchaser will not provide/construct any structure within its Premises or around its premises which shades the solar panels effecting the generation of the energy during the Agreement period.
- (c) Roof Repair and other System Disruptions: In the event that (a) the Purchaser repairs the Premises' roof for any reason not directly related to damage, if any, caused by the System, and such repair required the partial or complete temporary disassembly or movement of the System, or (b) any act or omission of Purchaser or Purchaser's employees, Affiliates, agents or subcontractors (collectively, a "Purchaser Act") result in a disruption or outage in System production, and such events attributable to Purchaser (except Force majeure, then, in either case) Purchaser shall (i) pay the Power Producer for all work required by the Power Producer to disassemble or move the System and re-assemble the system after completion for the repair work and (ii) continue to make all payments for the Solar Power during such period of System disruption (the "Disruption Period"). For the purpose of calculating Solar Power Payments and lost revenue for such Disruption Period, Solar Power shall be deemed to have been produced at the average rate. For the first year, the generation of a particular month (in which the deemed generation needs to


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be calculated) will be used for calculating the average, 2nd year onwards, the generation data of the previous year, corresponding month will be referred. ("Deemed Generation"), Power producer shall inform about the 'disruption or outage in System production, for reasons attributable to purchaser in 'writing within 3 days of occurrence with the date and time of such occurrences and Purchaser's liability shall start from the time of occurrence for above of disruption or outage in system production, on account of Purchaser.

6 **Delivery of Solar Power**

6.1 Purchaser Requirement: Purchaser agrees to purchase one hundred percent (100%) of the Solar Power generated by the System and made available by the Power Producer to Purchaser at the Delivery Point during each relevant month of the Term. In the event that the Purchaser is unable to off take 100% of the electricity generated, when it is generated, then Deemed Generation will apply only in case following conditions:

- a) Grid Failure from DISCOM.
- b) Power Outage - No reference voltage available for synchronization.
- c) In the event Power Producer is generating power more than the available load, and the Purchaser is not able to export or record the excess units generated.
- d) Faults in the equipments of the Purchaser eg., Net meter Cables, Equipments etc., which may stop the feeding / record of the Solar Power generated.

6.2 **Estimated Annual Production**

The annual estimate of Solar Power with respect to the System for any given year as determined pursuant to this Section shall be the "Estimated Annual Production". The Estimated Annual Production for each year of the Initial Term is set forth in Schedule IV hereof.

6.3 **Suspension of Delivery**

Power Producer shall be entitled to suspend delivery of electricity from the System to the Delivery Point for the purpose of maintaining and repairing the System upon giving one week's advance written notice to the Purchaser except in the case of

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emergency repairs. Such suspension of Service shall not constitute a breach of this Agreement provided that the Power Producer shall use commercially reasonable efforts to minimize any 'interruption in service to the Purchaser.

7 Tariff and Payments

- 7.1 Consideration Purchaser shall pay to the Power Producer a monthly payment (the "Solar Power Payment") for the Solar Power generated by the System as per the Metering clause 5.2 (b) above during each calendar month of the Term equal to the actual Monthly Production as recorded in Joint Meter Reading Report for the System for the relevant month multiplied by the Tariff irrespective of (i) whether any or all units of Solar Power has been drawn, consumed or utilized by Purchaser and / or (ii) whether any Solar Power has been injected, whether inadvertently or otherwise, into the grid of the Distribution Utility.

The Power Producer will bill the Purchaser for each KWh metered as above at the Delivery Point, at the Tariff prevailing at that point of time.

As detailed in Schedule - II, the Tariff will be equal to Rs. 6.40/unit the leveled tariff as per Tender conditions.

The 'year' Considered shall be the financial year which April 1st to 31st March of every year.

- 7.2 The Power Producer shall share the part of revenue received by them, on sale of solar power to the Purchaser, equivalent to 20 paise per unit to NREDCAP towards supervision and coordination charges. The charges are exclusive of Service Tax and any other taxes, levies, duties, etc. levied by the Government from time to time, which shall be paid extra as per applicable norms.

- 7.3 NREDCAP service charges are charged towards site visits, inspection; liaison, monitoring etc. Taxes and duties shall be paid extra. The NREDCAP service charges are non-refundable and for each project the service charges have to be paid on

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monthly basis based on the metered power units.
Schedule II provides a detailed tariff schedule.

7.4 Invoice

The Power Producer shall invoice Purchaser on the first day of each month (each, an "Invoice Date") commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Solar Power Payment in respect of the immediately preceding month. The last invoice shall include production only through the Expiration Date of this Agreement.

7.5 The invoice to the purchaser shall include.

- a. The Solar Power calculations for the relevant billing period.
- b. Supporting data, documents and calculations in accordance with this Agreement.

7.6 Time of payment Purchaser shall pay all amounts due hereunder within 21 days after the date of the receipt of the invoice via email or post ("Due Date").

7.7 Method of payment Purchaser shall make all payments under the Agreement by electronic funds transfer only in immediately available funds to the account designated by the Power Producer from time to time. The current account details are mentioned in Annexure 1. All payments made hereunder shall be non-refundable, subject to the applicable tax deduction at source, and be made free and clear of any other tax, levy, assessment; duties or other charges and not subject to reduction, set-off, or adjustment of any kind. Further, if any taxes and duties are leviable currently or in future, such taxes and duties shall be paid by the Purchaser over and above the solar electricity tariff mentioned in this agreement. Such taxes and duties could include, but not restricted to Electricity Duty, Tax on Sale of Electricity (TOSE). If the Purchaser deducts any tax at source, the Purchaser will issue a tax credit certificates as per law.

