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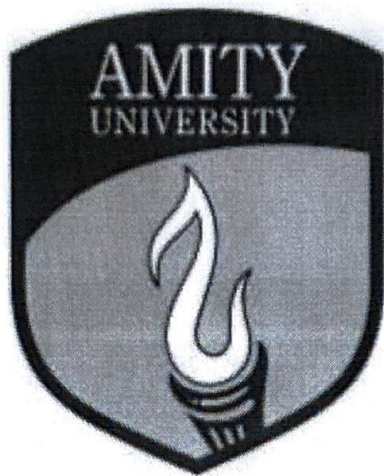
### 7.1.2 Facilities for Alternate Sources of Energy

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2	Power Purchase Agreement
3	Solar Bill
4	Solar Inspection Report
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	Geotagged Photos



Registrar  
Amity University Madhya Pradesh  
Gwalior

# AMITY UNIVERSITY MADHYA PRADESH



## **Green Campus, Energy and Environment Policy (Total 03 pages)**

  
Rajesh Jain

Registrar

Amity University Madhya Pradesh  
Maharajpura Gwalior

# AMITY UNIVERSITY

MADHYA PRADESH

Established vide Government of Madhya Pradesh Act No. 27 of 2010

Ref: AUMP/RO/2012/317

Date: 17 December, 2012

## **GREEN CAMPUS, ENERGY AND ENVIRONMENT POLICY**

### **1. INTRODUCTION**

Amity University Madhya Pradesh is fully committed to promoting sustainable development and adopting environmentally responsible practices. The University is making constant efforts to make its campus clean and green, conserve the natural resources and spread awareness about need to protect the environment amongst its students, staff, faculty and community.

### **2. SCOPE**

This policy governs the framing of rules and regulations wrt green campus initiatives and practices.

### **3. AIM and OBJECTIVES**

The aim and objectives of this policy are to encourage and adopt practices that would lead to sustainable development, minimize carbon foot prints and depletion of natural resources and maximize recycling of resources.

### **4. POLICY**

The University shall

- 4.1 Take Initiatives to make the campus green and clean and conserve energy and water, as also manage waste judiciously.
- 4.2 To ensure that the efforts are being made in the right directions, the University shall periodically conduct Internal and External Audit.

#### **4.1.1. ENERGY CONSERVATION**

In order to conserve energy, the University will build several alternate sources of energy such as Solar Plants, connection to distribution grid and widespread use of LED bulbs and energy efficient equipment.

#### **4.1.2 WASTE MANAGEMENT**

The University shall make conscious effort to minimize its waste and recycle where possible.

- **Solid Waste:** Waste shall be segregated into biodegradable and nonbiodegradable sets and disposed off accordingly in authorized areas only.

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- **Liquid Waste:** Professionally run Sewage Treatment Plants and Effluent Treatment Plants will be set up and maintained by the University.
- **E Waste:** The University shall dispose of its e waste through an authorized vendor.
- **Bio Medical Waste:** The University shall buy suitable equipment to dispose of bio medical waste in a responsible manner.

#### 4.1.3 WATER CONSERVATION

With depleting water resources, it is imperative that the University make systematic approach to conserve water and minimize its wastage.

The University shall

- Build tanks to ensure adequate supply of water in the campus
- Build Rain Water Harvesting System
- Recycle Waste water in an efficient manner
- Maintain an efficient water distribution system

#### 4.2 GREEN INTIATIVES

The University shall make constant endeavor to promote green practices and initiatives throughout the year

- A Student driven Eco Club will be a part of the Eco System of the University to drive green and clean campus initiatives.
- NSS activities shall include promotion of green practices in the community.
- Periodic events like Work Environment Day, Earth Day shall be celebrated in the campus.
- The Dept of EVS shall not only teach but also promote/ undertake projects to sustain the environment.
- A regular tree plantation will be carried out every year to enhance the green cover.

Copy to :-

1. PS to Hon'ble Vice Chancellor
2. Pro-Vice Chancellor Office
3. All HoI's
4. All HoD's (Teaching & Non - Teaching)
5. Office Record

  
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Amity University Madhya Pradesh  
Maharajpura Gwalior



**DATED 23<sup>rd</sup> March, 2017**

**POWER PURCHASE AGREEMENT (PPA)**

**BETWEEN**

**Clean Max Enviro Energy Solutions Private Limited As the “Power Producer”**

**AND**

**Amity University Madhya Pradesh**

**As the “Power Purchaser”**

**FOR**

**DESIGN, MANUFACTURE, SUPPLY, ERECTION, TESTING AND COMMISSIONING  
INCLUDING WARRANTY, OPERATION & MAINTENANCE OF GRID CONNECTED  
ROOF-TOP SOLAR PHOTOVOLTAIC AND SMALL SOLAR POWER PLANTS IN  
RESCO MODE**



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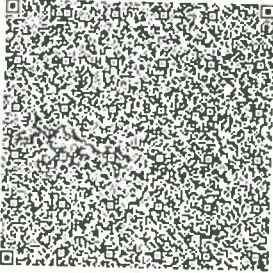
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## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

Certificate No. : IN-DL61699567702440P  
Certificate Issued Date : 23-Mar-2017 03:06 PM  
Account Reference : IMPACC (IV)/ dl861803/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL86180323932691362024P  
Purchased by : CLEAN MAX ENVIRO ENERGY SOLUTIONS PVT LTD  
Description of Document : Article 5 General Agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : CLEAN MAX ENVIRO ENERGY SOLUTIONS PVT LTD  
Second Party : AMITY UNIVERSITY MADHYA PRADESH  
Stamp Duty Paid By : CLEAN MAX ENVIRO ENERGY SOLUTIONS PVT LTD  
Stamp Duty Amount(Rs.) : 500  
(Five Hundred only)



*(Signature)*

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Amity University Madhya Pradesh  
Gwalior

.....Please write or type below this line.....

#### Power Purchase Agreement (PPA)

This Power Purchase Agreement (PPA) is executed on 23<sup>rd</sup> March, 2017 at New Delhi between Amity University Madhya Pradesh, Maharajpura (Opp. Airport), Gwalior, Madhya Pradesh – 474020, established vide Government of Madhya Pradesh Act No.27 of 2010 and sponsored by Ritnand Balved Education Foundation (RBEF), a Trust having its registered office at E - 27, Defence Colony, New Delhi, (hereinafter referred to as "Power Purchaser") AND M/s Clean Max Enviro Energy Solutions Private Limited (CIN No. U93090MH2010PTC208425), a company incorporated under the Companies Act, 1956/2013 having its registered office at 33, Ashoka Apartments, Rungtha Lane, off Napeansea Road, Mumbai - 400006 (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). The Power Purchaser and Power Producer are each individually referred to as a "Party" and collectively as the "Parties".

