7.1.2 Supporting Documents

C. A. Y. M. E. Trust's
Siddhant College of Engineering.
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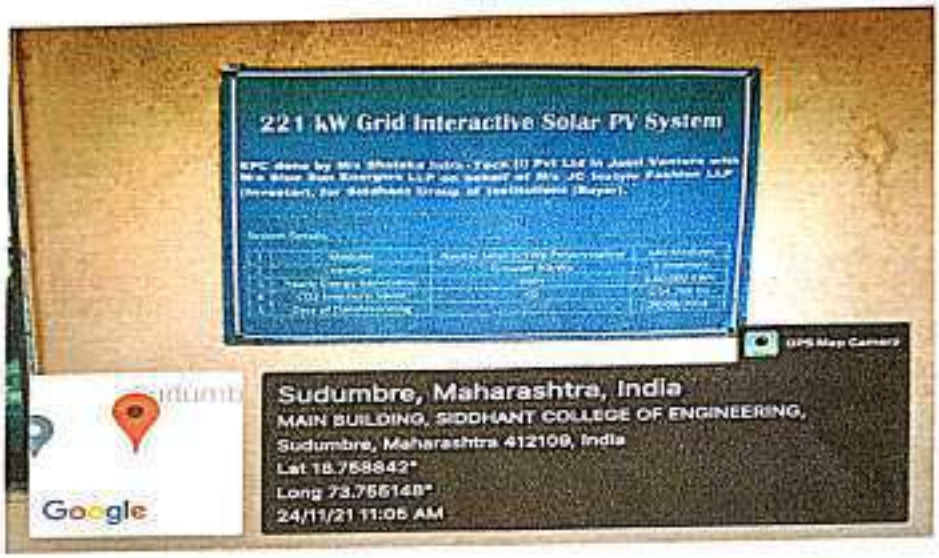
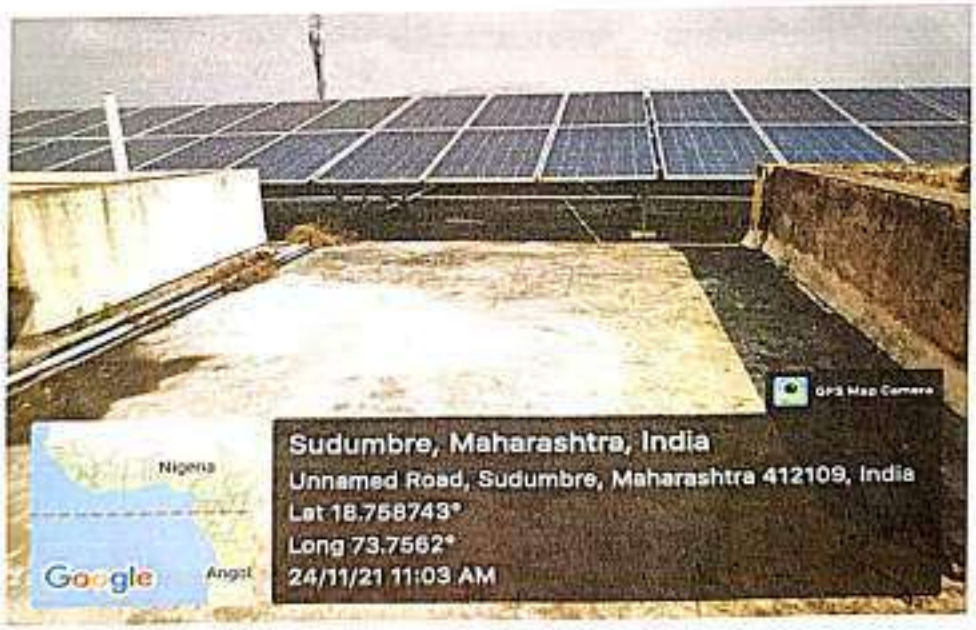
At. Post - Sudumbare, Tal. - Maval, Dist. - Pune, PIN - 412 109. ☎ 02114-661904.

Shri. Rajendra Singh Yadav.
President.

Dr.L.V.Kamble
Principal.

SOLAR DETAILS





Siddhant College of Engineering
SEAL
Sudumbre, Pune 412109

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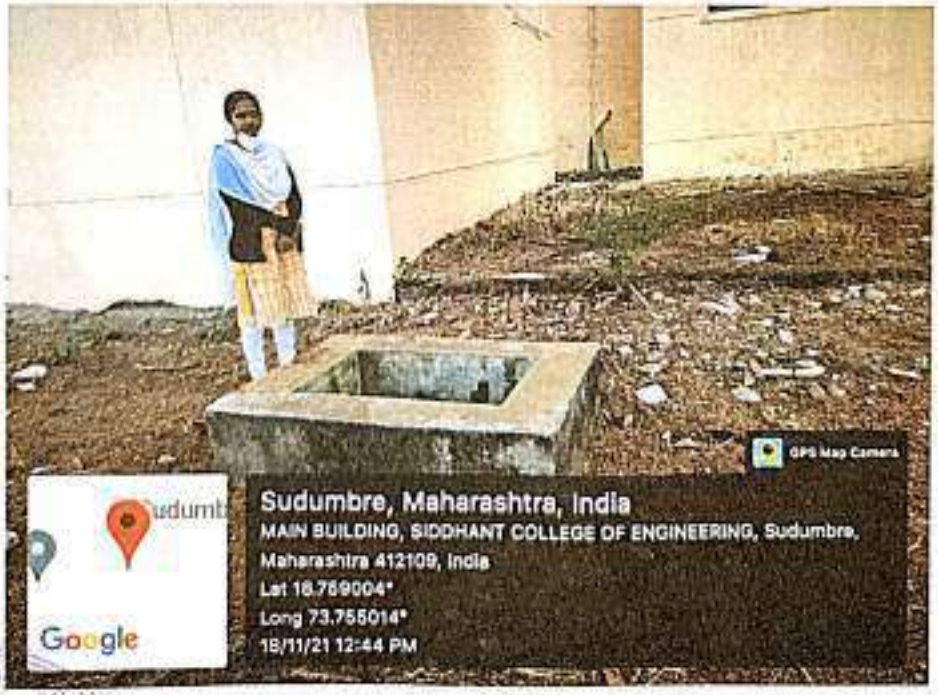
Shri. Rajendra Singh Yadav.
President.

Dr.L.V.Kamble
Principal.

E-WASTE

SOLID WASTE



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WATER CONSERVATION
RAIN WATER

RAIN WATER COLLECTION AT WELL

Siddhant College of Engineering
SEAL
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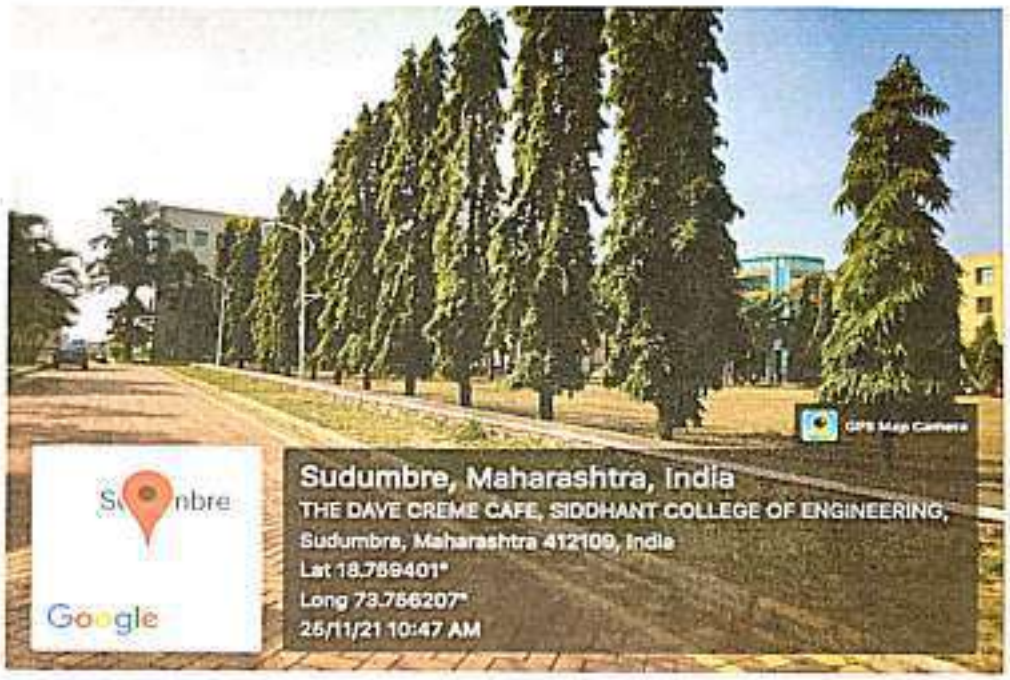
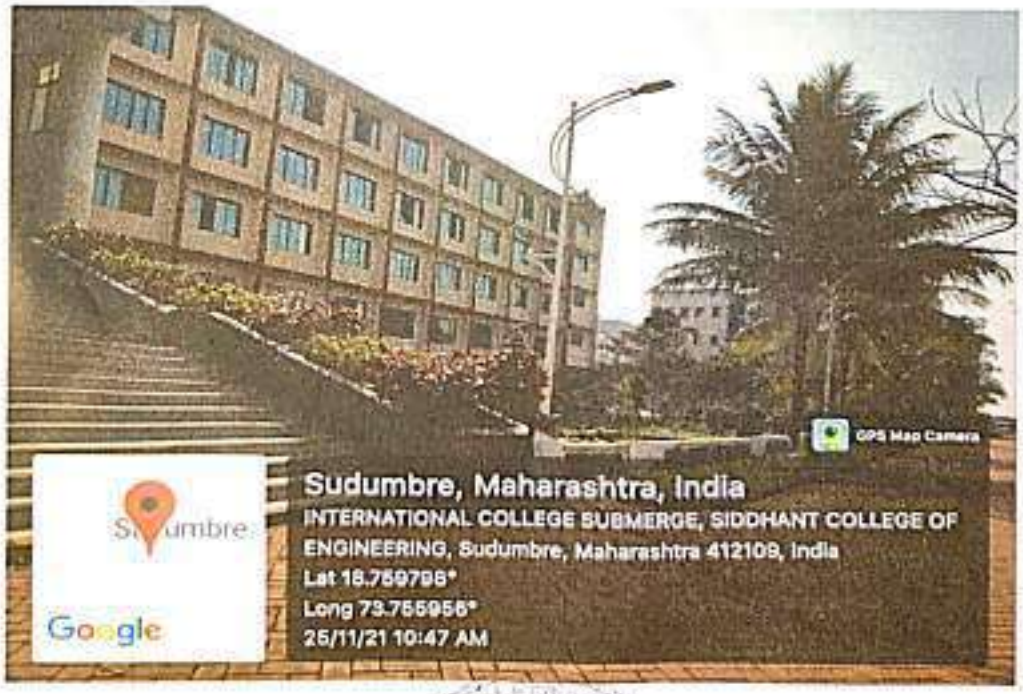
GREEN CAMPUS