7.8 Late Payment Surcharge/ Early Payment Discount

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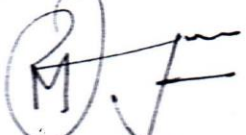
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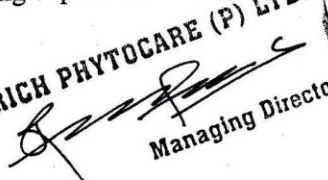
In case payment of any invoice is delayed by the Purchaser beyond its Due Date, a later payment surcharge shall be payable by Purchaser to the Power Producer at the rate of 15% per annum ("Late Payment Surcharge") calculated on the amount of outstanding payment, calculated on a day to day basis for each day of the delay, compounded on monthly rests. Late Payment Surcharge shall be claimed by the Power Producer, through its subsequent invoice. If the Purchaser pays within 10 working days (as against credit of 21 days available to him), then an early payment discount of 0.25% of the invoice value can be deducted by the Purchaser while making such early payment.

- 7.9 Disputed Payments: In the event that the Purchaser disputes an invoice, it shall give notice of such a dispute within 15 days of receiving the invoice setting out details of the disputed amount. The Purchaser shall pay by the Due Date 100% of any undisputed amount and in case the invoice is disputed, the Purchaser shall pay an amount based on average consumption of last three consecutive 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.

7.10 Change in Law:

- 7.11 For the Purpose of this section 7.10, the term "Change in Law" shall mean the occurrence of any of the following events after the Effective date, resulting into any additional recurring / non-recurring expenditure by the Power Producer or any income to the Power Producer.


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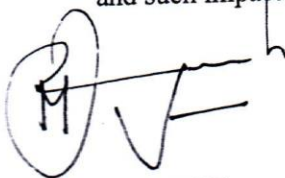

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- i) The enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law: or
- (ii) A change in the interpretation of any Law by any Governmental Authority having the legal power to interpret or apply such Law, or any competent court; or
- (iii) The imposition of a requirement, for obtaining any Government Approvals which was not required earlier; or
- (iv) a change in the terms and conditions prescribed for obtaining any Government Approvals or the inclusion of any new terms or conditions for Obtaining such Government Approvals; or
- (v) Any introduction of any tax made applicable for supply of power by the Power Producer as per the terms of this Agreement. Any benefit due to change in tax on the sale of solar energy shall be passed on to Purchaser.
- (vi) Any benefit arising due to change in above para (i) to (vi) shall be passed on to the Purchaser.

But not include any change in any withholding tax on income or dividends distributed to the shareholders of the Power Producer.

- (b) Application and Principles for computing impact of Change in Law:

While determining the consequence of Change in Law under this Article 7.10, the Parties shall have due regard to the Principle that the purpose of compensating the Party affected by such Change in Law, is to restore through monthly bill payment, to the extent contemplated in this Article 7.10, the affected Party to the same economic position as if such Change in Law has not occurred and such impact shall be mutually decided in writing.



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- (c) Solar Power Payment Adjustment Payment on account of Change in Law Subject to provisions mentioned above, the adjustment in Solar Power Payment shall be effective from:

- (i) The date of adoption, promulgation, amendment, re-enactment or repeal of the Law or Change in Law; or
- (ii) The date of order/ judgment of the competent court; of tribunal or Governmental Authority, if the Change in law is on account of a change in interpretation of Law.

8 General Covenants

8.1 Power Producer's Covenants

The Power Producer covenants and agrees to the following:

- (a) Notice of Damage or Emergency: The Power Producer shall (a) promptly notify Purchaser if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (b) immediately notify Purchaser once it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises.
- (b) System Condition: The Power Producer shall take all actions reasonably necessary to ensure that the System is capable of providing Solar Power at a commercially reasonable continuous rate: Subject to there being no Purchaser Default, the Power Producer shall provide 24 x 7 offsite / offsite monitoring and maintenance of the System throughout the period of this agreement at no additional cost.
- (c) The System shall meet minimum guaranteed generation with Performance Ratio (PR) at the time of commissioning and related Capacity Utilization Factor (CUF) as per the daily normalized irradiance levels of the location

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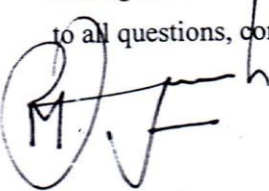
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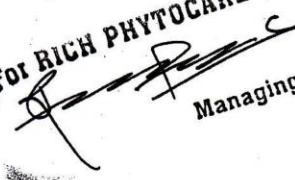
during the O&M period. PR shall be minimum of 75% at the time of inspection for initial Project acceptance.

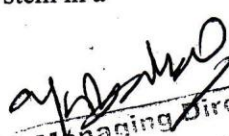
- (d) Governmental Approvals : While providing the Installation work, solar Power and System Operations, the Power Producer shall obtain and maintain and secure all Governmental Approval required to be obtained and maintained and secured by the Power Producer and to enable the Power Producer to perform such obligations
- (e) The interconnection of the rooftop solar system with the network of the distribution licensee shall be made as per the technical standards for connectivity of distributed generated resources regulation's as may be notified by the competent authority. The interconnection of the rooftop solar system shall be as per the contracted load and / or respective voltage level applicable to the Purchaser as per the provisions of the guidelines issued by the competent authority.
- (f) Trimming/cutting and uprooting of tree any, if required have to be executed by the power producer without any concurrence and prior approval from the purchaser according to the convenience for the purpose of required and guaranteed power production.
- (g) Health and Safety: The Power Producer shall take all necessary and reasonable safety precautions with respect to providing the installation Work, Solar Power, and System Operations that shall comply with all Applicable Law pertaining to the health and safety of persons and real and personal property.