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AMITY UNIVERSITY MADHYA PRADESH

*(Signature)*

*(Signature)*

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#### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at [www.e-stamp.gov.in](http://www.e-stamp.gov.in) available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

WHEREAS:

- A. The Power Producer has been notified as successful bidder by Solar Energy Corporation of India Limited (SECI) for "Design, Manufacture, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance of 300 kWp Rooftop Solar PV System in the State of Madhya Pradesh and as per competitive bidding under RFS No: SECI/Cont./01/2016/500 Dated: 22/04/2016
- B. The Power Producer is engaged in the business of design, supply, erection, testing, commissioning and operating power plants, including grid connected rooftop power projects.
- C. The Power Producer has agreed to install and operate a solar photovoltaic power plant of 300 kWp capacity at the Premises after due inspection of the Premises as defined hereinafter and supply the entire Solar Power of the Project to Power Purchaser on the terms and conditions contained in this Agreement.
- D. The Power Purchaser has agreed to purchase the entire Solar Power of the Project on 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, 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 1:4 such Governmental Authority.
- (e) "Assignment" has the meaning set forth in Section 14.1.

  
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- (f) "Business Day" means any day other than Sunday or any other day on which banks in the state of Madhya Pradesh 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:
- (j) "Deemed Generation" has the meaning set forth in Section 5.3 (c)
- (k) "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 Power Purchaser.
- (l) "Dispute" has the meaning set forth in Section 17.7 (b);
- (m) "Disruption Period" has the meaning set forth in Section 5.3 (c)
- (n) "Distribution Utility" means the local electric distribution owner and operator providing electric distribution and interconnection services to Power Purchaser at the Premises;
- (o) "Due Date" has the meaning set forth in Section 7.4;
- (p) "Effective Date" has the meaning set forth in Section 2;
- (q) "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;
- (r) "Expiration Date" means the date on which the Agreement terminates by reason of expiration of the Term.
- (s) "Force Majeure Event" has the meaning set forth in Section 11.1
- (t) "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.
- (u) "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.
- (w) "Indemnified Persons" means the Power Purchaser Indemnified Parties or the Power Producer-indemnified Parties, as the context requires.

- (x) "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; (E) 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.
- (y) "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.
- (z) "Invoice Date" has the meaning set forth in Section 7.2.
- (aa) "Losses" means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys' fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing and indemnity' obligation)
- (bb) "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.
- (cc) "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.
- (dd) "Party" or Parties" has the meaning set forth in the preamble to this Agreement.
- (ee) "Performance Ratio" (PR) means the ratio of plant output versus installed plant capacity at any instance with respect to the radiation measured.  $PR = (\text{Measured output in kW} / \text{Installed plant capacity in kW} * 1000 \text{ W/m}^2 / \text{Measured radiation intensity in W/m}^2)$
- (ff) "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.



- (gg) "Power Producer Default" has the meaning set forth in Section 12.1 (a).
- (hh) "Power Producer Indemnified has the meaning set forth in Section 16.2.
- (ii) "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.
- (jj) "Purchase Date" means the date on which title to the System transfers to the Power Purchaser pursuant to the Power Purchaser exercising its purchase option under Section 3.2.
- (kk) "Purchase Price" means the fee payable by the Power Purchaser to the Power Producer under the circumstances described in Section 3.2
- (ll) "Power Purchaser Default" has the meaning set forth in Section 12.2 (a).
- (mm) "Power Purchaser Indemnified Parties" has the meaning set forth in Section 16.1
- (nn) "Representative" has the meaning forth in Section 15.1.
- (oo) "Scheduled Complete Date" has the meaning set forth in Section 4.1(g)
- (pp) "Selectee" means, a new company (i) proposed by the Lenders read with Schedule III hereof and approved .by the Power Purchaser (ii) or proposed by the Power 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.
- (qq) "Solar Power" means the supply of electrical energy output from the System.
- (rr) "Solar Power Payment" has the meaning set forth in Section 7.1.
- (ss) "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.
- (tt) "System Operations" means the Power Producer's operation; maintenance and repair of the System performed in accordance the requirement herein.
- (uu) "Tariff" means the price per kWh set forth in Schedule II hereto.
- (vv) "Term" has the meaning set forth in Section 3.1:

  
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## 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.
- (b) 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 Power Purchaser free of cost.

### 3.2 Purchase Option/ Purchase Obligation

So long as a Power Purchaser default shall not have occurred and be continuing, Power 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 Power Purchaser shall not less than Ninety (90) days prior to the proposed Purchase Date, provide written notice to the Power, Producer of Power Purchaser's intent to exercise its option to purchase the System on such purchase date: In the event Power Purchaser confirms its intention to exercise the purchase option in writing to the Power Producer, (i) Power 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 Power 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 Power Purchaser on the Purchase Date, free and clear of all liens and (B) assign all vendor warranties for the System to Power 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 Power 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 Power 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 Power 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, Capacity Cost Recovery (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)

#### 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 RFS No SECI/Cont./01/2016/500. Dated:22/04/2016 and the sanction letter issued by Solar Energy Corporation of India Limited (SECI). The Power Producer shall provide to the Power Purchaser 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 Power 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 300 kWp on the available rooftops of the buildings and on top of car parking stand. Power Producer may construct a System of smaller size if it receives only part approval of government subsidies or for any other material commercial reason, as mutually agreed between the Parties in writing, In the event a System of smaller capacity is eventually agreed to be installed, the clauses pertaining to Purchase Price as set out under this Agreement shall be adjusted proportionately as per mutual agreement between the Parties in writing.
- (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 Power Purchaser. The Delivery Point shall be where the Main Metering System is located.
- (e) 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 Power Purchaser.
- (f) 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 Power 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 fifteen (15) working days of the Effective Date, submit to the Power Purchaser shop drawings of the Project for approval ("Shop Drawings"). The drawings will have to be approved from the Power Purchaser within 3 working days from the submission of the drawings. If the Power Purchaser has any objection/recommendation in the Shop Drawings, he shall communicate the same to Power Producer within a period of ten (10) working 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. Subject to any punch-list items which shall be agreed by the Power 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 the scheduled completion period from the Effective Date ("Scheduled Completion Date"). Power Purchaser shall ensure that sufficient load is available at the Delivery Point to ensure synchronization and drawl of power from System.
- (h) If the Power Producer is unable to commence supply of Solar Power to the Power Purchaser by the Scheduled Completion Date, other than for the reasons specified in Article 11 and 12.2 (Force Majeure or Power Purchaser Default), the Power Producer or its contractor shall pay to Solar Energy Corporation of India Limited (SECI) genuine pre-estimated liquidated damages for the delay in. such commencement of supply of Solar Power as per the clause of the Solar Energy Corporation of India Limited (SECI) RFS appended as Schedule VI format as per respective RFS document to this Agreement.
- (i) The Power 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 Term of the Agreement.
- (j) The Power Producer shall fulfill all obligations undertaken by it under this Agreement.
- (k) The Power Purchaser shall provide additional cost of building the solar car parking system at the Premises to the Power Producer based on mutual agreement between the Power Purchaser and the Power Producer. The payment of this additional amount for building the solar car parking system shall be made by the Power Purchaser to the Power Producer in two installments; 50% within 7 days after obtaining approval letter from Solar Energy Corporation of India Limited (SECI) for sanction of subsidy for the proposed solar PV plant (i.e. 300 kWp Solar PV Plant as mentioned in this Agreement) and 50% within 10 days of commissioning for the system.

