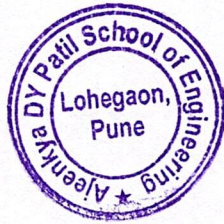
 <b>AJEENKYA</b> DY Patil School of Engineering	<p>“Empowerment through quality technical education”</p> <p><b>AJEENKYA DY PATIL SCHOOL OF ENGINEERING</b></p> <p>Dr. D. Y. Patil Knowledge City, Charholi Bk., Via. Lohegaon, Pune – 412 105.</p>
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**4.4.2 - There are established systems and procedures for maintaining and utilizing physical, academic and support facilities - laboratory, library, sports complex, computers, classrooms etc.**

Sr. No	Particulars
1	Power Sale Agreement
2	Lift Agreement
3	Infrastructure Policy



  
**Principal**  
**Principal**  
**Ajeenkya DY Patil School of Engineering, Lohegaon, Pune**

भारतीय गैर न्यायिक

भारत INDIA

₹. 500

FIVE HUNDRED RUPEES

पाँच सौ रुपये

Rs. 500



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वस्तु प्रकार अंकीय वस्तु नोंदणी करणार आहेत का? होय/नाही.

मिळकतीचे वर्णन रिन्यू सन फ्लश एलडी

मुद्रांक विकत घेणाऱ्याचे नाव पता अजेनक्या डी.य. पाटील इन्फ्रा-एलडी

दुसऱ्या पक्षकाराचे नाव हस्ते व्यहतीचे नांव व पत्ता अंकीय 400000

*[Signature]*

SANGIETAA LOKANDE

संख्या क्र. 2201928

मुद्रांक विकत घेणाऱ्याची सारी माहिती वस्तु नोंदणी, वडगावडन रोड, पुणे-9 ज्या कारणासाठी रजदारी मुद्रांक रजिस्ट्री केले आहे, त्याची त्याच कारणासाठी मुद्रांक रजिस्ट्री केलेल्यास 6 महिने ताल बंधनकारक राहते.



POWER SALE AGREEMENT Between

RENEW SUN FLASH PVT. LTD. And

AJEENKYA D Y PATIL INFRA PVT. LTD.

For AJEENKYA D Y PATIL INFRA PVT. LTD. *[Signature]* AUTHORIZED SIGNATORY

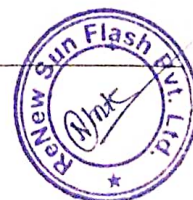


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For AJEENKAR PATIL INFRA PVT. LTD.  
  
AUTHORISED SIGN

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**POWER SALE AGREEMENT**

Between

**RENEW SUN FLASH PVT. LTD.**

And

**AJEENKYA D Y PATIL INFRA PVT. LTD.**

This Solar Photovoltaic Program Power Purchase / Sale Agreement ("**Agreement**") is made, entered into and effective as of this date the day of June 14, 2019 (the "**Effective Date**") by and between

**ReNew Sun Flash Private Limited**, a private limited company incorporated under the Companies Act, 1956, having its registered office at 138, Ansal Chambers II, Bikaji Cama Place, Delhi-110 066 and its corporate office ReNew Hub, Commercial Block-1, Zone 6, Golf Course Road, DLF City Phase-V, Gurugram, 122009, Haryana, (hereinafter referred to as the "**Power Producer**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) as party of the FIRST PART.

AND

**Ajeenkya D Y Patil Infra Private Limited (Formerly known as Dr. D Y Patil Educational Enterprises Pvt. Ltd.)**, a company incorporated under the Companies Act, 1956, and having its registered office at Dr. D Y Patil Knowledge City, Charholi Bk, Lohegaon, Pune, Maharashtra-412105 (hereinafter referred to as the "**Offtaker**", which expression shall, unless repugnant to the context or meaning thereof, include all its successors and permitted assigns) as party of the SECOND PART.

The Power Producer and the Offtaker shall hereinafter be collectively referred to as the "**Parties**" and individually as "**Party**".