Siddhant College of Engineering Sudumbre, Pune-412

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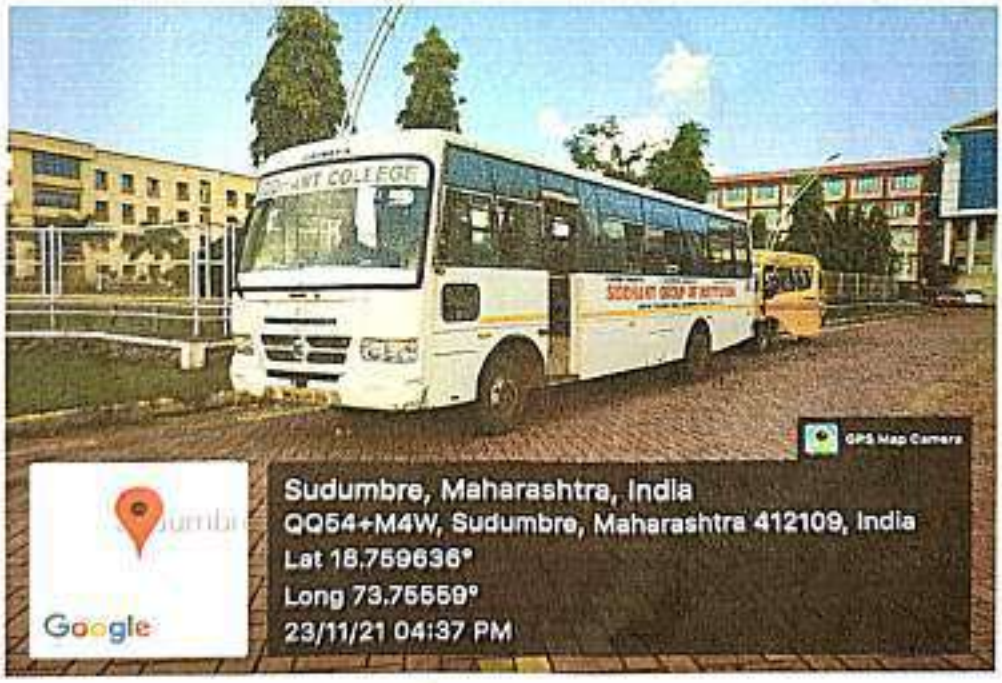
INSTITUTION FACILITIES

BUS TRANSPORT



Siddhant College of Engineering
Sudumbre, Pune-412109

Siddhant College of Engineering
SEAL
Sudumbre, Pune-412109

GOVERNMENT OF MAHARASHTRA
WATER RESOURCES DEPARTMENT
Pune Irrigation Division, Pune

Name Of Sub Division	: -	Khadakwasla Canal Sub Division No.02
Name Of Section	: -	Moshi irrigation section
Month	: -	01.07.2023 to 31.08.2023
Consumer No.	: -	2
Name and address of Consumer	: -	Cha dhari Attarsing Yadav Memorial Education Trust, At Post Sad. imbare Ta. Maval Dist. Pune

JULY - AUGUST
2023

1	Water Source	: -	Sudha River Sudumbare KT Weir		
2	Uptodate water use	: -			
3	Yearly Sanctioned Quota	: -	0.01533 mm^3		No Agreement
4	Purpose Of water use	: -	Domestic		
5	Current meter reading	: -			Meter Installed Not Calibrated
6	Previous meter reading	: -			
7	Total unit consumed in month	: -	2604.00	M3	
8	Base Of Water billing				
(a)	Average : -				
(b)	Annual 90 % of Sanctioned quota	: -	13797.00	M3	
(c)	Annual 125 % of Sanctioned quota	: -	19162.50	M3	
9	Base Rate in Rs. / Cum	: -	Rs.	6.050	PER M3
	Applicable Regular / Penality	: -	Rs.	24.200	PER M3
10	Due Date Of Payment	: -	29.09.2023		

Particulars	Water Consumption (01 CUM) Units	Water Charges in Rs.	20 % L.F.C. Zilla Parishad Tax in Rs.	10 % Extra S.C. on Previous bill L.F.C. Zilla Parishad Tax	2 % Extra S.C.	Total amount Of bill Payable in Rs.
PREVIOUS ARREARS	0.00	6204132.00	270060.00	-	-	6474192
Current Water Charges	2604.00	63017.00	3151.00	-	-	66168
Late penalty		0.00				0
Total Water Charges		**6267149.00**	**273211.00**	**0**	**0**	**6540360**

Total amount to be Paid in Rs.	6540360
10 % P.A.Extra S.C.if not Paid within due date in Rs.	106036
Amount Payable after due date in Rs.	6646396

Bill is payable with two seperate Cheques / D.D.of any Bank payable @ Pune as below		With in due date	After Due Date	
(1) Cheque/ D.D No.1	Amt.Rs.	6267149	6373165	Water Charges
(2) Cheque/ D.D No.2	Amt.Rs.	273211	273211	Local Fund Charges
Total		6540360	6646396	

The Bill may paid in the office of the Sub Division
Outward No.kdk/NI/ 2522/2023
Date -14/09/2023

(R. B. Gavhankar)
Assistant Engineer - 01
Khadakwasla Canal Sub Division No.02

Copy Submitted to the, Executive Engineer, Pune Irrigation Division, Pune - 01 , for information

Copy Submitted to the, Assistant Engineer - 02 , Moshi Irrigation Section, Moshi for information & necessary action

1. Payment by cheque in exceptional cases will be entertained with bank commision born by the Consumer
2. Demand Draft for Payment of water charges may please be drawn in the name of Executive Engineer, Pune Irrigation Division, Pune - 1 under intimation to concerned Sub Division
3. The water meter reading or pumping hours statement for a month shall be forwarded by the consumer to the Sub Division before 5 th of the succeeding month otherwise bill will be charged as per full demand as specified in the agreement
4. The Surcharge 10 % will be charged if the consumer fails to pay the bill within the due date mentioned above
5. Water meter must be fixed on water line at an earlist, if not installed

Siddhant College of Engineering, Sudumbare, Pune-412109 BEAL

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GST INVOICE

RONAK PHARMA

Sh. No. 53 & 54, Mayur Trade Centre, Opp. Unique Hospital-Dawa Bazar, Chinchwad, Pune - 411019.
Tel. : 27453666 • Mob. : 9423238660 / 9423863041

Invoice No. : 5753
C/C Nemo
Date : 07/08/2023
S.Man :

M/S. SIDDHANT COLLEGE OF ENGINEERING
SUDUMARE KAVAL
GST NO. : 27ACTPK7846
D.L.NO.:

MFG	GST%	PRODUCT	HSN CODE	PACK	QNTY.	FREE	BATCH NO.	EXP. DT.	M.R.P.	RATE	AMOUNT
MED	5.0	WHEEL CHAIR OXYMED	8713PCS		1	0	MAG	00/00	0.00	4286.00	4286.00

CAYM Educ. Trust, Sudumbare
SECURITY MAIN GATE
INWARD
S. No.: 8414 Dt.: 07/08/23
Sign. of Sec. I/C.:
Sign. of Store I/C.:
Admin. Officer

NOTE : Cost 2.5% & 18%

For RONAK PHARMA

CHECKED BY

CASH ONLY AT COUNTER
CASH DISC.:
C.N. NO./AMT.:

GROSS	4,286.00
ADD	
LESS	214.30
NET AMT. :	4,500.00

CARE SOFTWARE 9822633375

Siddhant College of Engineering Sudumbare, Pune-412109 SEAL

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Prathamesh Energy Solution

A-302, Shiv Unnati Residency, Kalepadal, Hadapsar, Pune-411028

Invoice No.PES/SCoE/22-23/19

Date: 05/07/2023

Ref: SCOE/Admin/2022-23, Dated 21/06/2023

To,

The Principal,
Siddhant College of Engineering
Chakan-Talegaon Road, Near Chakan Auto Hub,
Sudumbare, Dist. Pune – 412109

S.N.	Description	Amount
1.	Detailed Energy and Environmental/Green Audit as per following scope of work	**60,000/-**
	• Study of connected load	
	• Measurement of V, I, PF, kW and kVA etc	
	• Study of lighting	
	• Study of other Utilities in the facility	
	• Preparation of report and submission to the MEDA and Institute	
	• Green and environment audit on the basis of data submitted and survey of the site.	
	Total	**60,000/-**
		Sixty Thousand Rupees only.
	Note: Invoice is raised as per the PO received (SCOE/Admin2022-23, Dated 21/06/2023).	

Account Details

Bank: **Bank of Baroda**

Branch Address: **Saswad Road, Hadapsar, Pune**

Account No.: **24830200000990**

IFSC:**BARB0HADAPS (Fifth Character is Zero)**

PAN: **BJKPR4759K**

For Prathamesh Energy Solution

Vandana

Authorized Signatory

PRASAD ENTERPRISES

MULTI BRAND RO PURIFIER SHOWROOM

C/o. Chandanmathe Pradeep, S. No. 91/1/2, Pawna Nagar,
Nr. Wood Cutter, Kalewadi, Pune - 411 017.
M.: 7038722057 / 8087779064 1 E-mail : rajeshbithal83@gmail.com

Bill No.: 365

Date : 31/08/2023

To, Siddhant College of Pharmacy Mob.

Type of installation Std. ☐ Electric Point (To be provided by customer) Ready ☐ Not Ready ☐

S.No.	Description of Models	Qty.	Rate	Amount
1	500 LPH RO PLANT	1		1,30000
	with one side plumbing and fitting			
2	500 Litter tank	1		
			Total	1,30000
			Advance	1,00000
			Balance	30,000

Rs. In words one lakh thirty thousand only

Full & final payment received By Cash/Cheque/DD
Drawn in favour of "PRASAD ENTERPRISES"
TERMS & CONDITION : Goods sold not taken back

For PRASAD ENTERPRISES

Signature

Siddhant College of Engineering, Sudumbare, Pune-412109 SEAL

Maharashtra State Electricity Distribution Co. Ltd.

MAHAVITARAN
Maharashtra State Electricity Distribution Co. Ltd.

BILL OF SUPPLY FOR THE MONTH OF MAR-2023

202303351022778

GSTIN:27AAECM2933K1ZB Website:www.mahadiscom.in HSN CODE:27160000

PUNE RURAL CIRCLE - 510 RAJGURUN'R DN - 515 TALEGAON SUB-DIVISIO - 061 1

Consumer No. : 181029037080

Consumer Name : M/S. CHAUDHARI ATTARSINGH YADAV MEMO.EDU.TRUST

Address : G.NO. 131, SADUMBARE, TAL. MAVAL, DIST. PUNE

Village: SADUMBARE **Pin Code :** 410506

BILL DATE	10/04/2023	1,48,100.00
DUE DATE	24/04/2023	
IF PAID UPTO	17/04/2023	1,46,880.00
IF PAID AFTER	24/04/2023	1,49,950.00

Last Receipt No./Date: 0000133869 / 14-03-2023

Last Month Payment : 1,93,870.00

Scale / Sector : Small Scale / Private Sector

Email : ***osiddhantgroup@gail.com

Mobile No. : 96******69	**Meter No :** 055-XE474326	**Seasonal :**	**Load Shed Ind :** INDUST
Sanctioned Load (KW): 300	**Connected Load (KW) :** 300.00	**Urban/Rural :** Rural	**Express Feeder :** No
Contract Demand (KVA) :200.00	**65% of Con. Demand (KVA) :** 130.00	**Feeder Voltage (KV) :** 22	**LIS Indicator :**
Tariff : 170 HT-VIII B	old trf HT-VIII B		

Date of Connection : 04/02/2006	**Category :** PUBL. SERVICES OTH	**GSTIN :**
Supply at : HT	**Elec. Duty :** 06 PART B	**PAN :** AAAAC2210P
Prev. Highest (Mth) : FEB	**Prev. Highest Bill Demand (KVA) :** 87	
S.D. Held Rs. : 3,09,282.44	**Addl. S.D. Demanded Rs. :** 0.00	**MIDC Zone:** OTHER
Bank Guarantee Rs. : 0	**S.D. Arrears Rs. :** 0.00	

BILLING HISTORY

Bill Month	Units	Bill Demand(KVA)	Bill Amount
FEB-23	9,228	130	1,93,878
JAN-23	4,636	130	1,39,895
DEC-22	4,816	130	1,43,529
NOV-22	3,337	130	1,21,916
OCT-22	2,712	130	1,12,455
SEP-22	2,576	130	1,10,397
AUG-22	2,284	130	1,05,977
JUL-22	2,325	130	1,06,600
JUN-22	2,968	130	1,16,333
MAY-22	2,952	130	1,10,555
APR-22	2,969	130	1,10,781
MAR-22	2,953	120	1,02,808

CUSTOMER CARE Toll Free No.
1912, 1800-233-3435, 1800-212-3435

IGRC: Office of the Superintending Engineer, MSEDCL Pune Rural Circle, Administrative Building,, Phone - 020-26067238

In case of non-redressal of grievance here, consumer may make his representation to below forum

CGRF: 925, Administrative Building,2nd Floor, Kasba Peth,Pune 411011., Phone - 020-24570520

For making Energy Bill payment through RTGS/NEFT mode, use following details
- o Beneficiary Name: MSEDCL
- o Beneficiary Account Number: **MSEDHT01181029037080**
- o IFS Code: **SBIN0008965 (fifth,sixth and seventh character is zero)**
- o Name of Bank: SBI Bank
- o Name of Branch: IFB, BKC Branch-MSEDCL

Disclaimer: Please use above bank details only for payment against consumer number mentioned in beneficiary account number.