#### 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.




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For AMITY UNIVERSITY MADHYA PRADESH

  
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#### 4.3 System Acceptance Testing

- (a) The Power Producer shall give 10 days advance notice to conduct the testing of the Project and shall conduct testing of the Project in the presence of Power Purchaser's designated representative.
- (b) If the results of such testing indicate that the System is capable of generating electric energy (at full rated KWp) 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 Power Purchaser to that effect, and the date of successful conducting such tests and injection of Power at Delivery Point shall be the "**Commercial Operation Date**"

#### 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, repaired 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 Power Purchaser's breach of its obligations, shall be reimbursed in full by Power Purchaser.

Power Producer shall not be responsible for any work done by others on any part of the System/Project authorized by the Power 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 Power Purchaser or anyone instructed to do such work by Power Purchaser. In the event of a problem with the System, as a result of the Power Purchaser actions for which Power Producer is not responsible as provided in this Agreement, Power Purchaser may choose and pay Power Producer for diagnosing and correcting the problem at Power Producer or Power Producer's contractors standard rates. Power Producer shall take adequate insurance for solar plant and machinery and ensure 95% uptime of the solar plants installed under this Agreement.

##### 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 Power 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 Power 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.



- (d) The Power Producer shall connect the Solar output to the existing system of the Power Purchaser as per the requirements and guidelines of the state DISCOM
- (e) The Power 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 Power Purchaser at the Delivery Point.
- (g) Power Producer shall be responsible for transformer etc. "if required" & metering as per respective clause of RFS (reference to be quoted).

### 5.3 System Disruptions

- (a) Availability of premises: Power 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. The Power Purchaser will also provide restricted access of the Premises to Power Producer for operation and maintenance of solar power plant.
- (b) Power 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 Power 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 Power Purchaser or Power Purchaser's employees, Affiliates, agents or subcontractors (collectively, a "Power Purchaser Act" ) result in a disruption or outage in System production, and such events attributable to Power Purchaser (except Force majeure, then, in either case) Power 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 of 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. Over the preceding 12 (Twelve) months, or, if the disruption occurs within the first 12 months of operation, the average over such period of operation (deemed generation). Power producer shall inform about the 'disruption or outage in System production, for reasons attributable to Power Purchaser in 'writing with date and time of such occurrences, and Power Purchaser's liability shall start from the date of intimation for above of disruption or outage in system production, on account of Power Purchaser.

## 6 Delivery of Solar Power

### 6.1 Power Purchaser Requirement:

Power Purchaser agrees to purchase one hundred percent (100%) of the Solar Power generated by the System and made available by the Power Producer to Power Purchaser at the Delivery Point during

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Gwalior

*(Signature)*



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each relevant month of the Term. In the event that the Power 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) In the event Power Producer is generating power more than the available load, and the Power Purchaser is not able to export or record the excess units generated due to faults in the equipment's of the Power Purchaser e.g., Net meter Cables, Equipment's etc., which may stop the feeding / record of the Solar Power generated.
- b) In the event that the Power Purchaser fails to ensure adequate space for solar equipment to ensure that other structures do not partially or wholly shade any part of the Solar Power Plant and if such shading occurs, the Power Producer may apply for Deemed Generation furnishing the calculation for loss in generation due to such shading supported by the relevant data, which shall be approved by Power Purchaser within one month of submission failing which the Power Producer shall claim provisional deemed generation till the issue is finally settled.
- c) In the event that Power Purchaser cannot offtake electricity from the plants on any given day unless due to Force Majeure including student strikes, fire, major maintenance or similar events, it will be billed for "deemed generation". Deemed generation for a given day will be equal to the average monthly generation in the same month in previous year. During the first 12 months of solar plant operation, the deemed generation will be calculated at 3.7 kWh per kWp solar installed capacity per day. Thereafter, for calculation of deemed generation following methodologies shall be followed.
  - (i) In case of partial shut down of the solar plants, the deemed generation shall be calculated on the basis of average energy generation of operating solar plants (kWh/kWp for that day) and extrapolated to the solar plant capacity that has been shut down.
  - (ii) In case of complete plant shut down of the solar plants, the deemed generation shall be calculated on the basis of average daily energy generation of the same month in the previous year.
  - (iii) However, the net metering system shall provide the facility to inject and divert the generated solar power to the DISCOM.

## 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 Power 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 Power Purchaser. However, any preventive maintenance shall be done only during the period when plant is not generating.

## 7 Tariff and Payments

7.1 Consideration Power 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 Power 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 Power 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.

### 7.2 Invoice

The Power Producer shall invoice Power 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.

7.3 The invoice to the Power Purchaser shall include.

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

### 7.4 Time of payment

Power 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").

### 7.5 Method of Payment

Power Purchaser shall make all payments under the Agreement by cheque / demand draft/ 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 Power 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), cross subsidy surcharge (if applicable). If the Power Purchaser deducts any tax at source, the Power Purchaser will issue a tax credit certificates as per law.



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### 7.6 Late Payment Surcharge/ Early Payment Discount

In case payment of any invoice is delayed by the Power Purchaser beyond its Due Date, a later payment surcharge shall be payable by Power Purchaser to the Power Producer at the rate of 1% (simple interest) per month ("Late Payment Surcharge") for the period from the Due Date for Invoice Payment till the date of actual payment. Late Payment Surcharge shall be claimed by the Power Producer, through its subsequent invoice. If the bill is paid by the 9<sup>th</sup> of the month itself, then the Power Producer will grant a prompt payment discount of 0.5% on that invoice. The Prompt Payment Discount will be calculated as a percentage of total payment for solar energy units (kWh) for that billing period, and may not apply to any taxes, duties, arrears, or other non-solar energy charges that may apply.

### 7.7 Disputed Payments

In the event that the Power 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 Power Purchaser shall pay by the Due Date 100% of any undisputed amount and in case the invoice is disputed, the Power 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 Power 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.

### 7.8 Change in Law:

(a) For the Purpose of this section 7.8, 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. 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

- (i) 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
- (ii) The imposition of a requirement, for obtaining any Government Approvals which was not required earlier; or
- (iii) 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
- (iv) 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 Power Purchaser.
- (v) Any benefit arising due to change in above para (i) to (iv) shall be passed on to the Power Purchaser. But not include any change in any withholding tax on income or dividends distributed to the shareholders of the Power Producer.




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

While determining the consequence of Change in Law under this Article 7.8, 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 7.8, 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 (i) promptly notify Power 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, (ii) immediately notify Power 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 Power 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

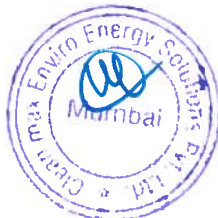


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- (e) The interconnection of the rooftop solar system with the network of the distribution licensee shall be made as per the technical standards for connectivity of distributed generated resources regulation's .as may be notified by the competent authority. The interconnection of the rooftop solar system shall be as per the contracted load and / or respective voltage level applicable to the Power Purchaser as per the provisions of the guidelines issued by the competent authority.
- (f) 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 Power 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	Kuldeep Jain
Title	Managing Director
Address	Clean Max Enviro Energy Solutions Pvt. Ltd. 33, Ashoka Apartments, Rungtha Lane, off Napeansea Road, Mumbai – 400006, India
Telephone	+91-22-23676787 / 88
Email	kuldeep_jain@cleanmaxsolar.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	Ajay Chauhan
Title	Member – Executive Board, Ritnand Balved Education Foundation (RBEF)
Address	Amity University E-27, Defence Colony, New Delhi - 110024
Telephone	+91-11-41888000
Email	ajayc@akcgroup.com