**1. RECITALS**

**WHEREAS:**

- A. The Power Producer is engaged in the business of electricity generation through renewable resources.
- B. The Offtaker is a reputed company engaged in the business of Education with sufficient rooftop, parking and ground mounted area in its plant situated at Dr. D Y Patil Knowledge City, Charholi Bk, Lohegaon, Pune, Maharashtra which the Offtaker agrees to make available to the Power Producer or at the Power Producer's discretion, to its assignees for the construction, operation and maintenance of a solar power generating plant having a capacity upto 800 kWp (on RCC Roof, Parking and ground mount, can be change based on detail design and actual site condition) (hereinafter referred to as the "**Plant**"), and to purchase from Power Producer the electric energy produced from the Plant. Provided that the Power Producer shall provide the Offtaker with a list of such assignees. The Parties agree that the Power Producer or its assignees shall not have any lien on the Premises provided by the Offtaker in any shape or form whatsoever and the Offtaker and its assignees shall not have any lien on the Power Plant in any shape or form whatsoever.
- C. The Power Producer has represented to the Offtaker that the Plant shall be set up by the Power Producer. Further the Parties understand that the Power Producer may create a charge on the Plant excluding the Premises on which the Plant is erected, but in no event the creation of charge on the Plant shall have any effect on this Agreement and shall not affect the business of the Offtaker.
- D. The Parties by way of this Agreement wish to record the terms and conditions on the basis of which the Power Producer would set up the Plant and supply electricity to the Offtaker.

**NOW, THEREFORE IN VIEW OF THE FOREGOING PREMISES AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS SET OUT BELOW, THE PARTIES HEREBY AGREE AS FOLLOWS:**

AJEENKYA D Y PATIL INFRA PVT. LTD.  
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## 2. DEFINITIONS AND INTERPRETATIONS

### 2.1. Definitions

In this Agreement, unless the context otherwise requires, Capitalized terms otherwise used shall have the respective meanings assigned to them in Exhibit II ("Definitions").

### 2.2. Interpretations

2.2.1 The table of contents and headings in this Contract are inserted for convenience only and shall not affect its interpretation or construction.

2.2.2 All references made in this Agreement to "Clauses", "Exhibits" and "Schedules" shall refer, respectively, to Clauses of and Exhibits and Schedules to this Agreement. The Exhibits and Schedules to this Agreement form part of this Agreement and shall be in full force and effect as though they were expressly set out in the body of this Agreement.

2.2.3 Clause headings are for convenience only and shall not affect the interpretation of this Agreement. References to Clauses are specifically made, and where not specifically made, shall mean a reference to the entire Clause of the Agreement along with the numbered clauses or sub-clauses falling under the main clause, which have been appropriately identified by way of numbering and indentations such that an indented clause underneath a main clause shall be construed to be a part of that main clause, if not specifically referred to.

2.2.4 The words "hereto", "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

2.2.5 The word "person" shall include individuals; partnerships; corporate bodies (including but not limited to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; governmental bodies and agencies; and regulated utilities.

2.2.6 The word "including" and "include" shall be deemed to be followed by the words "without limitations".

2.2.7 In the event of any conflict between the text of this Agreement and the contents of any Schedule hereto, the text of this Agreement shall govern.

2.2.8 Each of the representations and warranties provided in this Agreement is independent of the other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause.

2.2.9 Any reference to any statute or statutory provision shall include

- a) all subordinate legislation made from time to time under that statute or provision (whether or not amended, modified, re-enacted or consolidated);
- b) such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced.

2.2.10 Any grammatical form or variation of a defined term herein shall have the same meaning as that of such term;

2.2.11 The words/ expressions used in this Agreement but not defined herein, unless repugnant to the context, shall have the same meaning as assigned to them in the context in which these have been used in the Agreement provided that the respective meanings, if any, assigned to such undefined words/ expressions in the Electricity Act, 2003 shall also be taken into consideration for harmonious interpretation of the Agreement.

## 3. TERM

### 3.1. Segregation into Periods

This Agreement shall consist of an Initial Period and an Operations Period. As used herein, 'Term' shall mean all of the Initial Period and the Operations Period, unless the Power Producer or the Offtaker terminates the Agreement earlier in accordance with the terms of this Agreement.

### 3.2. Initial Period

The Initial Period will begin on the "Effective Date" as set forth above and will terminate on the earlier of the Commercial Operation Date or the date on which the Agreement is terminated pursuant to the provisions of Clause 4.4 hereof. The Parties agree that the Power Producer shall

For REENKYA DY PATIL INFRA PVT. LTD.  
AUTHORIZED SIGNATURE

PPA



ensure commissioning of the whole project within 180 days from the Effective Date ("Scheduled Commissioning Date"). In the event the Power Producer fails to achieve commissioning of the Plant by the Scheduled Commissioning Date, the Power Producer shall be liable to pay to the Offtaker liquidated damages at the rate of INR 1,000 per day of delay.