Follow us on :

- **Tariff Revised w.e.f. 01.04.2022. Tariff Order is available at Mahavitaran Portal.**
- **Physical Bills are not served. You can view and pay bill online at portal https://wss.mahadiscom.in/wss/wss**
- **Consumer can pay bill through portal using various online modes.**
- **As per Income Tax provision vide section 269 ST cash receipt of Rs. 2.00 lakhs and above will not be accepted by MSEDCL against any type of payment.**
- **As per MERC order dt. 24/02/2021, monthly energy bill payment in cash is limited Rs.5000/- w.e.f. 01/11/2021.**
- **As per GoM Notification dtd. 14.08.2020, rate of Electricity Duty for Part-F Industrial is revised from 9.3% to 7.5% from billing month Aug-20**
- **Activity: CHARITABLE EDUCATION INSTITUTION REGISTERED UNDER PUBLIC TRUST ACT 1950**

Important Message :
- Consumers can pay online using Net Banking, Credit/Debit cards at https://wss.mahadiscom.in/wss/wss after registration.
- Submit / update your E-mail id and mobile number to Circle office for receiving prompt alerts through SMS.
- Submit / update your PAN and GSTIN to circle office with copies of PAN and GSTIN for verification.
- Special desk is operational for HT Consumers, please contact : htconsumer@mahadiscom.in for any clarification / query or grievance.
- This Electricity Bill should not be used for the address proof and as a proof of property ownership.
- For any payment to MSEDCL , ENSURE & INSIST for computerized receipt with unique system generated receipt number. Do not accept hand written receipt. Pay online to avoid any inconvenience.

Siddhant College of Engineering, Sudumbare, Pune-412109 BEAL

Consumer No. : 181029037080

CURRENT CONSUMPTION DETAILS

Reading Date		KWH	KVAH	RKVAH (LAG)	RKVAH (LEAD)	KW (MD)	KVA (MD)
Current	31/03/2023	105066.500		3923.500	11688.500	42.200	42.280
Previous	28/02/2023	96590.500		3623.000	11024.000		
Difference		8476.000		300.500	664.500		
Multiplying Factor		2.000		2.000	2.000	2.000	2.000
Consumption		16952.000		601.000	1329.000	84.400	84.560
L.T. Metering		0.000		0.000	0.000	0.000	0.000
Adjustment-Solar		-11671.000		0.000	0.000	0.000	0.000
Assessed Consumption		0.000		0.000	0.000	0.000	0.000
Total Consumption		5281.000	5313.000	601.000	1329.000	84.000	85.000

BILLING DETAILS

Billed Demand (KVA)	130	@ Rs.	454.00
Assessed P.F.		Avg. P.F.	0.994
Billed P.F.	0.994	L.F.	11

Consumption Type	Units	Rate	Charges Rs.
Industrial	5,313	8.96	47,604.48
Residential	0	5.70	0.00
Commercial	0	10.95	0.00

E.D. on (Rs.)	Rate %	Amount Rs.
0.00	0.00	0.00
0.00	16.00	0.00
1,21,605.08	21.00	25,537.07

TOD Zone	Rate	Units	Demand	Charges Rs.
00:00 Hrs-06:00 Hrs & 22:00 Hrs-24:00 Hrs	-1.50	1,186	75.00	-1779.00
06:00Hrs-09:00Hrs & 12:00Hrs-18:00Hrs	0.00	0	85.00	0.00
09:00 Hrs-12:00 Hrs	0.80	0	79.00	0.00
18:00 Hrs-22:00 Hrs	1.10	4,127	61.00	4539.70

Amount In Words: ONE LAKH FORTY -EIGHT THOUSAND ONE HUNDRED ONLY

Amount in Rs.	
Demand Charges	59,020.00
Wheeling Charge @ 0.55 Rs/U	2,922.15
Energy Charges	47,604.48
TOD Tariff EC	2,760.70
FAC @ 175.00 Ps./U	9,297.75
Electricity Duty	25,537.07
Bulk Consumption Rebate	0.00
Tax on Sale @ 18.00 Ps./U	950.58
Incremental Consumption Rebate	0.00
Charges For Excess Demand	0.00
Tax Collection at Source	0.00
Debit Bill Adjustment	0.00
TOTAL CURRENT BILL	1,48,092.73
Current Interest 07/04/2023	0.00
Principal Arrears	4.98
Interest Arrears	0.00
Total Bill Amount (Rounded) Rs.	**1,48,100.00**
Delay Payment Charges Rs.	1,851.16
Amount Payable After 24/04/2023 (Amount Rounded to Nearest Rs. 10/-)	**1,49,950**

Siddhant College of Engineering BEAL Sudumbare, Pune-412109

CONDITIONS

1. The total bill amount of the bill may be remitted by a Crossed Demand Draft/Cheque drawn in favor of "Maharashtra State Electricity Distribution Co. Ltd." Whenever Security Deposit is demanded separate Cheque/Bank Draft should be sent.

2. The current bill is payable within fifteen days from the date of issue of the bill. Even if there is any discrepancy in the bill or any other clarification needed, consumers are requested to pay the billed amount in full provisionally or under protest subject to review and subsequent adjustment, so that payment of delayed payment charges is avoided.

3. This bill is issued subject to the provision of the "Conditions and Miscellaneous charges for supply of Electrical Energy" of the MSEDCL.

4. Please quote the Consumer Number on the back of the Cheque. The payment of this bill should be made at Company's office only.

5. If the cheque is sent by post, the same should be posted three clear days in advance of the due date.

6. In case of payment made through RTGS/NEFT/Cheque/DD/Pay Order, the date of amount credited to MSEDCL's account will be treated as receipt date.

Collection Hours : 10-30 to 16-00 Hours (Except on Bank Holidays, Sundays, 2nd and 4th Saturdays)

Incremental Consumption Rebate Annual Shortfall / Excess for FY 2022-23 is adjusted in this bill. Refer attached sheet.

Total Solar Generation Units : 25313;Rooftop Solar Units Export : 11671, Import : 16952, Adjusted : 11671, Bank : 0;Rooftop Solar (NetMetering) Capacity : 180 KW; Rooftop Solar installation Month : Dec-18;
****** PROMPT DISCOUNT Rs. 1216 IF PAID ON OR BEFORE 17-APR-23**

Siddhant College of Engineering
SEAL
Sudumbare, Pune- 412109

Export / Generation Meter Readings

Meter Type	Current Reading		MF	Consumption	SLOTWISE UNITS	
	Previous Reading			Adjustment	Slot 1	Slot 3
Meter Serial Number		Difference		Total Consumption	Slot 2	Slot 4
TOD EXPORT METER	31/03/23	117221.50		11671.00		
	28/02/23	111386.00	2.00	0.00	0.00	3584.00
555-XE474326		5835.50		11671	8087.00	0.00
TOD SOLAR GENERATION METER	31/03/23	490774.50		12028.00		
	28/02/23	478747.00	1.00	0.00	11.00	4067.00
055-XE484242		12027.50		12028	7907.00	43.00
TOD SOLAR GENERATION METER	31/03/23	552760.00		13285.00		
	28/02/23	539475.50	1.00	0.00	10.00	4464.00
055-XE484243		13284.50		13285	8765.00	46.00

Consumer No. : 181029037080

Incremental Consumption Rebate Annual Shortfall / Excess for FY 2022-23

Bill Month	Current Month Units (KWH)	Ref Units (KWH)	Incr Rebate Units (KWH)	PF	Incr Rebate Unit (KVAH)	Incr Rebate Units Billed (KVAH)	Excess/ Shortfall Units (KVAH)	Excess/Shortfall Amount (Rs.)
	(A)	(B)	(C = A - B)	(D)	(E = C / D)	(F)	(G)	
APR-22	2957	18398	-15441	0.996	-15503	0		
MAY-22	2937	18398	-15461	0.995	-15539	0		
JUN-22	2950	18398	-15448	0.994	-15541	0		
JUL-22	2299	18398	-16099	0.989	-16278	0		
AUG-22	2247	18398	-16151	0.984	-16414	0		
SEP-22	2540	18398	-15858	0.986	-16083	0		
OCT-22	2674	18398	-15724	0.986	-15947	0		
NOV-22	3304	18398	-15094	0.99	-15246	0		
DEC-22	4782	18398	-13616	0.993	-13712	0		
JAN-23	4599	18398	-13799	0.992	-13910	0		
FEB-23	9173	18398	-9225	0.994	-9281	0		
MAR-23	5281	18398	-13117	0.994	-13196	0		
Total :					**-176650**	**0**	**0**	**CR: 0.00**

Siddhant College of Engineering, Sudumbare, Pune-412109 BEAL

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Shri. Rajendra Singh Yadav,
President.

Dr.D. K. Chavan
Principal.

SCOE/Admin/903-A/2019-20

Date:-07/06/2019

Notice

All the teaching and non-teaching staff and students of Siddhant College of Engineering are here by inform that the we provide E-waste bin in our campus, kindly dump E-waste in bins.

Siddhant College of Engineering
SEAL
Sudumbare,Pune-412109

Dr. D. K. Chavan
Principal
Siddhant College of Engineering
Sudumbare,Pune - 412 109

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At. Post - Sudumbare, Tal. - Maval, Dist. - Pune, PIN - 412 109. ☎ 02114-661904.

Shri. Rajendra Singh Yadav.
President.

Dr. L. V. Kamble.
Principal.

SCOE/Admin/927-B/2022-23

Date:-07/06/2023

Notice

All the teaching and non-teaching staff and students of Siddhant College of Engineering are here by inform that the Energy audit of our campus is scheduled on 9th June 2023 for electricity saving.

Siddhant College of Engineering Sudumbare Pune-412109 SEAL

LVKamble

Dr. L. V. Kamble.
Principal
Siddhant College of Engineering
Sudumbare,Pune - 412 109

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Shri. Rajendra Singh Yadav.
President.

Dr. L. V. Kamble.
Principal.

SCOE/Admin/927-A/2022-23

Date:-07/06/2023

Notice

All the teaching and non-teaching staff and students of Siddhant College of Engineering are here by inform that the Green audit of our campus is scheduled on 9th June 2023.

All are request to be present on their respective location for smooth conduction of audit.

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Dr. L. V. Kamble.
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President.

Dr. L. V. Kamble.
Principal.

SCOE/Admin/092-A/2023-24

Date:- 01/08/2023

Notice

All the teaching and non-teaching staff and students of Siddhant College of Engineering are here by inform that Wheel chair is made available for differently able persons.

Those who are in need kindly contact to Registrar. Wheel chair will be made available.

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ALTERNATE SOURCES OF ENERGY AND ENERGY CONSERVATION MEASURES

Renewable energy is good for the planet and for people. Renewable energy is energy derived from natural resources that replenish themselves in less than a human lifetime without depleting the planet's resources. These resources - such as sunlight, wind, tides, waves and biomass - have the benefit of being available in one form or another nearly everywhere. They are virtually inexhaustible. And, what is even more important, they cause little climate or environmental damage. The alternative Energy Sources of Siddhant College of Engineering is made for proper implementation and efficient utilization of renewable Energy Sources.

- The college management has taken following measures for conserving the energy.
- To install and use Solar Energy in the college campus to save energy.
- To install and use Biogas plant in the college campus to save energy.
- To install and use geothermal plant in the college campus to save energy.
- To install and use LED bulbs in the college campus.
- To invest in power efficient equipments.
- To create awareness that small actions matter- Save Energy labels/posters are put up at various location in the institution.
- Use of natural lighting and ventilation is encouraged as and when possible.
- To take additional measure to continuously improve our energy consumption.
- To ensure the availability of necessary resources to achieve the objectives.