## 8.3 Power Purchaser's Covenants

Power Purchaser covenants and agrees to the following:

- (a) **Notice of Damage or Emergency:** Power 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:** Power 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 Power 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:** Power Purchaser shall ensure that any authorizations required of Power Purchaser under this Agreement, including those required for installation of System at the Premises and to drawl consume Solar Power are provided in a timely manner. The Power Purchaser shall cooperate with the Power Producer to obtain such approvals, permits, rebates or other 'financial incentives.
- (d) **Access to Premises Grant of License:** Power 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 Power Purchaser's authorized representative identified by the Power Purchaser. Photo IDs will be provided by the Power Producer. The Power Purchaser will assist in availing permissions to the site.
- (e) **Security:** The building which has enhanced security of Solar Power System Power 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 Power 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. Severity level and period offered can be referred to in Annexure 2. Power 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 Power Purchaser directly or indirectly, such damage will be borne by the Power Purchaser.
- (f) Regardless of whether Power Purchaser is owner of the Premises or leases the Premises from a landlord, Power 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 Power Purchaser nor Power Purchaser's landlord will interferer or handle any of the Power Producer's equipment or the System without written authorization from the Power Producer.

- (g) **Temporary storage space during installation:** Power 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.
- (h) **Sunlight Easements:** Power 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.
- (i) **Evacuation** — Power 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.
- (j) **Water** – The Power Purchaser at zero cost shall provide clean water at a given point as per the requirements of the Power Producer, for periodic cleaning of the solar panels (15-20 liters per kWh per month). For cleaning of solar panels, the Power Producer shall use spray cleaning system (Bosch/ Hitachi or equivalent make) for economical water consumption.
- (k) **Auxiliary Power** — The Power Purchaser shall provide sufficient auxiliary power to the Power Producer for the maintenance and operation of its system, if available and possible, at the rate Power Purchaser is paying to the DISCOM.
- (l) **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 Power 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 7.6. During any interruption in generation during such relocation, the Power 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 to the other that:

- (a) It is duly organized and validly existing and in good standing in the jurisdiction of its incorporation;


  
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- (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 Power Purchaser obligations

Power 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 Power Purchaser pursuant to clause 7. The Power Producer shall notify Power 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 Power Purchaser. Power 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 Power Purchaser based on or related to Power 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 other Party in writing of the cessation or termination of said Force Majeure Event and (iv) provided, however, that Power Purchaser shall not be excused from making any payments and paying any unpaid amounts due in respect of Solar Power delivered to Power 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 Power 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 the period as per RFS document; 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 Power 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) **Power 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, Power Purchaser shall have a right to deliver a notice of its intention to terminate this Agreement ("Power 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 Power Purchaser shall be at liberty avail the services of any other firm / successful bidder.
  - (iii) Following the issue of Power 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 Power Purchaser Preliminary Default Notice or any other such period mutually agreed upon by the Parties, the Power Purchaser shall have the right to terminate this Agreement by issuing a Power Purchaser Termination Notice.
  - (iv) Upon the delivery of the Power 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 Power Purchaser Termination Notice towards compensation to Power 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 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 Power 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) Power Purchaser Default: The following events shall be defaults with respect to Power Purchaser (each, a "Power Purchaser Default")

- (i) An Insolvency Event shall have occurred with respect to Power Purchaser;
  - (ii) The Power 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 Power Purchaser fails to so Cure, or
    - B. Power Purchaser fails to commence and pursue said cure within such sixty (60) day period if a longer cure period is needed; and
  - (iii) The Power 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 7.7 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 Power 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 Power 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 Power 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 Power 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 Power 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 Power Purchaser can claim compensation under any insurance policy, shall not be charged to or payable by the Power Purchaser



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## 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 Power 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 Power 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 Power Purchaser(s) would need to abide by this Agreement. Further, the Power Producer reserves the right to assign whole or part of the assets to lenders/ leasing companies. Power Purchaser may assign its rights under this Agreement, without the prior consent of Power Producer, to an Affiliate or any successor in interest to Power Purchaser, whether by way of merger, reorganization or sale of assets (including any sale of a line of business). This Agreement shall insure to the benefit of and be binding upon Power 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 the 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 Power Purchaser hereby agrees and undertakes that, promptly upon receiving a request from the Power Producer, the Power 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:

<b>Power Producer's address and contact details:</b>	
Name	Kuldeep Jain
Title	Managing Director
Address	Clean Max Enviro Energy Solutions Pvt. Ltd. 33, Ashoka Apartments, Rungtha Lane, off Napeansea Road, Mumbai – 400006, India

Telephone	91-22-23676787 / 88
Email	kuldeep_jain@cleanmaxsolar.com
<b>Power Purchasers address and contact details:</b>	
Name	Ajay Chauhan
Title	Member – Executive Board, Ritnand Balved Education Foundation (RBEF)
Address	Amity University E-27, Defence Colony, New Delhi - 110024
Telephone	91-11- 41888000
Email	ajayc@akcgroup.com

#### 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 Power Purchaser or, if in the course of performing under the Agreement or negotiating the Agreement Power Purchaser learns Confidential Information regarding the facilities or plans of the Power Producer, Power 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, Power 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 Power Purchaser of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. Power 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 Power Purchaser's need for it has expired or upon the request of the Power Producer.
- (b) If the Power 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 Power 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 Power Purchaser and shall be returned to it after the Power Produce's need for it has expired or upon the request of the Power 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 Power 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 "Power Purchaser Indemnified Parties") from and against any and all Losses incurred by the Power 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 Power Purchaser Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Power Purchaser indemnified Party.

### 16.2 Power Purchaser's Indemnity

Subject to Section 13, the Power 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 Power Purchaser's negligence or willful misconduct. Power 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 Power 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 Power Purchaser shall be cumulative and without prejudice to any other right or remedy.

### 17.5 No Waiver

The failure of the Power Producer or Power 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) (Power 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.

  
Registrar  
Amity University Madhya Pradesh  
Gwalior

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AMITY UNIVERSITY MADHYA PRADESH

  
Authorized Signatory

### 17.7 Early termination option

The Power Purchaser may at its discretion terminate this Agreement and takeover the solar plant after the completion of twelve year (12 year) from date of the Commercial Operation Date as defined in section 4.3 (b). In case, the Power Purchaser exercise this option by sending a notice, there will not be any further tariff payment applicable from date of such a termination. Under such a circumstance, Power Purchaser may appoint the Power Producer as its O&M contractor on mutually agreed terms between the Power Purchaser and the Power Producer.

### 17.8 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. Any Dispute that cannot be settled through conciliation procedure shall be referred to arbitration in accordance with the procedure given below. The Parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made. Cost of conciliation shall be equally shared by both the parties.
- (c) **Arbitration Procedure:**

#### Settlement of Dispute:

If any dispute of any kind whatsoever arises between Power Purchaser and Power Producer in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consent.

If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to arbitration as hereafter provided regarding matter under dispute. No arbitration proceedings will commence unless such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance with Sub Clause 17.7 (c), shall be finally settled by arbitration as mentioned below.