8.2 Power Producer's Representatives

During the subsistence of this Agreement, the Power Producer undertakes to respond to all questions, concerns and complaints of the Purchaser regarding the System in a


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prompt and efficient manner. The Power Producer designates the following individual as its representative pertaining to performance of this Agreement till the Commercial Operation Date:

Name: D. Ramesh Chandran , Managing Director,
M/s. Rich Phytocare Pvt. Ltd, Chennai

Telephone: 04546 – 285887

Email: 1richphytocare@gmail.com / richphytocare@yahoo.com

The Power Producer designates the following individuals as its representative and primary point of contact pertaining to performance of this Agreement following the Commercial Operation Date till termination:

Name: S. NARAYANAN, DIRECTOR,

Telephone: 04546 – 285887

Email: 1richphytocare@gmail.com

8.3 Purchaser's Covenants

Purchaser covenants and agrees to the following:

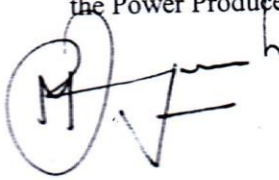
- (a) Notice of Damage or Emergency: Purchaser shall (a) promptly notify the Power Producer if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System; (b) immediately notify the Power Producer once it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises.
- (b) Liens: Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the System or any interest therein. If Purchaser breaches its obligations under this Clause, it shall immediately notify the Power Producer in writing, and shall promptly cause such Lien to be discharged and released of record without any cost to the Power Producer, and shall indemnify the

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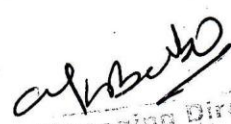
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- (c) Power Producer against all costs and expenses (including reasonable attorneys fees and court costs) incurred in discharging and releasing such Lien.
- (d) Consents and Approvals: Purchaser shall ensure that any authorizations required of Purchaser under this Agreement, including those required for installation of System at the Premises and to drawl and consume of Solar Power are provided in a timely manner. The Purchaser shall cooperate with the Power Producer to obtain such approvals, permits, rebates or other 'financial incentives.
- (e) Access to Premises Grant of License: Purchaser hereby grants to the Power Producer a license co-terminus with the Term, containing all the rights necessary for the Power Producer to use portions of the Premises for the installation, operation and maintenance of the System pursuant to the terms of this Agreement, including ingress and egress rights to the Premises for the Power Producer and its employees and authorized representatives and access to electrical panels and conduits to interconnect or disconnect the System with the Premises electrical wiring with the consent and approval of the Purchaser's authorized representative identified by the Purchaser. Photo ids. will be provided by the Power Producer. Power Purchaser will assist in availing permissions to the site.
- (e) Security: The building which has enhanced security of Solar Power System Purchaser will keep the premises locked. Inspite of these measures, if any damages to the System takes place due to theft or vandalism then the same shall be claimed or reimbursed through insurances by Power producer. In case of theft and vandalism acts, the Purchaser will assist the Power Producer in procedures of filing FIRs, insurance claims and any other related activities. Whenever, the damages to the System occurs (except due to negligence of Power Producer) then the same shall be jointly assessed by both the Parties and a severity level will be decided, which will further decide the duration offered to the Power Producer to correct the damage, and the Power Producer shall he paid the amount on the basis of 'Deemed generation' for

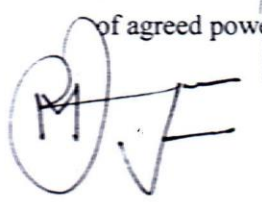

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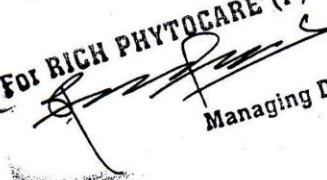
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- (f) such a period. Power Producer shall be entitled to any insurance proceeds received for damages in this clause.
- (g) Purchaser will not conduct activities on, in or about the Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System. If System is damaged due to any such activity or through any other agency contracted by the Purchaser directly or indirectly, such a damage will be borne by the Purchaser.
- (h) Regardless of whether Purchaser is owner of the Premises or leases the Premises from a landlord, Purchaser hereby covenants that (a) the Power Producer shall have access to the Premises and System during the Term of this Agreement, and (b) neither Purchaser nor Purchaser's landlord will interfere or handle any of the Power Producer's equipment or the System without written authorization from the Power Producer.
- (h) Temporary storage space during installation: Purchaser shall provide sufficient space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary Construction, trailers and facilities reasonably necessary during the Installation Work, System Operations and access for rigging and material handling. During the period of installation and 25 years maintenance, for the purpose of operation and maintenance and storing the standby instruments / panels / watch and wards, a building space/ empty space for construction by the producer is to be provided by the purchaser at free of cost.
- (i) Sunlight Easements: Purchaser will take all reasonable actions as necessary to prevent other building, structures or flora from overshadowing or otherwise blocking access of 'sunlight to the System, including but not limited to such actions as may be reasonably necessary to obtain a solar access easement for such purpose. If any trimmed/uprooted trees carried out by power producer for the purpose of generation of agreed power, have to be disposed off to suitable location by the power purchaser.