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MANAGEMENT OF THE VARIOUS TYPES OF DEGRADABLE AND NON-DEGRADABLE WASTE

E-WASTE

- E-Waste is short for Electronic-Waste and the term is used to describe old, end-of-life or discarded electronic appliances. It includes their components, consumables, parts and spares.
- It is categorised into 21 types under two broad categories:
  1. Information technology and communication equipment.
  2. Consumer electrical and electronics.

- Laws to manage e-waste have been in place in India since 2011, mandating that only authorised dismantlers and recyclers collect e-waste. E-waste (Management) Rules, 2016 was enacted in 2017.
- India's first e-waste clinic for segregating, processing and disposal of waste from household and commercial units has been be set-up in Bhopal, Madhyapradesh

PLASTIC WASTE MANAGEMENT

Reduce: First step in reducing plastic waste is to minimize single use plastics by supporting a tax on plastic bags, restraint on manufacturing of plastics, and using alternatives of plastic or biodegradable plastic.

- For example **Project REPLAN** (stands for REducing PLastic in Nature) launched by **Khadi and Village Industries Commission (KVIC)** aims to reduce consumption of plastic bags by providing a more sustainable alternative.

- **Reuse:** Reusing plastics can reduce the demand for new plastics, hence it can act as the natural restrain on plastic manufacturing.
- **Recycle:** Plastic recycling is the process of recovering waste or scrap plastic and reprocessing it into useful products. It offers several benefits like:
  - Economic benefits due to value addition
  - Generates employment
  - Reduces depletion of fossil fuel reserves.

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- Reduces landfill problems
- Recycling of plastics requires less energy

- **Recovery:** It is the process of converting non-recyclable plastics into a range of useful forms of energy and chemicals for industry. Since plastics contain mainly carbon and hydrogen, with similar energy content to conventional fuels such as diesel, they can be used as a potential source of fuel.

MANAGEMENT OF SOLID WASTE

- Solid waste management can be divided into **four key components: Generation Storage and Collection Transportation Disposal**

1. **Generation**
   - Generation of solid waste is the stage at which materials become of no use to the owner and they wish to get rid of them.
2. **Storage and Collection**
   - Storage takes place after the materials have been discarded. Key here is to not discard items directly into family pits and poorly defined heaps close to dwelling areas, but an effective storage system must be at place, like the Government of India has directed municipal corporations to undertake **Door to Door collection of Solid wastes under Jawaharlal Nehru National Urban Renewal Mission (JNNURM).**
   - Whereas under **Swacch Bharat Abhiyan, two different dustbins have been provided (Blue and Green Dustbins)** which are used to segregate two different kinds of wastes, the green is meant for wet wastes while the blue one is for Solid dry waste.
3. **Transportation**
   - This is the stage when solid waste is transported to the final disposal site. There are various modes and methods which may be adopted depending upon availability and the volume of waste to be transported.
   - In India, Solid wastes are generally transported first by small municipal vehicles to a dumping site, then big municipal vehicles carry them for final disposal, be it to landfills or to recycling plants.
4. **Disposal**

The final stage of solid waste management is safe disposal where associated risks are minimised. **There are six main methods for the disposal of solid waste:**

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- **Land application:** Open dumps or landfilling, Open dumps and landfills are uncovered/covered areas that are used to dump solid waste of all kinds. The waste is not treated nor it is segregated and thus it is also a place where a lot of insects and other disease causing organisms breed. They are generally located in urban areas. For landfills, a pit is dug where garbage is dumped and the pit is covered with soil everyday thus preventing the breeding of flies and rats. Open dumps are more harmful than landfills as landfills after they are full can be used as a park/parking lot after covering it, but open dumps cannot be treated as such.
- **Composting:** Composting is a biological process in which micro-organisms such as fungi or bacteria decompose in the presence of oxygen the degradable organic wastes. The finished product is very rich in carbon and nitrogen thus acting as a great medium for plant cultivation.
- **Burning or incineration:** The process of burning solid wastes in a large furnace at a very high temperature whereby producing ash is called Incineration. It is only used as a last resort because it also produces a lot of toxic gases resulting in Air Pollution.
- **Pyrolysis:** The process of burning solid wastes, but in the absence of oxygen in a large furnace at a very high temperature whereby producing charcoal, tar, methyl alcohol, acetic acid, acetone which can be used as fuels is called Pyrolysis.
- **Vermiculture:** It is also known as Earthworm farming. In this method, Earthworms are added to the compost. These worms break the solid waste and along with the earthworms' excreta, the compost becomes rich in nutrients.
- **Recycling:** Solid wastes are also recycled, where the solid wastes are first taken to compost plants which are either set up by Government or by Private companies (under Corporate Social Responsibility), then they are either converted to fertilizers or they are recycled to produce various other items such as Plastics bottles, electronic instruments, building materials etc.

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WATER CONSERVATION

Water conservation is essential and can be done by everyone. We can all contribute to saving water. Very small-scale changes can be made to preserve water. Even the people who aren't facing water shortages should find ways to save water at home.

Several techniques can be implemented for the conservation of water that has been discussed below:-

- **Careful Use of Water:** Keep the taps turned off when not in use. Usage of efficient home appliances like washing machines and dishwashers can save a lot of water. Even without the appliances, make sure you don't overuse water while washing dishes or clothes.
- **Don't Wash Down Garbage:** Make sure to not wash down small bits of trash that use a large amount of water to flush down the drain. Always put them in the bin.
- **Don't Run the Faucet to Clean Vegetables:** Fill a container with water to wash fruits and vegetables. Keeping them under the faucet while water runs down will lead to unnecessary wastage of water.
- **Check for Leaks:** Leaks can cause a significant amount of water loss if left unchecked. So, check the faucet, taps, and pipes for leaks regularly. While turning the tap off make sure to turn it all the way or it may keep dripping.
- **Water the Plants Smartly:** While watering your plants keep in mind the temperature and time of the day, so water doesn't evaporate quickly. Reuse water from cleaning and laundry to water the plants.
- **Reduce Bathing Water Amount:** While bathing or taking a shower make sure to not let the water run down for a longer period or unnecessarily.
- The best way to conserve water is to recycle and reuse it.
- Try limiting your shower time to 10 to 15 minutes because humans carelessly consume gallons of water for luxuriously long showers. So Reducing the shower time would prevent excessive wastage of water.

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- Rusting pipes Leaky faucets dripping water from shower heads Earth science of unnecessary water wastage that needs to be fixed immediately to avoid wasting water.
- Try using a compost Bin instead of in-sink garbage disposal. Compost bins are environmentally friendly and reduce water wastage.
- Maintenance of appliances can prevent potential leaks and wastage of energy.
- We can save gallons of water by turning off the water while brushing our teeth, shaving, showering, and washing dishes as these daily routine activities have resulted in excessive consumption of water.
- Promote plantation of drought-resistant trees and plants as these can thrive even without irrigation.
- Trees and plants with a layer of mulch around them slow down the evaporation of moisture.

These are some of the many ways to save water. Moreover, people need to be educated and made aware of the ways of saving water. Make an effort to educate the people around you on why you think saving water is important.

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GREEN CAMPUS INITIATIVE

1. Grow a Campus Garden

Campus gardens are becoming more popular at universities and colleges everywhere. Students can come together to plant produce or even raise livestock that can be used in the dining halls or provide free fresh food for the surrounding community. It's a great way to reduce emissions from food transportation. Plus, students can learn about growing food in an urban setting, preparing them for life after college.

2. Encourage Reusable Water Bottles

There are too many single-use plastic water bottles to count that end up in landfills and in the environment through pollution. Many schools have been trying to counteract this by adding more water fountains and refill stations. This encourages students to use reusable water bottles instead of purchasing single-use plastic bottles of water. Having multiple refill stations makes it easy for people on campus to rehydrate sustainably.

3. Set out Distinct Receptacles for Trash and Recycling

Another simple green initiative for college campuses is to set out various receptacles for trash and recycling. Campuses can encourage recycling by providing recycling bins for different materials, like paper, plastic, aluminium and glass. When students have a place to put their recyclables, they'll be more likely to participate in this sustainable act. Students can also compost food scraps if the campus installs a compost bin to eliminate waste.

4. Opt for Low-Emission Transportation

College kids love their freedom, which means many bring their vehicles to campus so they can go anywhere they want whenever they want. However, having thousands of cars on campus increases emissions, and on larger campuses, students may opt to drive to their classes. Instead, colleges can encourage students to carpool, walk or bike around campus. Additionally, students can use public transportation or participate in a car sharing or bike-sharing program.

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5. Offer Environmental Degrees and Organizations

Colleges need to teach subjects that can help the students on campus understand the importance of environmental issues and possibly enter a career path that promotes conservation and sustainability. These can either be in the form of individual courses for a degree or electives. If this isn't an option for colleges, then the students can take the initiative to start clubs or organizations to teach others about sustainability on campus.

6. Limit Food Waste

College campuses are notorious for food waste. Thousands of people on campus can lead to thousands of pounds of food waste every week. Dining halls often have to produce enough food for a certain percentage of the campus population. If students don't show up or don't like what's being served, most of that food ends up in the trash. Campuses can provide containers for students to take leftovers or start a composting program through the dining hall.

7. Invest in Clean Energy

Investing in clean energy is an excellent way for college campuses to go green. Although clean energy such as solar power and wind power have been becoming more popular, many buildings on college campuses still rely on non-renewable energy sources for heating and cooling, electricity and other power needs. Colleges can easily invest in solar energy and can place solar panels on the rooftops of buildings or even create a solar field off-campus as an energy source.

8. Choose Electronics over Paper

The world has adopted digital communication, learning and other applications. Many colleges are equipped with online versions of once-paper material. Professors opt to use electronic textbooks over paper ones, and students take notes digitally via laptops or tablets. As long as college students and faculty continue choosing electronic learning instead of traditional paper products, they're becoming greener. Colleges that still opt for paper can participate in recycling and textbook buy-back programs to limit paper waste.

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Power Purchase Agreement

For

220 kW DC Solar PV Power Rooftop Project

Between

M/s JC Instyle Fashion LLP, PUNE

And

SIDDHANT GROUP OF INSTITUTIONS

POWER PURCHASE AGREEMENT

This Power Purchase Agreement (hereinafter referred to as "**Agreement**") is entered on the ____ day of _____ by and between:

M/s JC Instyle Fashion LLP, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act 2008 having its registered office at "Plot No. 413 C/1 Gultekdi, Near Hotel Golden Embrald, Marketyard Pune: 411037, represented by its Authorized Signatory **Mr. Pravin Jain** (hereinafter referred as the **"Seller"** which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest and permitted assigns) of the **First Part;**

AND

M/s Siddhant Group of Institutions having its registered office at Chakan Talegaon Road, Sudumbare, Tal- Maval, District Pune-412109, represented by its Authorised Signatory Mr. **Rajendra Singh Yadav** (hereinafter referred to as the **"Procurer"**, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its affiliates, subsidiaries, successors and permitted assigns) of the **Second Part**.

The Seller and the Procurer are hereinafter individually referred to as "**Party**" and collectively as "**Parties**".

WHEREAS

1. The Seller is in the process of developing a Roof Top Solar Project (as defined below) aggregating to 220 kW capacity at Procurer's Sites to generate electricity.

2. The Procurer is a Institution and has agreed to purchase the Contracted Electricity (as defined below) to be generated from the Roof Top Solar Project installed at Procurer's Sites and to be delivered at the Delivery Point (as defined below).

NOW THEREFORE IN VIEW OF THE FOREGOING PREMISES AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, THE SELLER AND THE PROCURER HEREBY AGREE AS FOLLOWS

ARTICLE 1
DEFINITIONS AND INTERPRETATIONS

1.1. Definitions

For all purposes of this Agreement, the following words and expressions shall have the respective meanings set forth below:

"Accounting Year" means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

"Agreement" or "Power Purchase Agreement" shall mean this Agreement

CHAUDHARI ATAR SINGH YADAV MEMORIAL EDUCATION TRUST SUDUMBARE PUNE

executed hereof,a including its recitals and schedules hereto, amendments, and supplements made in writing by the Parties from time to time in accordance with the terms hereof;

"Back Up Meter" means the meter owned by the Seller connected in parallel to the Main Meter and which can be used for recording the delivery of electricity from the Project only in case of failure of the Main Meter.