#### In case the Contractor (Power Producer) is a Public Sector Enterprise or a Government Department:

In case the Contractor is a Public Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved

by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusive. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

**In All Other Cases:**

In all other cases, any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.

The Power Purchaser and the Power Producer shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within Thirty (30) days after the later of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for third arbitrator which shall be the President, Institution of Engineers.

If one party fails to appoint its arbitrator within thirty (30) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.

If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in Clause 17.7 (Governing Law) and a substitute shall be appointed in the same manner as the original arbitrator.

Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be New Delhi.

The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.

The arbitrator(s) shall give reasoned award.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless they otherwise agree.

Cost of arbitration shall be equally shared between the Power Producer and Power Purchaser.

**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



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Gwalior



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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 Power 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 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 Power 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 Power Purchaser.**

**17.16 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.



Registrar

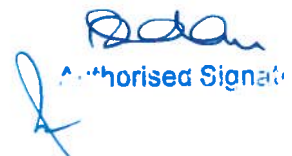
Amity University Madhya Pradesh  
Gwalior





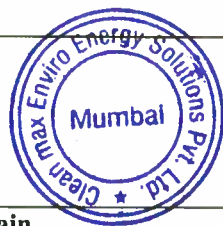
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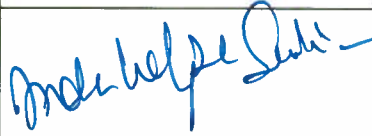


For AMITY UNIVERSITY MADHYA PRADESH

  
Authorised Signatory

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.

<b>For and on behalf of -</b> Amity University Madhya Pradesh	<b>Accepted by -</b> Clean Max Enviro Energy Solutions Pvt. Ltd.
Through its authorized representative	
 Authorized Signat	 
<b>Name: Mr. Ajay Chauhan</b>	<b>Name: Kuldeep Jain</b>
<b>Title: Member – Executive Board Ritnand Balved Education Foundation (RBEF)</b>	<b>Title: Managing Director</b>

WITNESSES		WITNESSES	
1) Signature:		1) Signature:	
Name:	RAJU SAINI	Name:	INDUKALPA SAINI
Designation:		Designation:	

2) Signature:		2) Signature	
Name:		Name	
Designation:		Designation	

**SCHEDULE I**

Description of the Premises:

Premises Overview	Amity University Madhya Pradesh, Maharajpura (Opp. Airport), Gwalior (MP) – 474020
Segment	University campus buildings
Type of Roof	Flat Concrete (RCC)
Hours of Operation	24 hours
Security	Gated Complex with dedicated round the clock security arrangement
<b>Capacity and Area Requirement</b>	
Capacity	300 kWp on rooftops
Module Area	1863 sqr mtr (PV System) – Rooftop
Number of Building	3 buildings within the campus
Roofs	Multiple RCC roofs




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Amity University Madhya Pradesh  
Gwalior



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## SCHEDULE II

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

The Power Purchase shall pay the Power Producer for solar power as per the following tariff schedule.

Year	Tariff (Rs/kWh)
Year 1	4.80
Year 2	4.85
Year 3	4.90
Year 4	4.95
Year 5	5.00
Year 6	5.05
Year 7	5.10
Year 8	5.15
Year 9	5.20
Year 10	5.20
Year 11	5.20
Year 12	5.20
Year 13	5.20
Year 14	5.20
Year 15	5.20
Year 16	5.20
Year 17	5.20
Year 18	5.20
Year 19	5.20
Year 20	5.20
Year 21	5.20
Year 22	5.20
Year 23	5.20
Year 24	5.20
Year 25	5.20

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

  
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Gwalior



AMITY UNIVERSITY MADHYA PRADESH

  
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### SCHEDULE III

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.

The Price Agreed between the Power Purchaser and the Power Producer are as follows.

Year of Term (End of Year)	Purchase Price (in Rs per Wp)
1	Lock-in period, no buyout
2	Lock-in period, no buyout
3	Lock-in period, no buyout
4	44.00
5	40.85
6	36.35
7	31.40
8	27.30
9	22.85
10	18.95
11	14.70
12	7.95
13	N.A.
14	N.A.
15	N.A.
16	N.A.
17	N.A.
18	N.A.
19	N.A.
20	N.A.
21	N.A.
22	N.A.
23	N.A.
24	N.A.
25	N.A.

  
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Amity University Madhya Pradesh  
Gwalior

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AMITY UNIVERSITY MADHYA PRADESH

  
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**SCHEDULE IV**


	Project:	300 kWp Solar On-Grid Power Project, Amity University Madhya Pradesh	
	Location	Amity University Gwalior, Madhya Pradesh – 474020	
	Design Criteria		
Expected Yearly Energy Generation Sheet			
End of	Yearly Degradation	Global incident in coll. Plane (GlobInc) 'kWh/Sq.mtr' Yearly	Energy injected into grid (E_Grid)
	(Modules & System)		'kWh' Yearly 'A'
Year	Degradation consider in PV system generation data		
1	1.00%	1876	4,54,800
2	1.00%	1876	4,50,252
3	1.00%	1876	4,45,749
4	1.00%	1876	4,41,292
5	1.00%	1876	4,36,879
6	1.00%	1876	4,32,510
7	1.00%	1876	4,28,185
8	1.00%	1876	4,23,903
9	1.00%	1876	4,19,664
10	1.00%	1876	4,15,468
11	1.00%	1876	4,11,313
12	1.00%	1876	4,07,200
13	1.00%	1876	4,03,128
14	1.00%	1876	3,99,097
15	1.00%	1876	3,95,106
16	1.00%	1876	3,91,155
17	1.00%	1876	3,87,243
18	1.00%	1876	3,83,371
19	1.00%	1876	3,79,537
20	1.00%	1876	3,75,741
21	1.00%	1876	3,71,984
22	1.00%	1876	3,68,264
23	1.00%	1876	3,64,582
24	1.00%	1876	3,60,936
25	1.00%	1876	3,57,326

  
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 Amity University Madhya Pradesh  
 Gwalior





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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, approval from the office of the Chief Electrical Inspector. The Power Producer shall also obtain the Net Metering permission for the solar project from the distribution utility.

2. To be obtained by the Power Purchaser

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



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Registrar  
Amity University Madhya Pradesh  
Gwalior





AMITY UNIVERSITY MADHYA PRADESH

  
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**ANNEXURE-I**

NAME OF THE BENEFICIARY	Clean Max Enviro Energy Solutions Pvt. Ltd.
PRINCIPAL PLACE OF BUSINESS & ADDRESS	Mumbai Address: 33, Ashoka Apartments, Rungta Lane, off Napeansea Road, Mumbai - 400006
NAME OF THE BANK	IDBI Bank Limited
BANK ADDRESS	Plot No. C/7, G Block, BKC, Bandra-East, Mumbai - 400051
BANK ACCOUNT NO.	1001103000001656
TYPE OF BANK ACCOUNT - SB/CA/CC	
IFSC/NEFT/RTGS CODE	IBKL0001001
MICR CODE	400259085
PAN CARD NO.	AAECC1568J
PHONE NO./FAX NO. WITH STD CODE	022-23676785
EMAIL ID OF CONTACT PERSON	tejas_shah@cleanmaxsolar.com