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- (j) Evacuation- Purchaser shall off take 100% of the Solar Power generated from the Delivery Point, and pay all invoices raised by the Power Producer under this Agreement by the 'Due Date' and pay interest on delayed payments, if any, as per this Agreement.
- (k) Water - Power Purchaser at zero cost shall arrange Raw Water at a given point as per the requirements of the Power Producer, for periodic cleaning of the solar panels.
- (l) Auxiliary Power — The Purchaser shall provide sufficient auxiliary power to the Power Producer for the maintenance and operation of its system.
- (m) Relocation - If one or more of the Solar Power Plant panels needs to be temporarily moved or its generation suspended, for any other reason requested by the Power Purchaser, the Power Purchaser will be responsible for pre-agreed costs on actuals only, arising from moving, disassembling and re-installing/ commissioning the Solar Power Plant, as agreed between the Parties. The Power Producer will be responsible for providing detailed documentary proof of the actual pre-agreed costs borne for such relocation/disassembling. Within 30 days of these satisfactory documents being provided by the Power Producer, the Purchaser shall reimburse these pre-agreed expenses in full, and delayed payment beyond the date mentioned above will attract Late Payment charges as described in Clause 7.8. During any interruption in generation during such a relocation, the Purchaser will continue to be billed as per Deemed Generation, during the period of interruption, for the affected Solar Power Plant(s).

9 Representations & Warranties

9.1 Representations and Warranties Relating to Agreement Validity

In addition to any other representations and warranties contained in the Agreement, each Party represent and warrants it's to make that:

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- (a) It is duly organized and validly existing and in good standing in the jurisdiction of its incorporation;
- (b) It has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement.
- (c) It has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;
- (d) The Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms;
- (e) There is not litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of it's business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and
- (f) Its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

10 Taxes and Governmental Fees

10.1 Purchaser obligations

Purchaser shall pay for any taxes, fees or charges imposed or authorized by any Governmental Authority in future (as on date no such taxes/fees/charges are being levied) on sale of the Solar Power to Purchaser pursuant to clause 7. The Power Producer shall notify Purchaser in writing with a detailed statement of such amounts, which shall be invoiced by the Power Producer in the monthly bills and payable by Purchaser. Purchaser shall timely report, make filings for, and pay any and all sales,

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use, income or other taxes, and any other amounts assessed against it due to its purchase of the Solar Power. This Section 10.1 excludes taxes specified in Section 10.2.

10.2 Power Producer Obligations

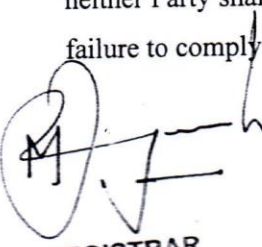
The Power Producer shall be responsible for all income taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System. The Power Producer shall not be obligated for any taxes payable by or assessed against Purchaser based on or related to Purchasers overall income or revenues.

11 Force Majeure

11.1 Definition

"Force Majeure Event" means any act or event that prevents the affected Party from performing its obligation in accordance with the Agreement, if such act or event is beyond the reasonable control of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, "Force Majeure Event" shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lighting or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion. A Force Majeure Event shall not be based on the economic hardship of either Party. In case of any damage because of force majeure event, the System shall be repaired / commissioned at its own cost by the Power Producer.

11.2 **Excused Performance:** Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement, if and to the extent that such delay or failure is


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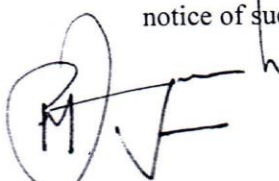
11.3 attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 11 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) provided, however, that Purchaser shall not be excused from making any payments and paying any unpaid amounts due in respect of Solar Power delivered to Purchaser prior to the Force Majeure Event performance interruption.

11.3 Termination as a Consequence of Force Majeure Event: If a Force Majeure Event shall have occurred that has affected the Power Producer's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then Purchaser shall be entitled to terminate the Agreement and if such Force Majeure Event continues for further ninety (90) days period, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination).

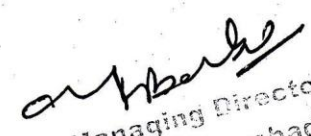
12 Default

12.1 Power Producer Defaults and Power Purchaser Remedies

- (a) Power Producer Defaults: The following events shall be defaults with respect to the Power Producer (each, a "Power Producer Default").
- (i) An Insolvency Event shall have occurred with respect to the Power Producer;
 - (ii) Failure, to achieve Commissioning of the System within 6 months of the Effective Date; and
 - (iii) The Power Producer breaches any material term of the Agreement and (A) if such breach can be cured within sixty (60) days after Purchaser's written notice of such breach and the Power Producer fails to cure the same; or (B)


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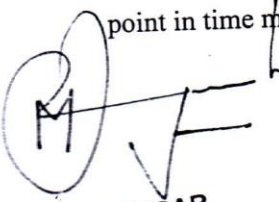

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the Power Producer fails to commence and pursue a cure within such sixty (60) days period if a longer cure period is needed.

(b) Purchaser's Remedies:

- (i) If a Power Producer Default described in Section 12.1 (a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 13, Purchaser shall have a right to deliver a notice of its intention to terminate this Agreement ("Purchaser Preliminary Default Notice"), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.
- (ii) 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 Article; the Purchaser shall be at liberty avail the services of any other firm / successful bidder.
- (iii) Following the issue of Purchaser 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 sixty (60) days of the issue of Purchaser Preliminary Default Notice or any other such period mutually agreed upon by the Parties, the Purchaser shall have the right to terminate this Agreement by issuing a Purchaser Termination Notice.
- (iv) Upon the delivery of the Purchaser Termination Notice, this Agreement shall stand terminated. The Power Producer shall have the liability to make payment within sixty (60) days from the date of Purchaser Termination Notice towards compensation to Purchaser equivalent to the difference between the Tariff and the grid rate notified by the relevant Government Authority for that point in time multiplied by the estimated Solar Power generated for a period of


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- (v) two 3; two (z) years following the termination, considered on normative capacity utilization factor.
- (vi) if the Power Producer fails to remove the System from the Premises within one month from the date of termination, the Purchaser shall be entitled to dispose of the System in any manner it deems fit.
- (vii) The Power Purchaser may exercise any other remedy it may have at law or equity or under the Agreement.