Liquidated damages will be paid by the Power Producer for a period of 90 days after which Offtaker may exercise its right to terminate this Agreement and provisions of clause 4.4 will be applicable.

In the event commissioning of the Plant is delayed for reasons attributable to the Offtaker or constitutes an Offtaker Event of Default and a consequent delay in the achievement of the Commercial Operation Date, the stipulated time period for the achievement of the COD shall be extended on a day to day basis without any penalty to the Power Producer. In the event such an Offtaker Event of Default extends for a period exceeding 3 months, the Power Producer shall have the right to terminate this Agreement and the Offtaker shall be liable to pay to the Power Producers all costs expended on the Plant along with an interest of 8% calculated from the date on which such amount was spent / deemed to be spent until the date of payment by the Offtaker or INR 2000/kWp of the total capacity of the Project, whichever is higher.

3.3. Operations Period

The Operations Period will commence on the Commercial Operation Date and will terminate on completion of 15 Years from the date of the Commercial Operation Date.

3.4. Access Specifications

3.4.1. The Offtaker hereby grants the Power Producer and its agents, (including its contractors, subcontractors, persons responsible for implementing the Plant, and the Financing Party) access rights into the Premises, for the Term of this Agreement, at reasonable times and upon reasonable notice, for the purposes of designing, installing, inspecting, operating, maintaining, repairing and removing the Plant, and any other purpose set forth in this Agreement, and otherwise in accordance with the provisions of this Agreement.

3.4.2. The Offtaker shall provide the Power Producer and its agents the following permissions required to work at the Site:

- a) Vehicular & Pedestrian Entry Permissions: The Offtaker shall provide permission to enter for site vehicles and workers for the purpose of designing, installing, operating, maintaining, repairing and removing the Plant. In exercising such access, the Power Producer shall reasonably attempt to minimize any disruption to activities occurring on the Site.
- b) Transmission Lines & Communication Cables: The Offtaker shall provide the Power Producer the right to locate transmission lines and communications cables across the Site. The location of any such transmission lines and communications cables outside the areas designated on Exhibit I shall be subject to the Offtaker's approval and shall be at locations that minimize any disruption to Offtaker's activities occurring on the Site.
- c) Storage: Adequate storage space on the Site shall be made available on the Premises for materials and tools used during construction, installation, and maintenance of the Plant by the Offtaker. The Power Producer shall be responsible for providing shelter and security for stored items during construction and installation of the Plant.
- d) Utilities: Water, drainage and electrical connection in the Premises shall be provided by the Offtaker to enable the Power Producer to install, operate and maintain the Plant. Further, if the Offtaker wishes to access the plant generation data then the Offtaker can access the same via the remote monitoring credentials provided by Power Producer.

The Offtaker shall, at its own cost, provide to the Power producer:

- (i) Adequate water for the cleaning of the modules; and
- (ii) Up to 100 units of electricity monthly for the purpose of enabling the Power Producer to undertake its obligations under this Agreement.

### 3.5 Easement Rights, Permissions, Approvals and Authorisations

- 3.5.1 Immediately upon the commencement of the Initial Period, the Offtaker shall provide entry permissions to Power Producer to execute scope of work as defined in this Agreement.
- 3.5.2 The Offtaker will insulate the Power Producer from risk arising from authorities appointed under all Applicable Laws in relation to usage of the Premises such as, but not limited to, the Municipal Authorities, authorities responsible for urban development and regulation, Fire Safety authorities, etc. requisite permissions and approvals relating to the existing building, factory inspectors, lenders, etc. for the purposes of setting up of the Plant.
- 3.5.3 The Offtaker shall provide the relevant support for follow up as and when required by the Power Producer for obtaining the necessary permits/approvals from the relevant authorities. Notwithstanding the generality of the above provision of this Clause, the sole responsibility and obligation to get all permissions, licenses and authorizations, including appropriate permits for usage of the Site for setting up the Plant shall at all times vest with the Power Producer. The Power producer shall be responsible for obtaining and maintaining all approvals relating to installation and operation of Plant, all the statutory charges for above approvals will be paid by Power Producer and Offtaker will assist in completing documentation where necessary for obtaining quick approvals.