"Bill" shall mean the Monthly Bill and/or the Supplementary Bill as the case may be;

"Billing Period" shall mean the calendar month ending with midnight of the last day of the month. The first Billing Period shall commence from the Commercial Operation Date and end with the last day corresponding to that month, and the last Billing Period shall end on the last day of the Term of this Agreement;

"Business Day" shall mean a day, not being a Sunday or a statutory public holiday on which banks remain open for business in Maharashtra;

"CUF or Capacity Utilization Factor" means the ratio of actual energy generated by the Project to the maximum possible output during a year;

"Change in Law" shall have the meaning ascribed thereto in **ARTICLE 7: CHANGE IN LAW** of this Agreement;

"Commercial Operation Date" or "COD" shall mean, in relation to a Project the date on which the Project starts injecting power to the Delivery Point;

"Competent Court" shall mean any court or tribunal or any similar judicial or quasi-judicial body in Maharashtra that has jurisdiction to adjudicate upon issues relating to this Agreement;

"Contractor" means the person or persons, as the case may be with whom the Seller has entered into an agreement for EPC, operation and/or maintenance of the Project or matters incidental thereto, but does not include a person who has entered into an agreement for providing financial assistance to the Seller;

"Contract Year" shall mean, with respect to the initial Contract Year, the period beginning on the Commercial Operation Date of the Project and ending at 12.00 midnight on 31st March of that Fiscal Year. Each successive Contract Year shall coincide with the succeeding Fiscal Year, except that the final Contract Year shall end on the date of expiry of the Term or on Termination of this Agreement whichever is earlier;

"Contracted Electricity" means the entire quantity of Electricity (in kWh) that is generated by the Project;

"Cure Period" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall:

(a) Commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice; and

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(b) Not relieve any Party from liability to pay damages or compensation under the provisions of this Agreement.

"Delivery Point" shall mean the connection point of the Project to the existing electrical system at the Plant;

"**Designated Area**" means the rooftop of a building or other open area on the Site designated by the Procurer for the installation of the Project;

"Dispute Resolution Procedure" shall mean the procedure for resolution of Disputes as set forth in Clause 8.5;

"Delivered Energy" means the kWh of Electricity actually fed at the Delivery Point and measured by the energy meters at the Metering Point or deemed to be delivered at the Delivery Point in accordance with provisions of this Agreement, in a Billing Period;

"Due Date" shall mean the 10th day after a Monthly Bill or a Supplementary Bill is received by the Procurer (or if such a day is not a Business Day, the immediately succeeding Business Day);

"Electricity" shall mean the electrical energy in kilowatt-hours (kWh);

"Electricity Laws" shall mean the Electricity Act, 2003 and the relevant rules, notifications, and amendments, regulations issued there-under from time to time;

"Event of Default" shall mean the events as defined in Article 8 of this Agreement;

"Fiscal Year" shall mean the period beginning on April'1st and ending on the following March'31st;

"Force Majeure Event" shall have the meaning set forth in Article 6;

"Good Industry Practice" means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Seller in accordance with this Agreement, Laws and approvals in reliable, safe, economical and efficient manner;

"GoI" means the Government of India;

"kWh" shall mean Kilowatt-hour;

"Late Payment Surcharge" shall have the meaning as defined in Article 5.4.1;

"Law" means all laws, brought into force and effect by the Government of India or the State Government including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement, as may be in force and effect during the subsistence of this Agreement;

"Main Meter" means all meter(s) and metering devices owned by the Seller and

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installed at the Delivery Point for measuring and recording the delivery of electricity from the Project.

"Material Adverse Effect" means a material and adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

"Monthly Bill" shall mean a monthly bill to be raised by the Seller for the Tariff payment, in accordance with **ARTICLE 5: TARIFF, BILLING AND PAYMENT**;

"MW" shall mean Megawatts;

"Project" or "Power Station" means Solar Photovoltaic Generating Stations to be established by the Seller at designated Sites as per **Annexure 1**;

"Prudent Utility Practices" shall mean those practices, methods, techniques and standards, that are generally accepted for use in electric utility industries taking into account conditions in India, and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size service and type of the Project, and that generally conform to operation and maintenance guidelines;

"Site(s)" shall mean the site of the Project i.e. any one site or all sites identified in **Annexure 1**;

"Supplementary Bill" shall mean a Bill other than a Monthly Bill raised by any of the Parties in accordance with **ARTICLE 5: TARIFF, BILLING AND PAYMENT** of this Agreement;

"Tariff" shall have the meaning set forth in **ARTICLE 5: TARIFF, BILLING AND PAYMENT**;

"Term" shall mean the period commencing from Commercial Operation Date of the Power Station and expiring on the 25th anniversary, unless terminated earlier in accordance with the provisions of this Agreement; and

"Unit" means a generating unit with a gross capacity of 220 kW DC.

1.2. Interpretation:

(a) Unless otherwise stated, all references made in this Agreement to "Clauses", "Articles" and "Schedules" shall refer, respectively, to Clauses of, Articles of, and Schedules to, this Agreement. The Schedules to this Agreement form part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.

(b) In this Agreement, unless the context otherwise requires (i) the singular shall include plural and vice versa; (ii) words denoting persons shall include partnerships, firms, companies (iii) the words "include" and "including" are to be construed without limitation and (iv) a reference to any Party includes that Party's successors and permitted assigns.

(c) A "person" shall be construed as a reference to any person, firm,

company, limited liability partnership, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests;

(d) "Rupee", "Rupees", "Rs." And "□" shall denote Indian Rupees, the lawful currency of India;

(e) A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time;

(f) A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time;

(g) Any reference to period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include such days or dates;

(h) Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part;

(i) The words/expressions used in this Agreement shall have the same meaning as assigned to them in the context in which these have been used in this Agreement provided that their respective meaning, if any, assigned to such undefined word/expression in the Electricity Act, 2003 shall also be taken into consideration for harmonious interpretation of the Agreement.

(j) The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference and shall not affect the interpretation of this Agreement;

(k) The words "hereof" or "herein", if and when used in this Agreement shall mean a reference to this Agreement.

ARTICLE 2
TERM OF AGREEMENT

2.1. Effective Date

This Agreement shall come into effect from the date it is executed and delivered by the last of both the Parties (**"Effective Date"**).

2.2. Term of the Agreement

This Agreement shall be valid from the Commercial Operation Date (COD) on or before 31st March 2019 to 25 years from the Commercial Operation Date.

ARTICLE 3
OBLIGATIONS

3.1. Obligations of the Seller:

3.1.1. Seller will be the sole owner of the project during the life of the project subject to 3.1.5 below.

3.1.2. The Seller shall supply the Contracted Electricity to the Procurer at the Delivery Point from the Commercial Operation Date in accordance with the provisions of this Agreement.

3.1.3. The Seller shall transfer the asset on as-and-where basis at nominal price of **Rs. 1/-** at the end of the PPA term i.e. at the end of 25 years from the COD;

3.1.4. The Seller shall be responsible for fulfilling all other obligations undertaken by under this Agreement.

3.1.5. If for any reason, the Seller wishes to transfer the Project or the rights and obligations to supply power under this Agreement to any third party in future either by sale of Project or novation of this Agreement, then the Seller will obtain prior permission of the Procurer which shall not be unreasonably withheld.

3.1.6. The Seller shall (a) promptly notify Procurer if it becomes aware of any damage to or loss of the use of the Project or that could reasonably be expected to adversely affect the Project, (b) immediately notify Procurer once it becomes aware of any event or circumstance that possess an imminent risk to human health, the environment, the Electrical System or the Premises.

3.1.7. During the subsistence of this Agreement, the Seller undertakes to respond to all questions, concerns and complaints of the Procurer regarding the Project in a prompt and efficient manner.

3.1.8. Seller will be responsible for taking permissions, if any, from utility, Government bodies or any other body including approval from CEIG & inspections thereof.

3.1.9. During subsistence of this Agreement, the Seller undertakes to comply with all the statutory compliance part without any default or delay as applicable and agrees to indemnify and compensate the Procurer in the event of any such non-compliance issues arising out of the same to the complete satisfaction of the Procurer. However Seller will not be responsible for any delay or any condition imposed due to non-fulfillment of statutory compliances or submission of necessary and relevant documents by Procurer. Further procurer also agrees to indemnify seller in such conditions

3.2. Obligations of the Procurer:

3.2.1. The Procurer shall purchase the entire Delivered Energy generated starting from the COD of the first unit (Excluding Sundays & Factory declared Holidays). The holiday generated units can be consumed to the possible extents till the net metering facility implement for our HT consumer line and pay the Tariff towards the same in terms of **ARTICLE 5: TARIFF, BILLING AND PAYMENT** below.

3.2.2. The Procurer shall operate and maintain the necessary infrastructure at the inter-connection facility at Site.

3.2.3. The Procurer shall make payments against Bills to the Seller on or before the Due Date.

3.2.4. The Procurer agrees to perform and fulfill all other obligations as specified in this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Procurer under this Agreement.

3.2.5. The Procurer shall retain rights over the Site by way of ownership or lease for the Term of this Agreement. Should these rights cease to exist within the Term of this Agreement, the Procurer shall ensure that its rights and obligations under this Agreement are transferred to the new owner, subject to the approval which shall not be unreasonably withheld, of the Seller. At the time of transfer to new owner, Seller shall have the option to either continue running the Project with the new owner on the same terms and conditions as that with the Procurer or terminate this Agreement. In case the Seller decides to terminate this Agreement, then the Procurer and/or the new owner shall be bound to buy-back the Project Assets as per the buy-back price mentioned in Annexure 4. Further, in case this situation arises on or before the 6th year, then the buy-back price will be calculated using the same formula by which buy back price is calculated from 6th year onwards

3.2.6. In the event that the Procurer repairs the Designated Area for any reason not directly related to the damage caused by the Roof Top Solar Power Station, and such repair requires the partial or complete temporary disassembly and reassembly or movement of the Power Station, the Procurer shall:

(i) pay the Seller for all work required by the Seller to disassemble or move the Power Station;

(ii) Continue to make all payments for the Solar Power during such period of disruption of Power Station;

(iii) For the purpose of calculating Solar Power payments and lost revenue for such period of disruption, Solar Power shall be deemed to have been produced at the average rate over the preceding 12 months or, if the disruption occurs within the first 12 months of operation, the average over such period of operation as defined by system integrator appointed by Seller and attached in Annexure 4. Tariff will be considered as per schedule given in **ARTICLE 5: TARIFF, BILLING AND PAYMENT**.

3.2.7. Procurer will ensure that the designated Site and the building thereof are suitable for the purposes of setting up and operating the Project for the duration of this Power Purchase Agreement. Procurer will keep designated area shadow free for the period of the Agreement. No other work will be conducted in the designated area without prior consent from the Seller.

3.2.8. Procurer will ensure that no unauthorized personnel shall be allowed to enter the Project Site.

3.2.9. Procurer will provide power and water required during the construction of the power plant at no cost.

3.2.10. The Procurer shall permit an agreed number of authorized representatives of the Seller (Service Personnel) to enter the Site for the purposes of setting up, installing and operating the Project and the Procurer shall issue entry permits to such Service Personnel. Such Service Personnel shall be permitted to access the Designated Area on the Site 24 (twenty-four) hours a day, 7 (seven) days a week. The service personal shall abide Procurer's operating rules &regulations including dress & safety code of conduct.

3.2.11. Procurer will take care in normal course to provide security protection to the Project and the assets of the Seller installed at the Designated Area (or such other place to which the Project is relocated in accordance with this Agreement) as will be provided to the rest of the Site. The Procurer shall specifically direct the security engaged by it to make best efforts to protect the solar panels and other equipment against any damage other than that caused by a Force Majeure Event.

3.2.12. Procurer shall not transfer to any third party, interest upon the structure and installments made by the Seller according to this Agreement. In case of intention to erect new structure or transfer to third party the Procurer shall be liable to make payment of the price of the structure and installment made by the Seller according to the EPC and Operation and Maintenance Agreement executed between Seller and its designated EPC contractor and allied stake holders.