12.2 Power Purchaser Defaults and Power Producer's Remedies

- (a) Purchaser Default : The following events shall be defaults with respect to Purchaser (each, a "Purchaser Default")
 - (i) An Insolvency Event shall have occurred with respect to Purchaser;

Purchaser breaches any material term of the Agreement if (A) such breach can be cured within sixty (60) days after the Power Producer's notice of such breach and Purchaser fails to so Cure, or (B) Purchaser fails to commence and pursue said cure within such sixty (60) day period if a longer cure period is needed; and
 - (iii) Purchaser fails to pay the Power Producer any undisputed amount or, if the amount is disputed, an amount based on average consumption of last three consecutive undisputed invoices to the Power Producer under Section 7.9 of this Agreement within sixty (60) days from the receipt of notice from the Power Producer of such past due amount
- (b) Power Producer's Remedies: If a Purchaser Default described in Sections 12.2 (a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 13, the Power Producer shall be entitled to terminate this Agreement by serving a fifteen (15) days notice and

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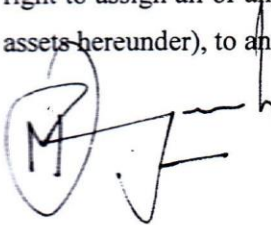
- (c) upon such termination, (A) the Power Producer shall be entitled to receive from Purchaser the Purchase Price. The Purchase Price payable shall be the Purchase Price Specified in Schedule III that falls on such date. Upon the payment of the Purchase Price, the Power Producer shall cause the title of the System to transfer to the Purchaser and (b) the Power Producer may exercise any other remedy it may have at law or equity or under the Agreement.

13 Limitations of Liability

- 13.1 Except as expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the Agreement.
- 13.2 Subject to the provisions of the Agreement, the Power Producer shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the Power Producer, or contractors engaged by the Power producer in connection with Power Producer and shall not be deemed to be employees, representatives, contractors of the Purchaser Nothing contained in the Agreement or in any agreement or contract executed by the Power Producer shall be construed to create any contractual relationship between any such employees, representatives or contractors and the Purchaser.
- 13.3 Notwithstanding any liability. or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the Purchaser can claim compensation under any insurance policy, shall not be charged to or payable by the Purchaser

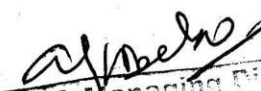
14 Assignment & Novation

- 14.1 Assignment: Notwithstanding anything contained herein, 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,


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14.2 equipment lessor or other party("Assignment"), with the consent of the Power Purchaser. The Power Purchaser shall not unreasonably withhold such consent. In the event of such assignment, the Purchaser will be able to hold the Power Producer as well as the party to whom the benefits under this contract are assigned, to be jointly and severally responsible for performing the obligations under this contract. Further, in the event of assignment, the Purchaser 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.

If the Power Producer were to sell the Solar Power Plant, 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. Purchaser may assign its rights under this Agreement, without the prior consent of Power Producer, to an Affiliate or any successor in interest to Purchaser, 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 Purchaser and its successors or assigns. However, any such actions as intended by the Power Producer under Article 14.1 and Article 14.2 shall be binding on Power Purchaser, if there are zero material inconsistencies present in the contract provisions during the time of assignment/novation, else, it shall be construed as default in contract and appropriate actions shall be taken as deemed fit.

14.2 Novation: The Parties agree and acknowledge that the Power Producer may intend to novate the Agreement to a party, and has the right to transfer any or all of its rights and obligations under this Agreement to a party or any other third party ("New Party"), with the consent of the Power Purchaser. The Power Purchaser shall not unreasonably withhold such consent. Upon Novation, 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 Purchaser hereby agrees and undertakes that, promptly upon receiving a request from the Power Producer, the Purchaser shall execute such further writings, deeds and/or agreements and take all such further actions as may be

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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. If the parties agrees to do Novation then separate Novation agreement shall be executed.

14.3 Notices

Unless otherwise provided in the Agreement, all notices and communications concerning the Agreement shall be in writing and addressed to the Parties at the addresses set forth below:

Power Producer's address and contact details:

M/s. Rich Phytocare Pvt. Ltd
Flat 2B, Mahalakshmi Enclave,
No.26 Tank Bund Road, Nungambakkam,
Chennai 600034, Tamilnadu

Purchasers address and contact details:

THE REGISTRAR
SRI VENKATESWARA UNIVERSITY, TIRUPATI, ANDHRA PRADESH 517502

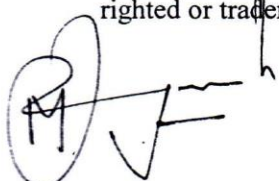
14.4 Notice

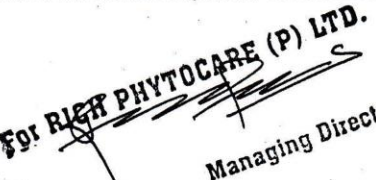
Unless otherwise provided herein, any notice provided for in the Agreement shall be hand delivered, sent by registered post, or by courier delivery, or transmitted by facsimile and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered or sent toy courier delivered or sent by courier delivery, upon posting if sent by registered post and upon confirmation of sending when sent by facsimile on the next Business Day.