## 4. PLANNING, INSTALLATION AND OPERATION OF PLANT

### 4.1. Site Assessment and Planning

During the Initial Period, the Power Producer shall have the right, at its own expense, to assess the suitability of the Premises for the Plant and shall act diligently in conducting such assessment. The assessment shall include the right to inspect the physical condition of the structures on which the Plant will be located; to apply for permits or other governmental authorizations necessary for the construction of the Plant; to arrange interconnections with the Local Electric Utility; or to make any other investigation or determination necessary for the financing, construction, operation or maintenance of the Plant.

### 4.2. Commencement of Construction

At any time during the Initial Period, upon at least ten (10) Business Days' notice to the Offtaker, the Power Producer shall have the right to commence installation of the Plant on the Premises. The Power Producer agrees to comply with all of the Offtaker's safety norms, while undertaking its obligations under this Agreement.

### 4.3. Major Components of the Plant

As of the date hereof, the Power Producer anticipates that the Plant shall consist of the Major Components as set forth in SCHEDULE C hereof. During the project execution due to reasons not attributable to Power Producer, if there is a requirement to change the Major Components for the benefit of the project same will be notified to the Offtaker by the Power Producer. Approval of such modification of design must not be unreasonably withheld by the Offtaker.

### 4.4. Termination of Development Activities

Notwithstanding anything contained in this Agreement at any time during the Initial Period, the Power Producer shall have the right to cease development of the Plant on the Premises, for reasons only dealing with changes in law or government regulations coming into effect after the Effective Date, which would render the Project unviable. If the Power Producer gives the Offtaker notice of such determination, this Agreement shall stand terminated effective as of the delivery of such notice without any further liability of the Parties to each other, provided that

- 4.4.1. The Power Producer shall remove any equipment or materials which the Power Producer has placed on the Site;
- 4.4.2. The Power Producer shall restore any portions of the Site disturbed by the Power Producer to its pre-existing condition, i.e. prior to the commencement of construction;
- 4.4.3. The Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and
- 4.4.4. The confidentiality provisions under Clause 14, the indemnity obligations under Clause 15 hereof, and the dispute resolution provisions of Clause 22 hereof shall continue to apply notwithstanding the termination of this Agreement.



4.5. Contractors

The Power Producer shall use contractors / independent agents to perform the work of installing, operating, and maintaining the Plant at its own discretion. In such appointment of contractors / independent agents, the Power Producer ensures to follow safety, EHS and other norms as per the industry practice Provided that the appointment of such contractors shall not relieve the Power Producer from its obligations under this Agreement.

4.6. Site Security

The Offtaker will assist with security of the Plant from the commencement of construction till the time that this Agreement is in effect, to the extent of its existing security procedures, practices, and policies that apply to the Premises. The Offtaker will advise the Power Producer immediately upon observing any damage to the Plant. During the Operations Period, upon request by the Power Producer, such as Power Producer receiving data indicating irregularities or interruptions in the operation of the Plant, the Offtaker shall, as quickly as reasonably possible, send a person to observe the condition of the Plant and report back to the Power Producer on such observations.

4.7. Safety codes

The Power Producer should ensure that all workers working at the Plant will wear ISI approved safety gear as may be required such as safety shoes, safety helmets, and any other safety gear required to perform safe installation and shall take care of all required measures to ensure safety measures to all the workers.

- 4.8 The power supplied would be injected at 415 V, 50Hz, into the LT panel. Suitable provisions will be setup by the Power Producer to maintain the quality of power as per the provisions of the Indian electricity codes.

5. **SALE OF ELECTRIC ENERGY**

5.1. Sale of Electricity

Throughout the Operations Period, subject to the terms and conditions of this Agreement, the Power Producer shall sell only to Offtaker and Offtaker shall buy from Power Producer all electric energy produced by the Plant, whether or not the Offtaker is able to use all such electric energy. Title to and risk of loss with respect to the energy shall transfer from Power Producer to Offtaker at the Point of Delivery.