AMITY UNIVERSITY MADHYA PRADESH

*[Handwritten Signature]*

*[Handwritten Signature]* Authorised Signat

*[Handwritten Signature]*

Registrar

Amity University Madhya Pradesh  
Gwalior

*[Handwritten Signature]*





# CLEANMAX IPP 1 PRIVATE LIMITED

## Bill of Supply

Invoice No.	10010704
HSN No	27160000
Payer Name	Amity University
Payer Address	Amity University, Opposite to Potato Research center Bhind Road, Maharajpura, Gwalior Madhya Pradesh 474020
Solar Plant Total Capacity	307.2 kWp
Bill Date	04 Aug 2021
Bill Supplies Upto	31 Jul 2021
Bill Amount Payable	Rs. 1,67,699
Bill Amount Payable (in words)	Rupees One Lakh Sixty Seven Thousand Six Hundred and Ninety Nine Only /-

Item	Quantity	Unit	Comment
Current Meter Reading (A)	13,81,483.47	kWh	
Previous Meter Reading (B)	13,48,514.94	kWh	
Total Units Billed (C=A-B)	32,968.53	kWh	
Tariff Per Unit (D)	4.95	Rs/kWh	
Total Solar Charges (E=(D*E))	1,63,194.22	Rs	
Late Payment Charges (F)	4,337.00	Rs	Late Fee - Nov'20, Mar'21, May'21
TCS (G)	167.531	Rs	
Total Charges(J)=E+F+G	1,67,698.75	Rs	

Due Date of Bill Payment	25 Aug 2021
Avail Discount Date	13 Aug 2021
Bill amount if early discount availed	Rs.1,66,881.95
Late payment penalty	Bills paid after due date of bill payment will be charged a penalty at rate of 1.0% per month on the total bill amount payable
Bank Details	Beneficiary Name: Clean Max IPP 1 Private Limited Bank Name: State Bank of India Acc No: 36753518054 Account Type: Current IFSC code: SBIN0004791 Branch Name: Cuffe Parade Branch (WTC) Branch Code: 4791 Address: Cuffe Parade Branch (WTC)
Offtaker PAN Number:	AAATR7314Q
Investor PAN Number:	AAGCC8736Q

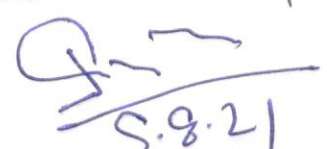
For any billing related queries/clarifications, please send an email to [billing@cleanmax.com](mailto:billing@cleanmax.com)

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Digitally signed by  
S REGINA GRACE  
Date: 2021.08.04  
15:19:20 +05'30'



Registrar

Amity University Madhya Pradesh  
Gwalior

Checked and verified by  
  
S.8.21

Jitendra Singh  
Electrical Engg.  
Amity University Gwalior

Cleanmax IPP 1 Pvt. Ltd.

Registered Office: 13-A, Floor 13, Plot-400, The Peregrine Apartment, Kismat Cinema, Prabhadevi Mumbai- 400 025, Maharashtra India

Website: [www.cleanmaxsolar.com](http://www.cleanmaxsolar.com)

E-mail: [info@cleanmaxsolar.com](mailto:info@cleanmaxsolar.com)

Tel: 022-23676785/87/88

CIN No.: U74999MH2017PTC292173

Mumbai

NCR

Bangalore

Pune

Chennai

# CLEANMAX IPP 1 PRIVATE LIMITED

## SUMMARY

<b>Payer Name</b>	Amity University
<b>Payer Address</b>	Amity University, Opposite to Potato Research center Bhind Road, Maharajpura, Gwalior Madhya Pradesh 474020
<b>Solar plant total capacity</b>	307.2 kWp
<b>Bill Date</b>	04 Aug 2021
<b>Bill Supplies Upto</b>	31 Jul 2021

Location/ Building	Capacity (kWp)	Reading Type	Current reading (A)	Previous reading kWh (B)	Billable units (C= A-B)	Rate per kWh (D)	Comments
Amity Gwalior, Block- A	160.00	Energy Meter	7,09,525.19 ✓	6,92,327.5 ✓	17,197.68 ✓	4.95	
Amity Gwalior, Block-B	83.2	Energy Meter	3,82,945.53 ✓	3,73,773.03 ✓	9,172.5 ✓	4.95	
Amity Gwalior, Block- C	64.00	Energy Meter	2,89,012.75 ✓	2,82,414.41 ✓	6,598.34 ✓	4.95	
<b>Total</b>	<b>307.2</b>		<b>13,81,483.47</b>	<b>13,48,514.94</b>	<b>32,968.53</b>		

For any billing related queries/clarifications, please send an email to [billing@cleanmax.com](mailto:billing@cleanmax.com)

  
5.8.21  
**Jitendra Singh**  
Electrical Engg.  
Amity University Gwalior

  
**Registrar**  
Amity University Madhya Pradesh  
Gwalior

Cleanmax IPP 1 Pvt. Ltd.

Registered Office: 13-A, Floor 13, Plot - 400, The Peregrine Apartment, Kismat Cinema, Prabhadevi Mumbai- 400 025, Maharashtra India

Website: [www.cleanmaxsolar.com](http://www.cleanmaxsolar.com)

E-mail: [info@cleanmaxsolar.com](mailto:info@cleanmaxsolar.com)

Tel: 022-23676785/87/88

CIN No.: U74999MH2017PTC292173

Mumbai

NCR

Bangalore

Pune

Chennai

**Er. RAJESH BISARIA**

B.E.(Elect.),Chartered Engineer, LEE,  
Associate member of Institution of Engineers ( India ) ( A.M.I.E. )  
Member of Consultancy Development Center, Ministry of Science & Technology, Delhi ( CDC )  
Life Member of Indian Society of Lighting Engineers, ( ISLE ),  
Life Member of Indian Society for Technical Education, ( MIST )  
Member of Indian Society of Heating, Refrigeration and Air-conditioning Engineers ( ISHRAE )  
Member of Indian Association of Energy management Professionals ( IAEMP )

M/s, RITANAND BALVED EDUCATION  
FOUNDATION  
(Amity University)  
Opposite Reserch Centre , Bhind Road ,  
Maharajpura Gwalior -20 , MP India

Date : 28 Nov, 2017

Ref : RB/BPL/SO/EL/001

Dear Sir,

**SUB : Inspection report of Roof Top Grid Connected 307.2 KWp Solar Photovoltaic Plant (SPV) Installed in the above premises as per CEA (measures relating to safety & electrical installation) Regulation 2010.**

In view of installation and commissioning of said SPV Power Plant by M/s Clean Max Enviro Energy Solutions Pvt. Ltd (Regn. No. U93090MH2010PTC208425 and empanelment No. MNRE/CP/GCRT/A/1714 as a channel partner to M/s AN Electromech, Solar/ Infrastructure, Om Shubham Plaza, Shop No. SF-234, SCO — 90-91, Near Sagar Cinema, Sector —16, Faridabad, the said plant site was visited by representative of this office on 28.11.2017 in the capacity of Chartered Electrical Safety Engineer (Govt. of Madhya Pradesh). On scrutiny, installation and commissioning of 307.2 KWp roof Top Grid Connected SPV Power Plant found safe & satisfactory. Following safety points need to be certified separately by M/s Clean Max Enviro Energy Solutions Pvt. Ltd.:-

1. Solar Photovoltaic Panels are as per specifications.
2. String inverters are water and vermin proof with SPD (Surge Protection Device).
3. Lightning Arrestors (LAs) used to protect system from lightning.
4. Earthing is provided to solar panels, Invertors, ACDBs, etc. for safety.
5. All other protections are installed in String Inverter.
6. Emergency Power off is in circuit.