15. Confidentiality

15.1 Confidentiality obligation

- (a) If the Power Producer provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copy righted or trademarked information, and / or technical information regarding


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the , design, operation and maintenance of the System ("Confidential Information") to Purchaser or, if in the course of performing under the Agreement or negotiating the Agreement Purchaser learns Confidential Information regarding the facilities or plans of the Power Producer, Purchaser shall (a) protect the Confidential information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. Notwithstanding the above, Purchaser may provide such Confidential Information to its officers, directors, manager, employees and Affiliates (collectively "Representatives"), in each case whose access is reasonably necessary for purposes of the Agreement. Each such recipient of Confidential information shall be informed by Purchaser of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. Purchaser shall be liable for any breach of this provision by any entity to whom it improperly discloses Confidential Information. All Confidential Information shall remain the property of the Power Producer and shall be returned to it after Purchaser's need for it has expired or upon the request of the Power Producer.

If the Purchaser provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copy righted or trademarked information, ("Confidential Information") to the Power Producer or, if in the course of performing under the Agreement or negotiating the Agreement the Power Producer learns Confidential Information regarding the facilities Or plans of the Purchaser, the Power Producer shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. Notwithstanding the above, the Power

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Producer may provide such Confidential Information to its officers, directors, managers, employees and Affiliates (collectively, "Representatives"), in each case whose access is reasonably necessary for purposes of the Agreement. Each such recipient of Confidential Information shall be informed by the Power Producer of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. The Power Producer shall be liable for any breach, of this provision by any entity to whom it improperly discloses Confidential Information. All Confidential Information shall remain the property of the Purchaser and shall be returned to it after the Power Produce's need for it has expired or upon the request of the Purchaser.

15.2 Permitted Disclosures

Notwithstanding any other provision contained herein, neither Party shall be required to hold confidential any information that

- (a) becomes publicity available other than through the receiving Party.
- (b) is required to be disclosed under Applicable Law or pursuant to a validity issued notice or required filling, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement
- (c) is independently developed by the receiving Party ; or
- (d) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality..

16 Indemnity

16.1 Power Producer's Indemnity

Subject to Section 13, the Power Producer agrees that it shall indemnify and hold harmless Purchaser and its members, officers, employees, students, casual laborers, persons permitted' to run any business or service, such as canteens, stores, photocopy units, banks, post office, courier service, hospital and to any lawful visitors

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(collectively, the "Purchaser Indemnified Parties") from and against any and all Losses incurred by the Purchaser Indemnified Parties to the extent arising from or out of the following any claim for or arising out of any injury to Or death of any Person or Loss or damage to Property of any Person to the extent arising out of the Power Producer's negligence or willful misconduct. The Power Producer shall not, however, be required to reimburse or indemnify any Purchaser Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Purchaser indemnified Party.

16.2 Purchaser's Indemnity

Subject to Section 13, Purchaser agrees that it shall indemnify, defend and hold harmless the Power Producer, its permitted successors and assigns and their respective directors, officers, employees, contractors, sub-contractors, and agents (collectively, the "Power Producer indemnified Parties") from and against any and all Losses incurred by the Power Producer Indemnified Parties to the extent arising from or out of any claim for or arising out of any injury to or death or any Person or loss or damage to property of any Person to the extent arising out of Purchaser's negligence or willful misconduct. Purchaser shall not, however, be required to reimburse or indemnify any Power Producer Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Power Producer Indemnified Party.

17. Miscellaneous

17.1 Amendments

This Agreement may only be amended, modified or, supplemented by an instrument in writing executed by duly authorized representatives of the Power Producer and Purchaser.

17.2 Goodwill and Publicity

Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of

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For RICH PHYTOGEN (P) LTD.
Managing Director

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such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases and other public statements by the other Party that refer to, or that describe any aspect of, this Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by applicable law) shall be made by either Party without the prior written consent of the other Party. Without limiting the generality of the foregoing and whether or not the consent of the other Party is required or obtained, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement.

17.3 Industry Standards

Except as otherwise set forth herein, for the purpose of the Agreement, the normal standards of performance within the solar photovoltaic power generation Industry in the relevant market shall be the, measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

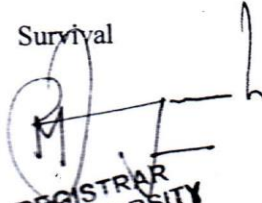
17.4 Cumulative Remedies

Except as set forth to the contrary herein, any right or remedy of the Power Producer or Purchaser shall be cumulative and without prejudice to any other right or remedy.

17.5 No Waiver

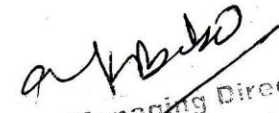
The failure of the Power Producer or Purchaser to enforce any of the provisions of the Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision in any other instance or of any other provision in any instance.

17.6 Survival


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The obligations under Section 8:1 (d) (Power Producer Covenant), Sections 8.3(d), (e), (f) and (g) (Purchaser Covenants), Section 10 (Taxes and Governmental Fees), Section 13 (Limitation of Liability), Section 12.2 (Notices), Section 15 (Confidentiality), or pursuant to other provisions of this Agreement that, by their nature and context, are intended to survive. termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

17.7 Governing Law & Jurisdiction

- (a) This Agreement shall be governed by and construed in accordance with the laws of India. The Parties agree that the courts in Delhi shall have jurisdiction over any action or proceeding arising under the Agreement.
- (b) In the event of any Dispute, difference of opinion or dispute or claim arising out of or relating to this Agreement or breach, termination or the invalidity thereof, shall firstly be attempted to be resolved by conciliation. The procedure as mentioned in PWD Works Manual prevalent at the time of such dispute is to be followed to carry out the said conciliation.