3.3. Right to Contracted Energy

3.3.1. Subject to the terms and conditions of this Agreement, the Seller undertakes to make available to the Procurer the Contracted Electricity in accordance with this Agreement and the Procurer undertakes to purchase the Delivered Energy and pay the Tariff. The title and risk of the Delivered Energy shall pass from the Seller to the Procurer at the Delivery Point.

3.3.2. If the Procurer does not off-take the whole or part of the Contracted Electricity as agreed for any reason attributable to the Procurer, the Procurer shall be obligated to pay for the Electricity that could have been generated by the Seller during such period on deemed generation basis (**"Deemed Generation"**), calculated at the Tariff specified in **ARTICLE 5: TARIFF, BILLING AND PAYMENT**. The quantum of Deemed Generation shall be calculated as the average of the kWh generated by the Seller during the same period for the immediately preceding 5 (five) business days, when there was no failure to off take on the part of the Procurer or the electricity generated in the corresponding earlier year, whichever is higher.

3.3.3. Seller further agrees with Procurer that, Seller will meet and deliver the electricity as per **Annexure 5**, subject to 100% grid availability. In case the Seller fails to meet this requirement, then the Seller will compensate the Procurer for such loss as per prevailing tariff rate to the extent of actual shortfall. Parties agree that this agreed delivery shall be without prejudice

to any Force Majeure events or if the agreed delivery is affected for reasons attributable to the Procurer.

ARTICLE 4
METERING

4.1. Installation of Energy Meters

4.1.1. The Seller shall prior to the COD, at its own cost, install Main Meter and Back Up Meter at the Delivery Point to measure the power generated from the Project and these meters shall be in compliance with the norms set out by the Electricity Laws. The Seller shall be responsible for the maintenance and repair of the aforementioned meters.

4.1.2. The electricity delivered to the Delivery Point shall be measured by the Main Meter (or the Back Up Meter if the Main Meter is not in service) and the number of Units so delivered during a billable month shall be used for computation of the total tariff in accordance with Clause 5.1.1.

4.2. Reading and Correction of Meters

4.2.1. The Seller shall read the Main Meter or the Back Up Meter, as the case may be, on the last day of every billable month, with prior intimation to the Procurer so that the Procurer may attend the reading if so desired. If the Procurer does not attend the meter reading as per the intimation given by the Seller, the reading done by Seller will be binding on the Procurer. The Procurer shall be billed as per Clause 5.1.1 hereof based on the meter reading at the end of each billable month.

4.2.2. In the event that the Main Meter is not in service as a result of maintenance, repairs or testing, then the Back Up Meter readings shall be used to calculate total power delivered by the Project at the Delivery Point.

4.3. Sealing and Maintenance of Meters

4.3.1. The Main Meter and the Back Up Meter shall be jointly sealed by the representatives of the Seller and the Procurer.

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

4.3.3. The Main Meter and the Back Up Meter shall be calibrated once every 3 years.

4.4. Maintenance of Records

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

ARTICLE 5
TARIFF, BILLING AND PAYMENT

5.1. General

5.1.1 From the Commercial Operation Date of the first Unit and Procurer receiving the power at the Delivery Point, the Procurer shall pay to the Seller the following Tariff for the Delivered Energy to be paid in **Indian Rupees (INR): Rs. 5 per kWh with 3 % annual escalation from 2nd year onwards till the end of the term of the agreement** (As per Annexure: 2&3)

5.1.2 It is agreed by the Procurer that power supplied by the Seller shall be accorded priority and precedence, in terms of consumption and payment, over any other supplier of power, including Diesel Generator, State Electricity Distribution Company. For example, in case the Procurer has or were to have a contract with other supplier(s) of power, then out of the total power consumed by the Procurer during any billing period, the account of the Seller will get the precedence over other supplier(s) of power in terms of credit for supply of power and corresponding payment by the Procurer.

5.1.3 The tariff payable hereunder by the Procurer shall be inclusive of any charges, taxes, cess, duty, etc that may be applicable as on date of this Agreement and before the Commencement of the Operation. However, introduction of any new / revision in the existing charges, taxes, cess, duty, etc. in future shall be to the account of the Procurer.

5.1.4 The Seller shall issue to the Procurer a signed Monthly Bill for the Billing Period, not later than 7 working days from the beginning of the following month. Procurer agrees to pay within 7 days from the date of receipt of the signed Monthly Bill for any month during the term of this Agreement.

5.2. Billing Provision

5.2.1 The Tariff under this Agreement shall be billed by the Seller and shall be paid by the Procurer in accordance with the following provisions:

(i) The Seller shall submit the Monthly Bill to the Procurer, which shall include:

(a) Delivered Energy calculations for the relevant Billing period; and

(b) The Seller's computation of various components of the Monthly Tariff in accordance with Clause 5.1.1

(ii) The Bill(s) of the Seller shall be paid in full subject to the condition that:

(a) There is no apparent arithmetical error in the Bill(s).

(b) The Bill(s) is / are as per the Tariff in accordance with this **ARTICLE 5: TARIFF, BILLING AND PAYMENT**.

(iii) If the Procurer disputes any amount, it shall pay according to tariff prevailing as defined in Article 5.1.1 and file a written objection with the Seller within 7 days of receipt of the Bill by the Procurer, giving particulars of item disputed, reason of dispute and amount of dispute failing which the Bill(s) shall be considered deemed accepted by the Procurer.

5.3. Payment of Monthly Bills

5.3.1 The Procurer shall pay the amount payable under Monthly Bill by the Due Date to such account of the Seller, as shall have been previously notified by the Seller to Procurer in accordance with Clause 5.3.3 below.

All payments made by the Procurer shall be appropriated by the Seller in the following order of priority:

(i) Towards Late Payment Surcharge, payable by the Procurer, if any;

(ii) Towards earlier unpaid Monthly Bill, if any; and

(iii) Towards then current Monthly Bill.

5.3.2 All payments required to be made under this Agreement shall only include any deduction or set off for:

(i) Deductions required by Law; and

(ii) Amounts claimed by the Procurer from the Seller, through an invoice duly acknowledged by the Seller, and not disputed by the Seller within thirty (30) days of receipt of the said invoice, to the extent of the amounts not disputed.

5.3.3 The Seller shall designate a bank account (the **"Designated Account"**) for all Tariff Payments to be made by Procurer to the Seller, and notify the Procurer of the details of such account at least [ninety (90)] days before the dispatch of the first Monthly Bill to Procurer. The Procurer shall also designate a bank account for payments to be made by the Seller to the Procurer and notify the Seller of the details of such account [ninety (90)] days before the COD of the first Unit.

5.4. Billing and Payment of Charges

5.4.1. **Late Payment Surcharge**

In case the payment of any Bill payable under this Agreement is delayed by the Procurer beyond the Due Date thereof, a Late Payment Surcharge shall be payable by the Procurer to the Seller at the rate of 2% per month on the amount of outstanding payment, calculated on a day to day basis for each day of the delay, compounded monthly. Late Payment Surcharge shall be claimed through Supplementary Bills.

5.5. Quarterly and Annual Reconciliation

5.5.1 Parties acknowledge that all payments made against Monthly Bills, and Supplementary Bills shall be subject to quarterly reconciliation at the

beginning of the following quarter of each Contract Year and annual reconciliation at the end of each Contract Year to take into account tariff adjustment payments, Late Payment Surcharge, etc. or any other reasonable circumstance provided under this Agreement.

The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year as the case may be, has been finally verified and adjusted, the Seller and Procurer shall jointly sign such reconciliation statement. Within fifteen (15) days of signing of a reconciliation statement, the Seller or Procurer, as the case may be, shall raise a Supplementary Bill for the tariff adjustment payments for the relevant quarter/ Contract Year and shall make payment of such Supplementary Bill for the tariff adjustment payments for the relevant quarter/Contract Year.

5.6 Payment of Supplementary Bill

Either Party may raise a Supplementary Bill on the other Party for payment on account of:

5.6.1 Adjustments required pursuant to the quarterly reconciliation or the annual reconciliation, as the case may be;

(i) payment, pursuant to provisions in Article 5.4; or

(ii) Change in Law as provided in **ARTICLE 7: CHANGE IN LAW.**

5.6.2 Procurer shall remit all amounts due under a Supplementary Bill raised by the Seller to the Seller's Designated Account by the Due Date and notify the Seller of such remittance on the same day. Similarly, the Seller shall pay all amounts due under a Supplementary Bill raised by the Procurer by the Due Date to the Procurer's designated bank account and notify the Procurer of such payment on the same day.

In the event of delay in payment of a Supplementary Bill by either Party beyond its Due Date, a Late Payment Surcharge shall be payable at the same terms applicable to the Monthly Bills as per Clause 5.4.1.

ARTICLE 6
FORCE MAJEURE

6.1. Force Majeure

As used in this Agreement, the expression "**Force Majeure**" or "**Force Majeure Event**" shall mean occurrence in India of any act or event which, (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Party claiming the benefit of Force Majeure (the "**Affected Party**").

6.2. Force Majeure Event

Any or all of the following events may constitute a Force Majeure Event. The list below is representative and not exhaustive list of events.

constituting a Force Majeure Event

a) act of God, epidemic, adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or radiation;

b) industry-wide or State-wide strikes or industrial action/ Operator Unrest for a continuous period of 48 (forty eight) hours and exceeding an aggregate period of 14 (fourteen) days in an Accounting Year;

c) any judgment or order of any statutory authority made against either of the Party in any proceedings for reasons other than (i) on account of breach of any Law or Applicable Permit pertaining to the construction and operation of the Project;

d) the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a Site inspection;

e) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;

f) compulsory acquisition in national interest or expropriation of any Project Assets;

g) any event or circumstances of a nature analogous to any of the foregoing.

6.3. Duty to report Force Majeure Event

6.3.1. Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith with the following particulars:

(a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this ARTICLE 6: FORCE MAJEURE with evidence in support thereof;

(b) the estimated duration and the effect or probable effect of such Force Majeure Event on the Affected Party's performance of its obligations under this Agreement;

(c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and

(d) Any other information relevant to the Affected Party's claim.

6.3.2. The Affected Party shall not be entitled to any relief in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence,

6.3.3. For so long as the Affected Party continues to claim to be materially

affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 6.3.1, and such other information as the other Party may reasonably request the Affected Party to provide.

6.4. Effect of Force Majeure Event on the Agreement

Upon the occurrence of any Force Majeure Event, the Term of the Agreement shall be extended by a period equal in length to the duration of Force Majeure Event.

6.5. Allocation of costs arising out of Force Majeure

Upon occurrence of a Force Majeure Event, the costs incurred and attributable to such event and directly relating to the Project (the "**Force Majeure Costs**") the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof;

6.6. Dispute Resolution

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

6.7. Excuse from performance of obligations

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:

(a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;

(b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and

(c) When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

6.8. Insurances

6.8.1. The Seller shall procure and maintain during the Term, insurances in respect of the Project and the equipment of the Seller against such risks, with such deductibles and with such endorsements and co-insured(s),

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which the Good Utility Industry Practices would ordinarily merit maintenance of. The Seller should furnish necessary copies of such insurances which includes Third Party Liability insurance as requested by the Procurer from time to time.

6.8.2. Notwithstanding anything contained herein to the contrary, any loss, damage, liability, payment, obligation or expense which is insured or for which the Seller can claim compensation, under any insurance shall not be charged to or payable by the Procurer. However, it is clarified that in case of short claims by the Seller through insurance, Seller shall have the right to recover the balance claim amount from the Procurer.

The Seller should ensure that, their sub-contractor, service contractors and tools, properties were covered properly with adequate insurance against all kinds of risks and losses.

ARTICLE 7
CHANGE IN LAW

7.1. Definitions

In this **ARTICLE 7: CHANGE IN LAW**, the following terms shall have the following meanings:

7.1.1. "Change in Law" means:

The occurrence of any of the following events after the Effective Date, resulting into any additional recurring / non-recurring expenditure by the Seller or any income to the Seller:

(i) modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law; or

(ii) the imposition of a requirement for obtaining any approvals which was not required earlier;

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

7.2. Application and Principles for computing impact of Change in Law

While determining the consequence of Change in Law under this ARTICLE 7: CHANGE IN LAW, the Parties shall have due regard to the principle that the purpose of compensating the Seller or retrieving from the Seller affected by such Change in Law, is to restore through Tariff Adjustment payment, to the extent contemplated in this ARTICLE 7: CHANGE IN LAW, the Seller to the same economic position as if such Change in Law has not occurred.