**Registrar**

**Amity University Madhya Pradesh  
Gwalior**

Thanking you  
Yours faithfully

( Rajesh Bisaria )  
Chartered Engineer





# Madhya Pradesh Madhya Kshetra Vidyut Vitaran Co. Ltd., Bhopal

Bijli Nagar Colony, Nishtha Parisar, Govindpura, Bhopal - 462023 || PAN No. AADCM6799G

htbilling.mpcz@gmail.com

Website: portal.mpcz.in

Bill ID : H5238022000-202106-1	27-JUN-2021	Last Dates Of Payment	1. By Online	12-JUL-2021
Date Of Issue :	June-2021			
Bill month :				
<b>MS RITANAND BALVED EDUCATION FOUNDATION (AMITY UNIVERSITY) OPP.POTATO REARCH CENTER BHIND ROAD, MAHARAJPURA GWALIOR-20</b>		<b>Loc Code 2406100</b>		
<b>Mob. No. 7049791511</b>		<b>Cons. Code H5238022000 Old Cons. Code 2406100597019</b>		
<b>Email Id jsingh1@gwa.amity.edu</b>		<b>PAN : AAATR7314Q S/C No : 597019</b>		
		<b>Total SD Held : Rs. 3536256.00</b>		
		<b>Meter SD : Rs. 88000</b>		
		<b>Connection Date : 24/02/2011</b>		
		<b>Supply Voltage : 33 KV</b>		
		<b>Purpose : FOR NON-INDUSTRIAL PURPOSE</b>		

Cont. Demand 1600 KVA [TempCd 0] [Standby CD 0] * Tariff HV-3.2.B Non-Industrial on 33KV				676800.00
Feeder Name: 0	6.000000	0.000000	<b>Fixed Charges</b>	
Meter No. XD428818 MF	1	11	1440 * 470	
* AMR Reading	96.00000	0.00000	<b>Energy Charges</b>	188572.50
Max Demand Recorded	0.00000	0.00000	26010 * 7.25	
Transformer Loss	576.00000	0.00000	<b>FCA Charges</b>	260.10
Total Max Demand	0.00000	0.00000	26010 * 0.01	
Adjustment	576.00000	0.00000	<b>PF Incentive</b>	-3776.65
Net Max Demand	1440.00000	0.00000	188832.60 * 2	
Billing Demand			<b>Electricity Duty</b>	28325.00
Energy Units (KWH) Reading			26010 * 15%	
On 23-JUN-2021	374768.00000	0.00000	<b>TOD Rebate</b>	-24672.38
On 23-MAY-2021	368851.00000	0.00000	16992 * 7.2600 * 0.20	
DIFFERENCE With MF	35502.00000	0.00000	<b>TMM Difference (+)</b>	391427.50
Transformer Loss	0.00000	0.00000	53990 * 7.25	
Adjustment	0.00000	0.00000	<b>Rebate On Online Payment</b>	-1000.00
Total Units	35502.00000	0.00000	<b>Surcharge On Outstanding Amount</b>	15841.00
Net Units Supplied	26010.00000	0.00000	<b>Round Off Adj</b>	-0.07
Peak Period :	9018.00000	0.00000		
Off Peak Period :	16992.00000	0.00000		
KWH EXPORT :	9492.00000	0.00000	<b>CURRENT MONTH BILL</b>	1271777.00
KWH EXPORT Adj :	9492.00000	0.00000	Arrears Inc. Cumm. Surch.	0.00
Current CF Units :	0.00000	0.00000	SD Int. on 3624256 @ 4.25%	-13082.00
Previous CF Units :	0.00000	0.00000	TDS on 13082 @ 10.00%	1308.00
Demand in excess of CD.	0	0	<b>NET BILL PAYABLE</b>	1260003.00
KVAH Units Reading			<b>Rs. TWELVE LAKH SIXTY THOUSAND AND THREE ONLY</b>	
On 23-JUN-2021	381663.00000	0.00000	<b>NET BILL PAYABLE AFTER DUE DATE</b>	1275753.00
On 23-MAY-2021	375535.00000	0.00000		
DIFFERENCE With MF	36768.00000	0.00000		
Transformer Loss	0.00000	0.00000		
Adjustment	0.00000	0.00000		
Total Units	36768.00000	0.00000		
Net KVAH Units Supplied	26938.00000	0.00000		
Kvah Export	9830.00000	0.00000		
Kvah Export Adj	9830.00000	0.00000		
Scheduled Outage Hours : ---				
Avg PowerFactor 0.97		Avg Load Factor 2.000		
Avg PowerFactor for Incentive/Surcharge		0.9656		
Progressive KWH Consumption Upto Current Month	98802.000			
Progressive Current Month Bill Total (Rs.)	2572034.00			

Month Year	CD	Consumption		
June-2015	1100	204360.00		
Previous Month Bill Amount		1267268.00		
Last Month Payment Details: Total Amt. 1267268				
Date	Mode	Receipt No.	Amt (Rs.)	
16-JUN-2021	NEFT	185798426825	1267268	
Previous Reading Details				
MTH	Type	Date	MF	KWH Reading
MAY-21	AMR	23-MAY-2021	6.000000	368851.00
APR-21	AMR	23-APR-2021	6.000000	364125.00
MAR-21	AMR	23-MAR-2021	6.000000	352175.00
FEB-21	AMR	23-FEB-2021	6.000000	341994.00
JAN-21	AMR	23-JAN-2021	6.000000	334795.00
DEC-20	AMR	23-DEC-2020	6.000000	327915.00

Accounts Officer (HT E-Billing Cell)  
M.P.M.K.V.V.Co. Ltd., Bhopal

\*\*This bill is system generated hence does not require a signature, also no hard copy of bill, will be sent by the Company.

*(Signature)*  
Registrar  
Amity University Madhya Pradesh  
Gwalior

- An incentive of prompt payment 0.25% of bill amount (Excluding arrears, Security deposit, Meter rent and Govt. levies viz Electricity duty and cess) shall be given as per applicable tariff.
- SBI online payment facility started through SBI Collect for HT consumer through company portal <https://portal.mpcz.in> or Upay App(Available on Google Play Store).
- The payment of the Bill through RTGS/NEFT are to be made in favour of AO MPCZ HT REVENUE COLLECTION A/C, Bhopal in SBI Commercial Branch, Account no. 38620669533, IFS Code SBIN0001920. The payment confirmation to be submitted immediately mentioning with your Consumer code and name of connection through E-mail [htbilling.mpcz@gmail.com](mailto:htbilling.mpcz@gmail.com) for smooth punching in your account.
- Cheque payments are not acceptable.
- Any clarification required, please contact on 0755-2601167 or mail to [htbilling.mpcz@gmail.com](mailto:htbilling.mpcz@gmail.com).
- The bill is payable within due date, even if consumer feels that there is any discrepancy and/ or clarification are called for, the Consumer is requested to pay in full provisionally or under protest subject to subsequent adjustment.
- The MPMKVVCL has filed Income Tax Returns u/s 139(1) of Income Tax Act, 1961 for AY 19-20 and AY 20-21 on 25/10/2019 and 27/01/2021 respectively.