(c) Arbitration Procedure:

- (i) In case of any dispute arising out of this Agreement or otherwise, between the parties hereto, PWD manual dispute resolution methodology will be used. A period of not more than 15 days will be allotted at each stage of resolution. Upon failure to resolve the said dispute through conciliation the dispute shall be referred to arbitration and the V.C & Managing Director, NREDCAP, may appoint an arbitrator. The arbitrator(s) shall be appointed within a period of 30 days from the date of receipt of written notice / demand of appointment of arbitrator from either Party. The cost of the arbitration will be shared equally by Power Producer and the Purchaser.
- (ii) The venue of such arbitration shall be Head Office of NREDCAP. The arbitral award shall be binding on both Parties. The arbitration proceedings shall be

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governed by the Indian Arbitration and Conciliation Act, 1996, as amended from time to time including provisions in force at the time the reference is made.

- (d) During the dispute resolution period, both the Parties shall continue to perform their respective obligations as per provisions of the Agreement.
- (e) This Section 17 is severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason.

17.8 Severability

If any term, covenant or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

17.9 Successors and Assigns

This Agreement and the rights and obligations under the Agreement shall be binding upon and shall inure to the benefit of the Power Producer and Purchaser and their respective successors and permitted assigns.

17.10 Counterparts

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

17.11 Independent Service Provider

This Agreement is on a principal to principal basis between the parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association,

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partnership or joint venture or employer employee relationship or principal-agent relationship in any manner whatsoever between the Parties

17.12 Non-Exclusive Agreement

This Agreement is on non-exclusive basis. The Purchaser is free to engage any other service provider's or may entrust services similar to those provided by the Power Producer under this Agreement to any other person/s, provided the Power Producer's rights under this Agreement are not affected in any manner

17.13 Entire Agreement

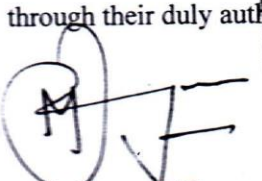
This Agreement constitutes the entire agreement between the Parties hereto with respect of the subject matter of this Agreement and supersedes all prior agreements and undertakings; written or oral, with respect to the subject matter hereof except as otherwise expressly provided herein. The Schedules annexed to this Agreement also form a part of this Agreement.

17.14 Insurance

The Power Producer shall maintain at its own costs, throughout the tenure of this Agreement and any extensions thereof all mandatory insurance coverage for adequate amount including but not restricted to comprehensive general liability insurance including theft and vandalism, covering the System and accidental losses, bodily harm, injury, death of all individuals employed/ assigned by the Power Producer to perform the services required under this Agreement.

17.15 Annual accounts reconciliation shall be conducted annually between the Power Producer and Purchaser.

IN WITNESS WHEREOF the Parties have caused the Agreement to be duly executed through their duly authorized representatives as of the date set forth above.


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For RICH PHYTOCARE (P) LTD.
Managing Director


VC & Managing Director
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FOR & ON BEHALF OF
THE POWER PURCHASER

Signature :

Name :

Designation :


M. V. R. NARAYANA MURTHY
S.V. UNIVERSITY
TIRUPATI.

FOR & ON BEHALF OF POWER
PRODUCER

Signature :

Name :

Designation :

For RICH PHYTOCARE (P) LTD.

Managing Director

D. Ramesh Chandran

Managing Director

FOR & ON BEHALF OF NREDCAP, HYDERABAD

Signature :

Name :

Designation :


VC & Managing Director
NREDCAP Hyderabad.

WITNESSES - 1

Signature :

Name :

Designation :


C. B. Jagadeeswar Reddy.
DM, NREDCAP.
CHITTOOR.

EXECUTIVE ENGINEER (RE & E)

NREDCAP

#10-161, GANDHI ROAD,

CHITTOOR - 517 001

WITNESS - 2

Signature :

Name :

Designation :


S. NARAYANAN
Director
Rich Phytocare (P) Ltd

SCHEDULE I
DESCRIPTION OF THE PREMISES

Premises Overview	
Segment	: Office Building/ Open space within the premises
Type of Roof	: Flat Concrete or <u>Pillar or Steel Iron section</u>
Hours of Operation	: 12 Hours, <u>7</u> Days a week
Security	: Gated Complex with dedicated round the clock security arrangement

Capacity and Area Requirement

Capacity	500 kWp
Module Area	65,000 Sq.Ft (PV Svst.) (Clear shadow less effective area)
Details of Building	SVU Engineering College & SS
Details of Roofs	In & around meter yard of the transformer according to the generation feasibility of 500 Kwp
Details of Power Distribution System	

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Managing Director

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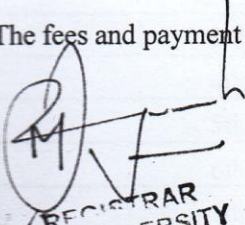
SCHEDULE II

TARIFF AND FEES

Following is the details of the tariff agreed between the parties.

Purchase shall pay power producer for solar power at the rate equal to INR 6.40 /unit
(Six rupees and forty paise only) which is the levelized tariff for a period of 25 years as
per NREDCAP Tender No: NREDCAP/OSD/NM/RESCO/2016-18, DATED 01.07.2016

The fees and payment details are provided in detail under clause 7 of this agreement.