7.3. Tariff Adjustment Payment on account of Change in Law

7.3.1. Subject to provisions mentioned above, the adjustment in Monthly Tariff 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 or tribunal or Governmental Instrumentality, if the Change in Law is on account of a change in interpretation of Law.

7.3.2. Any one time payment for Change in Law shall be claimed through Supplementary Bill. However, in case of any change in Tariff by reason of Change in Law, as determined in accordance with this Agreement, with prior written intimation to the Procurer, the Monthly Bill to be raised by the Seller after such change in Tariff shall appropriately reflect the changed Tariff.

ARTICLE 8
EVENTS OF DEFAULT, DISPUTE RESOLUTION AND TERMINATION

8.1. Seller's Event of Default

(i) Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Seller fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 90 (ninety) days, the Seller shall be deemed to be in default of this Agreement (the "**Seller Default**"), unless the default has occurred as a result of any breach of this Agreement by the Procurer or due to a Force Majeure Event. The defaults referred to herein shall include:

(ii) The Seller sells the power from the Project to any third party unless it is done as a relief from a continuing Procurer Default beyond the Cure Period of 90 days.

(iii) the Seller is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Seller or for the whole or material part of its assets that has a material bearing on the Project;

(iv) the Seller has been, or is in the process of being liquidated, dissolved, wound-up, in a manner that would cause, in the reasonable opinion of the Procurer, a Material Adverse Effect;

(v) The Seller repudiates this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the Procurer in this regard;

(vi) Any of the representations and warranties made by the Seller in Clause 10.10 of this Agreement; being found to be untrue or inaccurate;

(vii) Any other event which have been specified as an event of default or breach by the Seller under any of the other provisions in this Agreement;

(viii) A resolution for winding up of the Seller is passed, or any petition for winding up of the Seller is admitted by a court of competent

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jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof (or such other applicable time period) or the seller is ordered to be wound up by Court; or

(vii) Failure to take requisite permission, which shall not be reasonably withheld, from Procurer before sale of Project to third party or Novation of this Agreement in favor of third party.

8.2. Procurer Event of Default

8.2.1. In the event that any of the defaults specified below shall have occurred, and the Procurer fails to cure such default within a Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 90 (ninety) days, the Procurer shall be deemed to be in default of this Agreement (the "**Procurer Default**") unless the default has occurred as a result of any breach of this Agreement by the Seller or due to a Force Majeure Event. The defaults referred to herein shall include:

(i) The Procurer fails to pay the most recent Bill for a period of [thirty (30)] days after the Due Date;

(ii) Procurer repudiates this Agreement and does not rectify such breach even within a period of thirty (30) days from receipt of a notice from the Seller in this regard;

(iii) Any of the representations and warranties made by the Procurer in Clause 10.10 of this Agreement; being found to be untrue or inaccurate.

(iv) the Procurer is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Procurer or for the whole or material part of its assets;

(v) the Procurer has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Seller, a Material Adverse Effect;

(vi) A decision to extinct / revoke the Procurer is taken, or any petition to that effect is admitted by a court of competent jurisdiction and a provisional receiver is appointed and such order has not been set aside within 90 (ninety) days or the Procurer is ordered to be wound up by Court or when the Procurer is reconstituted / reconstructed and the reconstructed entity has unconditionally assumed the obligations of the Procurer under this Agreement; and provided that:

(a) the reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Agreement;

(b) the reconstructed entity has the financial standing to perform its obligations under this Agreement and has a credit worthiness at least as good as that of the Procurer;

and

(c) Agreement remains in full force and effect;

(viii) Any other event which have been specified as an event of default or breach by the Procurer under any of the other provisions in this Agreement;

8.3. **Consequences of Event of Default**

8.3.1. Upon the occurrence and continuation of any Default, the non-defaulting Party shall have the right to deliver to the defaulting Party a default notice ("**Default Notice**"), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

8.3.2. Following the issue of Default Notice, the Consultation Period of thirty (30) days or such longer period as the Parties may agree, shall apply and 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 Default having regard to all the circumstances.

8.3.3. During the Consultation Period, the Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations under this Agreement.

8.3.4. At the expiry of 30 (thirty) days from the aforesaid Consultation Period and unless the Parties have agreed otherwise or the Default has not been remedied, the non-defaulting Party shall have the right (but not an obligation) to refer such Dispute to arbitration and the Dispute Resolution Procedure shall apply.

In case of continued Procurer default, Seller shall have the option to either remove the Project from Site and the Procurer shall be liable to pay all costs related to removal, transportation and reinstallation and consequential damages or sell the Project to the Procurer. If the Seller decides to sell the Project, then the Procurer shall be bound to purchase the Project Assets as per the price mentioned in Annexure 4 along with additional price / markup of 10%. Procurer shall be liable to pay the purchase consideration within 15 (fifteen) days of intimation by Seller, failing which the Procurer shall be liable to pay default interest @ 2% per month compounded monthly to be calculated on daily basis till the date of actual payment by the Procurer.

In case of continued Seller default, Procurer is entitled to terminate the agreement.

8.4. **Sale or Transfer of Premises**

8.4.1. In the event the Procurer sells or transfers the Premises or the building housing the Power Station, it shall give at least One Hundred & Eighty (180) days prior notice to the Seller and will ensure that this Agreement is transferred / novated to transferee, without any interruption in payments. The Procurer shall also ensure that a clause to this effect, to the satisfaction of the Seller, is incorporated in the transfer documents between itself and the transferee.

8.4.2. If either the Procurer or the Seller merges with any other entity, the terms of this Agreement without any alteration shall continue to be binding upon the merged entity.

8.5. Dispute Resolution

8.5.1. Dispute resolution and Conciliation

(a) Any dispute of any nature in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably or in accordance with the procedure set forth in Clauses 8.5.1(b) & 8.5.1(c)

(b) The Parties agree to use their best efforts for resolving all Disputes arising in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

(c) Either Party may refer the Dispute to the senior management of both Parties for amicable settlement, and upon such reference, the senior management of both parties shall meet no later than 10 (ten) days from the date of reference to attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days (or such longer period as mutually decided) of the notice in writing referred to in Clause 8.3.1 either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 8.5.2.

8.5.2. Arbitration

(a) Any Dispute, which is not resolved amicably, as provided above, shall be finally decided by reference to arbitration of a sole Arbitrator mutually appointed by both the parties. Such arbitration shall be held in accordance with the provisions of the Arbitration and conciliation Act, 1996. The venue of such arbitration shall be Pune and the language of arbitration proceedings shall be English.

(b) The arbitrators shall make a reasoned award ("**Award**"). Any Award made in any arbitration held pursuant to this Article shall be final and binding on the Parties.

(c) The Seller and the Procurer agree that an Award may be enforced against the Seller and/or the Procurer, as the case may be.

8.5.3. Parties to Perform Obligations

This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings

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hereunder.

8.6. Termination

8.6.1. This Agreement shall come into effect on the Effective Date and shall remain valid for the Term of the Agreement, unless it has been terminated earlier pursuant to this Clause 8.6.

8.6.2. In the event any Dispute has been referred to arbitration in accordance with clause 8.5.2 and the arbitrators make an Award upholding a Default, a consultation period of thirty (30) days (or such longer period as the Parties may agree) shall apply and 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 such Default having regard to all the circumstances.

8.6.3. At the expiry of thirty (30) days of the consultation period referred to in clause 8.3.2 and unless the Parties have agreed otherwise, the Defaulting Party shall:

(a) pay to the Non-Defaulting Party, an amount equal to the compensation, if any awarded by the arbitrators; and

(b) have the right to terminate this Agreement by serving a seven (7) days-notice in writing to the other Party.

8.6.4. This Agreement may be terminated prior to the Term of the Agreement, if the Seller and Procurer mutually agree in writing in accordance with Clause 8.7 hereof.

8.6.5. The Seller shall reserve the right to amalgamate the provisions of this agreement i.e. Infrastructure development and maintenance agreement and Power Purchase agreement executed between the parties and make the unique novation of these agreements in future.

8.7. Purchase of the Project by The Procurer

8.7.1. The procurer may exit the agreement any time only after Five (5) years from the date of COD by giving three (3) months written notice to the Seller, only to condition that procurer will purchase the Project as per **Annexure 4**.

8.7.2. Seller at its own discretion shall have right either to sell the project to Procurer as per Clause 8.7.3 or remove all materials, plant, machinery and equipment constituting the Power Station from the Site no later than 180 days from the date of Termination;

8.7.3. The Procurer shall purchase the Project from the Seller at the Price specified in **Annexure 4**.

8.7.4. The purchase of the Project by the Procurer shall be completed within 30 (thirty) days from the date of termination of the Agreement.

8.8. Consequences of Termination

8.8.1. The expiry or termination of this Agreement shall not affect the accrued

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rights and obligations of the Parties under this Agreement including payment of relevant sums that may be due to either of the Parties nor shall it affect any of the continuing obligations for which this Agreement provides, either expressly or by necessary implication, for its survival, post its expiry or termination.

8.9. Survival of rights

Notwithstanding anything to the contrary contained in this Agreement, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement, including Termination Payments shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.

8.10. Governing Law

This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of the appropriate courts in Maharashtra.

ARTICLE 9
INDEMNITY

Each Party ("**Indemnifying Party**") agrees to defend, indemnify and hold harmless the other Party ("**Indemnified Party**"), its officers, directors, agents, employees and affiliates (and their respective officers, directors, agents and employees):

(i) from and against any and all liabilities, damages, losses, and other claims arising by reason of bodily injury, death or damage to property sustained by third parties that are caused by an act of gross negligence or the willful misconduct of the Indemnifying Party, (or any of its officer, director, agent or employee) except if such injury, death or damage is attributable to Force Majeure events, the willful misconduct or gross negligence of, or breach of this Agreement by, the other Party (or any of its officer, director, or agent).

(ii) from and against any and all losses, damages, expenses and other costs incurred by the Indemnified Party by reason of a breach by the Indemnifying Party of any of its obligations under this Agreement (unless specific remedies have been provided for such breach under this Agreement), except to the extent that any such claim, action, or proceeding has arisen due to a Force Majeure event, gross negligence, breach of this Agreement or breach of statutory duty on the part of the other Party (or any of its officer, director, or agent).

ARTICLE 10
MISCELLANEOUS PROVISIONS

10.1. Waivers: Any failure on the part of a Party to exercise, and any delay in exercising, exceeding three years, any right hereunder shall operate as a

waiver thereof. No waiver by a Party of any right hereunder with respect to any matter or default arising in connection with this Agreement shall be considered a waiver with respect to any subsequent matter or default.

10.2. **Limitation of Remedies and Damages**: Neither Party shall be liable to the other for any consequential, indirect or special damages to persons or property whether arising in tort, contract or otherwise, by reason of this Agreement or any services performed or undertaken to be performed hereunder.

10.3. If the seller pre close their solar plant and removing the panels from the roof means, the damage happened to the Procurer roof need to be compensated by the supplier / rectification charges need to be paid to procurer.

10.4. In the event of Seller foreclose its operation with Procurer and if any damages suffered/caused/occurred to the properties of the Procurer due to such activity of the Seller, then the Seller should compensate such damages and if any rectification works to be carried out, same shall be done at his cost to the extent of original restoration.