Checked and Verified  
*(Signature)*  
29.6.21

Net Payable Amount:- Rs - 1260003/-  
Last Date! - 12-07-2021





**AMITY UNIVERSITY GWALIOR  
AMITY UNIVERSITY MADHYA PRADESH**

**GWALIOR - 474005 , MADHYA PRADESH , INDIA**

**PURCHASE ORDER**

**PO Number :** AU GWALIOR/PO/2019-20/03471

**PO Date :** 14-11-2019

**Status:** Approved

<b>Vendor Address</b> : DMS2 Soryushon Private Ltd 5, Ambedkar Road, 2nd Floor Ghaziabad , Uttar Pradesh , India Email id : <b>Contact Person</b> : Mr.Deepak Agarwal <b>Contact</b> : 9958007566 <b>VAT No. :</b> : <b>Billing Address</b> : AMITY UNIVERSITY GWALIOR AMITY UNIVERSITY MADHYA PRADESH,474005		<b>Site Address</b> AMITY UNIVERSITY GWALIOR AMITY UNIVERSITY MADHYA PRADESH GWALIOR - 474005 , MADHYA PRADESH , INDIA <b>Contact Name</b> : <b>Contact Email</b> : <b>Contact No</b> : <b>Cost Center</b> : Construction Divison-RBEF <b>GSTIN</b> : 23AAATR7314Q1Z6 <b>PAN No.</b> :	
<b>TIN No. :</b> : <b>GSTIN</b> : 09AAGCD1499P1ZV			

Sr No.	Description	Specification	Qty	UOM	Price	Discount	Tax	Charge	Item Cost
1	RDET47879 IP65 floor/pole mounted IP65 panel for controlling upto 30 LED lights of 190W. The panel will enable the lights and its power consumption as per the decided schedule every day , MAKE	1 panel required for every 30 lights -	3.00	Nos	25,000.00	0.00	0.00	0.00	75,000.00
2	RDET47877 LED Floodlight 190W with integral dimmable driver (0-10V) having pf> 95, THD< 15% and PDC Aluminium housing with toughened glass for IP 65 degree of protection , Make : Orient		76.00	Nos	9,000.00	0.00	0.00	0.00	684,000.00
									0.00
<b>Discounts</b>									0.00
<b>Charges</b>									0.00
<b>Taxes</b>									0.00

<b>Grand Total :</b>	<b>Rupee Seven Lakh Fifty Nine Thousand Only</b>	<b>759,000.00</b>
<b>Grand Total (Rounded off) :</b>	<b>Rupee Seven Lakh Fifty Nine Thousand Only</b>	<b>759,000.00</b>

- Purchase Clauses**
- Please find attached order copy with all invoices and submit one original set of invoice to the purchase department and another to the user department
  - Attached duly signed delievery / installation report alongwith invoice for payment processing
  - Purchase order number and date must appear on all related correspondence , shipping papers and invoices
  - Confirmation and supply of material under this purchase order shall be deemed to be acceptance of the terms and conditions specified under this purchase order
  - Packing should be strong enough to avoid and damage / pilferage during transit.Enough precautions to be taken during packing.
  - Proper labelling to be done
  - All taxes applicable to respective state of delievery E.g Entry tax , octroi etc to be paid by you
  - Upon Duly and satisfactorily Deliver ,Tested and installed in working conditions of Ordered items, It is mandatory for you to immediately inform through mail to us with a copy by default to mmudgal(at)amity.edu , failing to Duly and satisfactorily Deliver ,Tested and installed in working conditions on time mail information, penalty of 0.5% per week or a maximum of 2% of total PO value, will be imposed.
  - Upon Delivery of Ordered items, It is mandatory for you to immediately inform us through mail, with a copy by default to Purchase dept. Late delivery will attract penalty of 0.5% per week or part thereof on the basic value, up to a maximum of 2% of total Basic value

<b>Additional Information</b>	
1. Email ID	
2. Contact Number	9179397164
3. Recipient	Vinod Kumar
4. Approved By	C4
5. PR NO	1630
6. CIF_CIP_FOB	

**Registrar  
Amity University Madhya Pradesh  
Gwalior**

Visit <https://www.tcsion.com/vendorportal/> to view online the Purchase Order details of all ION Customers serviced by you.



AMITY UNIVERSITY GWALIOR  
AMITY UNIVERSITY MADHYA PRADESH

GWALIOR - 474005 , MADHYA PRADESH , INDIA

PO Number : AU GWALIOR/PO/2019-20/03471

Vendor : DMS2 Soryushon Private Ltd

7. PR DATE 2019-11-08 00:00:00

Comments

: GST Extra as applicable.  
Freight Included  
Payment Term 25% advance along with the PO and balance within 30 days from the date of delivery of material at site.  
Programming Extra@Rs 25000/- for Gwalior Campus  
Delivery Period Within 6-8 weeks from the date of Order.  
Warranty 5 Year on Fixture & Driver.  
Dimmable LED Lighting Solution: Gwalior Campus

Created By  
Sumit Naithani

Acknowledged By

Authorised Signature and Date  
J. Kaushik

Registrar  
Amity University Madhya Pradesh  
Gwalior

Visit <https://www.tcsion.com/vendorportal/> to view online the Purchase Order details of all ION Customers serviced by you.

**From:** Jitendra Singh <jsingh1@gwa.amity.edu>  
**Sent:** Tuesday, April 12, 2022 11:17 AM  
**To:** Umesh Kumar Sharma <uksharma@gwa.amity.edu>  
**Cc:** Col.S.K.Sethi <sksethi@gwa.amity.edu>; R. K. Singh <erkunwar@amity.edu>; Anand Mohan Srivastava <amsrivastava@amity.edu>  
**Subject:** Load Optimization

Dear Sir,

This is to bring your kind attention that, yesterday our load demand touched the top Peake ever. Yesterday's peak load observed 1432 KVA where our sanctioned load demand 1600 KVA and transformer peak temperature observed 60°C. To avoid overload penalty, load optimization is necessary.

To maintain optimum use of power, following points to be maintained.

- (i) All rooms (including classroom, Lab, hostel, staff room) temperature should maintain more than 25 °C. (Presently it is maintaining less than 24 °C as per HVAC operator information)
- (ii) All room's doors and windows should be kept closed when AC ON.
- (iii) Domestic pumps should operate before 9 AM and after 3 PM except emergency.
- (iv) Always switched OFF unnecessary fan and light inside the campus.
- (v) Hence, you are requested to inform respective officers/ authority to maintain the same.

**Thanks & Regards**

**Jitendra Singh**

**Sr. Electrical Engineer**

**Amity University Gwalior (MP)**

**Mobile No-+917049791511**

**Ext No-6229**

**Mail id. [jsingh1@gwa.amity.edu](mailto:jsingh1@gwa.amity.edu)**

  
**Registrar**  
**Amity University Madhya Pradesh**  
**Gwalior**