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SCHEDULE III

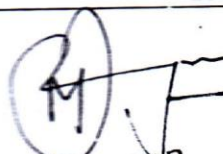
YEARWISE SALVAGE VALUE OF THE SOLAR POWER SYSTEM

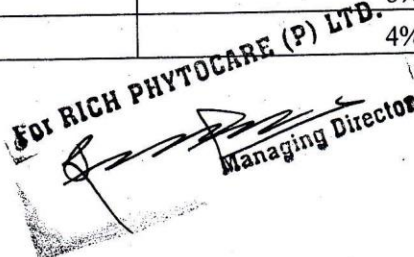
The following is the purchase value of the system over a period of 25 years. This may be applicable under the following conditions.

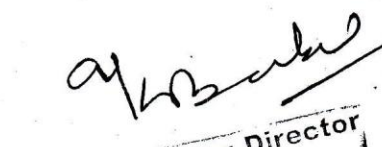
1. The Power Purchaser terminates the PPA before the 25 years PPA Tenure
2. The Power Purchaser wishes to own the Project before the Tenure of the PPA.
3. The Solar Project is relocated or shifted owing to demolition of the Building, damage to the building, change of city plans or any other reason.

Purchase Price for 500 Kw system @ Rs. 75/- watt.

Year	Salvage Value (Rs.)
1st year	100%
2nd year	96%
3rd year	92%
4th year	88%
5th year	84%
6th year	80%
7th year	76%
8th year	72%
9th year	68%
10th year	64%
11th year	60%
12th year	56%
13th year	52%
14th year	48%
15th year	44%
16th year	40%
17th year	36%
18th year	32%
19th year	28%
20th year	24%
21st year	20%
22nd year	16%
23rd year	12%
24th year	8%
25th year	4%


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Managing Director


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SCHEDULE IV

ESTIMATED SOLAR POWER GENERATION

Client : **SRI VENKATESWARA UNIVERSITY: THE REGISTRAR
S V ENGINEERING COLLEGE**

Project : **RESCO MODEL – 500 kwp**

Location : **TIRUPATI**

End of Year	Yearly Degradation 'MWh' (Modules & System) – Degradation consider in PV Syst generation data	Global incident in coll. Plane (GlobInc) 'kWh/Sq.mtr' Yearly	Energy injected into grid (E_Grid) 'MWh' Yearly 'A'
1	1.0%	1812.3	750000
2	1.0%	1812.3	742500
3	1.0%	1812.3	735075
4	1.0%	1812.3	727724
5	1.0%	1812.3	720447
6	1.0%	1812.3	713243
7	1.0%	1812.3	706110
8	1.0%	1812.3	699049
9	1.0%	1812.3	692059
10	1.0%	1812.3	685138
11	1.0%	1812.3	678287
12	1.0%	1812.3	671504
13	1.0%	1812.3	664789
14	1.0%	1812.3	658141
15	1.0%	1812.3	651559
16	1.0%	1812.3	645044
17	1.0%	1812.3	638593
18	1.0%	1812.3	632207
19	1.0%	1812.3	625885
20	1.0%	1812.3	619626
21	1.0%	1812.3	613430
22	1.0%	1812.3	607296
23	1.0%	1812.3	601223
24	1.0%	1812.3	595211
25	1.0%	1812.3	589259

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SCHEDULE V

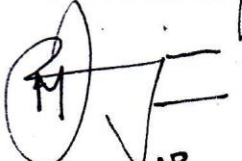
GOVERNMENT APPROVALS

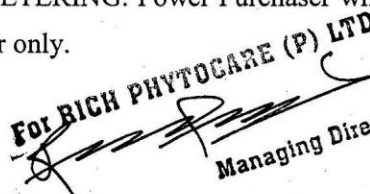
1. To be obtained by the power producer

All approvals including approvals/consents required under local regulations, building codes and approvals required from the distribution utility etc. relating to installation and operation of the system (including the government incentives/subsidies available for the project) and generation and supply of solar power from the Project.

2. To be obtained by Power Purchaser

Any authorizations required of purchaser, including those required for installation of system at the premises. Permissions and coordination with DISCOM or any related organization for NET METERING. Power Purchaser will apply for net metering and bear the cost of net meter only.

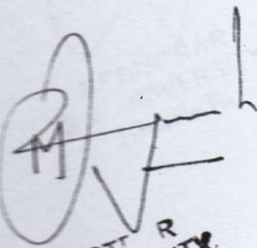

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SCHEDULE - VI

TENDER AND LETTER OF ALLOCATION &
SANCTION LETTER FROM NREDCAP


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Managing Director


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NREDCAP Hyderabad.

ANNEXURE - I

POWER PRODUCER BANK DETAILS

NAME OF THE BENEFICIARY	M/s. Rich Phytocare Pvt.Ltd.
PRINCIPAL PLACE OF BUSINESS & ADDRESS	<u>Flat 2B, Mahalakshmi Enclave, No.26</u> <u>Tank Bund Road, Nungambakkam,</u> <u>Chennai 600034, Tamilnadu</u>
NAME OF THE BANK	HDFC BANK LTD
BANK ADDRESS	ALLINGARAM BRNACH, THENI TAMILNADU 625531.
BANK ACCOUNT NO.	50200000944884
TYPE OF BANK ACCOUNT – SB/CA/CC	CURRENT
IFSC/NEFT/RTGS CODE	HDFC0000776
MICR CODE	625240102
PAN CARD NO	AACCR8543G
PHONE NO. / FAX NO. WITH STD CODE	04546 285887 / 9787757278
EMAIL ID OF CONTACT PERSON	<u>1richphytocare@gmail.com</u> <u>richphytocare@yahoo.com</u>

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Managing Director

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The Director
NAAC Committee
S.V. University
TIRUPATI - 517 502