10.5. **Notices**: Any notice, communication, demand, or request required or authorized by this Agreement shall be in writing and shall be deemed properly given upon date of receipt if delivered by hand or sent by courier, if emailed or mailed by registered or certified mail at the time of posting, if sent by fax when dispatched (provided if the sender's transmission report shows the entire fax to have been received by the recipient and only if the transmission was received in legible form), to:

In case of the Seller:	**In case of Procurer:**
M/s JC Instyle Fashion LLP	**Siddhant Group of Intitutions**
Name: Mr. Pravin Jain	Name: Mr. Rajendra Singh Yadav
Designation: Partner	Designation: Managing Director
Address: Plot No. 413, C/1 Gultekdi, Near Hotel Golden Embrald, Marketyard Pune:411037	Address: Chakan Talegaon Road, Sudumbare, Tal- Maval, District Pune-412109
Mobile/Ph. Nos.:----------	Mobile/Ph. Nos.: +919822035271
Fax Nos.: NA	Fax Nos.: NA
Email: _____	Email: siddhantcampus2003@gmail.com

10.4. **Severability:** Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction, shall, not invalidate the remaining provisions hereof and not affect the validity, enforceability or legality of such provision in any other jurisdiction.

10.5. **Amendments:** This Agreement shall not be amended, altered, or modified

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except by a written instrument duly executed by an authorized representative of both Parties.

10.6. **Further Acts and Assurances:** Each Party after convincing itself agrees to execute and deliver all such further agreements, documents and instruments, and to do and perform all such further acts and things, as shall be necessary or convenient to carry out the provisions of this Agreement and to consummate the transactions contemplated hereby.

10.7. **Benefits from Clean Development Mechanism (CDM) / Renewable Energy Credits (REC):** The Seller will be entitled to avail benefit of CDM, REC Taxes & Duties and/ or similar benefits that are obtained towards setting up, operation and ownership of the Project, off taker will be extending necessary support for claiming of benefit however any cost involved in claiming the benefit will be on account of Seller.

10.8. **Assignment:**

10.8.1. Restrictions on assignment and charges

(a) Subject to Clauses10.8.2, this Agreement shall not be assigned by the Seller to any person, except with the prior consent in writing of the Procurer.

(b) Subject to the provisions of Clause 10.8.2, the Seller shall not create nor permit to subsist any encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement to which the Seller is a party except with prior consent in writing of the Procurer.

10.8.2. Permitted assignment and charges

The restraints set forth in Clause 10.8.1 shall not apply to:

(a) liens arising by operation of Law (or by an agreement evidencing the same) in the ordinary course of business of the Project and/or the Seller;

(b) mortgages/pledges/hypothecation of project assets and their related documents of title, arising or created in the ordinary course of business of the Project, and as security only for indebtedness to the lenders and/or for working capital arrangements for the Project and/or the Seller;

(c) assignment of rights, interest and obligations of the Seller to or in favor of the lenders of the Project and/or the Seller; and

(d) liens or encumbrances required by any Law.

10.9. The Procurer shall not be entitled to assign, transfer, contract or otherwise, to any person, corporation or entity any of its rights, benefits and obligations under this Agreement without the prior written consent of the Seller, which consent shall not be unreasonably withheld.

10.10. **Representations and Warranties by the Procurer and Seller**

Each Party hereby represents and warrants to and agrees with the other Party as follows and acknowledges and confirms that the other Party is relying on such representations and warranties in connection with the transactions described in this Agreement:

(a) The Party has all requisite powers and has been duly authorized to execute and consummate this Agreement;

(b) This Agreement is enforceable against the Party in accordance with its terms;

(c) The consummation of the transactions contemplated by this Agreement will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which the Party is bound, which violation, default or power has not been waived;

(d) The Party is not insolvent and no insolvency proceedings have been instituted, nor threatened or pending by or against the Procurer;

(e) There are no actions, suits, claims, proceedings or investigations pending or, to the best of the Party's knowledge, threatened in writing against the Party whether civil or criminal in nature, before or by, any court, commission, arbitrator or governmental agency or authority, which materially adversely affect its ability to comply with its obligations under this Agreement.

10.11. Confidentiality

The Agreement and, in particular, any information provided by either Party to the other or which is identified by the disclosing Party in writing as confidential or proprietary information shall be treated in a confidential manner and shall not be disclosed to any third party without the prior written consent of the non-disclosing Party, which consent shall not be unreasonably withheld. Notwithstanding the preceding, this Article and the restrictions herein contained shall not apply to any data or documentation which is:

(i) required to be disclosed by law or, an order or, a requirement of a regulatory body or a court, after 5 (five) Business Days' notice of such intended disclosure is given by the disclosing Party to the non-disclosing Party or shorter notice if required;

(ii) disclosed by a Party to an affiliate or in connection with an assignment permitted under this Agreement or to its employees, contractors, financiers, advisors, who need access to such information for proper performance of their activities;

(iii) is at the time of disclosure, public knowledge.

10.12 Language

10.12.1 All agreements, documentation, correspondence and communications between the Parties relating to this Agreement under the Agreement shall be written in English, and the Agreement shall be interpreted in accordance with English language.

10.12.2 If any of the agreements, correspondence, communications or documents are prepared in any language other than English, the English translation of such agreements, correspondence communications or documents shall prevail in matters of interpretation

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their fully authorized officers, and copies delivered to each Party, as of the day and year first above stated.

FOR AND ON BEHALF OF
JC Instyle Fashion LLP

Authorized Signatory

Date:
Place:

Witnesses

1. _____

2. _____

FOR AND ON BEHALF OF
Siddhant Group of Institution

Authorized Signatory

Date:
Place:

Witnesses

1. _____

2. _____

Annexure 1

Project Site

Roof of the premises pictured below as identified.

Annexure 2

TARIFF DETAILS

Basic Solar Unit Price	Rs.5
YOY Escalation	3% per Annum

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Annexure 3

Year wise breakup of tariff with 3% Escalation Year on Year

Year	Rate
1	5
2	5.15
3	5.30
4	5.46
5	5.63
6	5.80
7	5.97
8	6.15
9	6.33
10	6.52
11	6.72
12	6.92
13	7.13
14	7.34
15	7.56
16	7.79
17	8.02
18	8.26
19	8.51
20	8.77
21	9.03
22	9.30
23	9.58
24	9.87
25	10.16

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Annexure 4

BUY BACK

Following is the year wise breakup of the buyback price,

Year	Price
1	₹ 1,03,40,000
2	₹ 1,01,33,200
3	₹ 99,30,536
4	₹ 97,31,925
5	₹ 95,37,287
6	₹ 93,46,541
7	₹ 91,59,610
8	₹ 89,76,418
9	₹ 87,96,890
10	₹ 86,20,952
11	₹ 84,48,533
12	₹ 82,79,562
13	₹ 81,13,971
14	₹ 79,51,692
15	₹ 77,92,658
16	₹ 76,36,805
17	₹ 74,84,068
18	₹ 73,34,387
19	₹ 71,87,699
20	₹ 70,43,945
21	₹ 69,03,066
22	₹ 67,65,005
23	₹ 66,29,705
24	₹ 64,97,111
25	₹ 63,67,169

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Annexure 5

Year	Degeneration Factor (% YoY)	Net Generation (kWh)
1	0%	168728
2	0.70%	338384
3	0.70%	336015
4	0.70%	333663
5	0.70%	331328
6	0.70%	329008
7	0.70%	326705
8	0.70%	324418
9	0.70%	322147
10	0.70%	319892
11	0.70%	317653
12	0.70%	315429
13	0.70%	313221
14	0.70%	311029
15	0.70%	308852
16	0.70%	306690
17	0.70%	304543
18	0.70%	302411
19	0.70%	300294
20	0.70%	298192
21	0.70%	296105
22	0.70%	294032
23	0.70%	291974
24	0.70%	289930
25	0.70%	287901

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CHAUDHARI ATARSINGH YADAV MEMORIAL EDUCATION TRUST

Linguistic Minority (Hindi)

Reg. No. E-3905, Pune (Registered Under Bombay Public Trust Act 1950)

• Add. : ION - 7, 6 th Floor, behind Citi One Mall Morwadi, Pimpri, Pune - 411018.

• E-mail : siddhantcampus2003@gmail.com • Website : www.siddhantgroup.edu.in

President : R. S. Yadav

Ref. No. : CAYMET 1563/0871/2018 **Date :** 24/09/2018

WORK COMPLETION & COMMISSIONING CERTIFICATE

221kWp SOLAR PHOTOVOLTAIC (SPV) POWER PLANT

It is certified that **M/s Shalaka Infra-Tech (I) Pvt Ltd,** (EPC) a company incorporated under the Companies Act 1956 having its registered office at "Shalaka House", Plot No. 22 Gajanan Housing Society, Next to LIC Housing Finance, Ganeshkhind Road, Shivaji Nagar, Pune-411016 in joint venture with **M/s Blue Sun Energies LLP**, (EPC) a Limited Liability Partnership incorporated under the Limited Liability Partnership Act 2008, having it's registered office at M No 4/574, S No 3/1 2/1A, Bhagyalaxmi Apartment, Dhayarigaon, Pune 411041, were awarded the contract for Design, Supply, Installation, Testing and Commissioning of **221kWp (TWO HUNDRED & TWENTY ONE KILOWATT PEAK)** capacity Solar Photovoltaic Power Plant at **Siddhant Group of Institutions India** (Buyer) on a complete turnkey basis on behalf of **M/s JC Instyle Fashion LLP**, (Investor) with Registered office at Plot No. 413 C/1 Gultekdi, Near Hotel Golden Embrald , Marketyard Pune: 411037.

Technology Used

The plant used high efficiency Poly crystalline **modules** with **Fixed Tilt** (South)

Scope of Work

The scope of the work was as follows:-

Engineering

(a) Design and Engineering of entire the plant
(b) Preparation of Detailed Project Report
(c) Inspection of Modules, Inverters and BOS at Manufacturing Works
(d) Testing of all components on receipt

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Procurement

(a) Fixed Tilt Structure module mounting structures, including associated hardware, and all other equipment required to make the system complete.
(b) Inverters, Controls and monitoring for DC string monitoring and balancing.
(c) Input and output protection and isolators as required and per approved SLD.
(d) Interconnecting cables, switchgears, as per the approved SLD.
(e) All cables for connecting the solar modules, strings, arrays and interconnection including all hardware.

CHAUDHARI ATARSINGH YADAV MEMORIAL EDUCATION TRUST

Linguistic Minority (Hindi)

Reg. No. E-3905, Pune (Registered Under Bombay Public Trust Act 1950)

• Add. : ION - 7, 6 th Floor, behind Citi One Mall Morwadi, Pimpri, Pune - 411018.

• E-mail : siddhantcampus2003@gmail.com • Website : www.siddhantgroup.edu.in

President : R. S. Yadav

Ref. No. : CAYMET 1509S/0871/2018 **Date :** 24/09/2018

(f) All Junction boxes, array JB, etc.
(g) SCADA and complete plant control and monitoring system incl. monitoring instruments.
(h) Tariff Metering, Protection and Synchronization equipment as required to meet all the requirements of the State Grid Code.
(i) Fire Protection Equipment.

Construction

(a) Foundations for Mounting Structures.
(b) Foundations for Inverters and Outdoor enclosures for inverters etc
(c) Cable trays and all associated accessories as required.
(d) Supply erection, testing and commissioning of Balance of Plant systems such as Earthing & Grounding system complete with earth mat, earth pits etc.
(e) Complete Lightning protection system.

Miscellaneous

(a) All Statutory approvals such as Chief Electrical Inspector approval of the Complete system.
(b) Support to Owner in getting all other permits and Licenses.
(c) Installation, testing, commissioning, Performance Guarantee testing, CEIG and other approvals and handing over of the complete Solar PV plant.
(d) Supply of all Design and Actual Drawings, O&M Manuals.

The plant was commissioned on **24th of September 2018** and is working satisfactorily since then.

Place: Pune

Date: 24/09/2018

Authorized Signatory

CHAUDHARI ATARSINGH YADAV MEMORIAL EDUCATION TRUST SUDUMBARE PUNE

Siddhant Group of Institute

C. A. Y. M. E. Trust's
Siddhant College of Engineering.
(Approved by AICTE, Recognized by Govt. of Maharashtra and Affiliated to S.P. Pune University & MSBTE)
At. Post - Sudumbare, Tal. - Maval, Dist. - Pune, PIN - 412 109. 02114-661904.

Shri. Rajendra Singh Yadav.
President

Dr. L. V. Kamble
Principal

LIFT FACILITIES

Siddhant College of Engineering SEAL Sudumbare, Pune-412109

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Siddhant College of Engineering Sudumbare Pune-412109 SEAL

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