5.2. Expected Energy Supply

a. The Power Producer estimates the amount of electric energy to be produced by the limits on the Plant on annual basis subject to Global Horizontal Irradiation ("GHI") based on following broad assumptions

- Expected Energy Generation /annum= 1485 kWh/kWp for 1<sup>st</sup> Year, please refer to Schedule D for Expected Year on Year Energy Production
- Module Degradation Factor= 0.7%
- Global Horizontal Irradiation = 2000 kWh/m<sup>2</sup>
- Size of the Plant= Upto 800 kWp
- Grid Availability

b. The Power Producer shall ensure that the 85% Expected Energy Generation (as outlined in Schedule D) including Deemed Generation is supplied on annual basis. However, if there is any reduction in generation due to reasons attributable to Offtaker or due to actual GHI, the same should be reduced from the Expected Energy Generation. In case of supply lower than of the 85% of Expected Energy Generation, the Power Producer should compensate to the Offtaker for the difference in Variable Charge and applicable solar tariff as per this Agreement for shortfall in solar energy for that year.

Explicit understanding of 5.1 and 5.2 clause has been indicated in Schedule D.

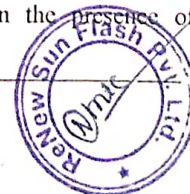
5.3. Joint Meter Reading

a. Monthly Meter Reading:

For every calendar month, joint meter reading of main meter and the Check meters installed at the respective locations shall be conducted on 1<sup>st</sup> working day of every calendar month @ 11:00 AM, either by reviewing the recordings on the online billing software or in the presence of

61P 2026  
For AJEENKHYA DY PATIL INFRA PVT. LTD.  
AUTHORISED SIGN

PPA





representatives of both the Parties, as may be mutually agreed between the Parties. If the first day of the month is a public holiday or Sunday, then in such cases the joint meter reading shall be conducted on the immediate next day. However, in such cases, the Parties shall inform each other party in advance. The format for monthly joint meter reading is attached. The meter reading can also be taken through the remote monitoring provision provided the remote monitoring facility is functional and is capable of reading the energy meter readings.

b. Meter Inspection & Sealing:

The energy meter shall be jointly inspected and sealed by the Power Producer and shall not be opened, calibrated or tested except in the presence of the representatives of both the Parties. In each case, seal details of old and new seals installed at the meter box is to be mentioned on the joint meter reading format or meter testing report. Energy Recording:

i. Difference in energy measurement between main meter and check meters:

At the time of taking monthly joint meter reading, if the electrical energy consumption reading of the main meter differs from the readings of the corresponding check meter by more than +/- 5%, in such case the main meter shall be tested first as per ISI guidelines and if on such testing, the main meter error is found to exceed specific limits prescribed in the standards, then the main meter shall be re-calibrated or replaced by correct meter, within next 7 working days from the date of testing. If the main meter is found correct, the check meter shall be tested and re-calibrated or replaced by correct meter, within next 7 working days from the date of testing. The charges for the meter testing/calibration shall be borne by the Power Producer.

ii. Billing in case of faulty meter

In the event of variation exceeding the permissible limits, the billing should be done based on the correct meter (main or check). The joint metering should be taken after such re-calibration/testing.

c. Annual Meter Testing:

All meters shall be checked/tested for accuracy on a yearly basis in the presence of both the Parties and shall be tested as working satisfactory so long as the errors are within the limits prescribed for meters of the specific class. Energy consumption recorded in the main meter will form the basis of billing, so long as the yearly checks show that errors if any are within the permissible limits. If the check or main meter is found defective during the annual checking, the error will be rectified and it shall be immediately replaced at the cost of the Power Producer.

d. Calibration Procedure:

All meters shall be calibrated on an annual basis by a government approved agency and the cost for the calibration shall be borne by the Power Producer. Meter readings shall be taken after the completion of calibration procedure in the presence of authorised representatives of both the Parties. Metering system, calibration procedure and the procedure of taking meter readings could be modified from time to time as may be decided by both the Parties with mutual understanding.

- (a) The Main Metering System at the Delivery Point shall in terms of its technical standards, description, accuracy, calibration, comply fully with the requirements of the relevant standards under the Applicable Law and shall be regularly tested as per the government regulation. This will consist of main meter and a check meter.
- (b) The Main Metering and **Check Meter** System shall be installed, maintained and owned by the Power Producer. It shall be installed at a place accessible to the meter readers of both the Parties. The Offtaker shall have full access to the Main Metering System, and to any data generated thereby.
- (c) The Offtaker may install an additional meter, at its own cost, to verify the measurements of the Main Metering System.
- (d) Power Producer shall install the meter(s) to meet the technical and regulatory requirements stipulated by the relevant authorities.

The risk and title to the electricity supplied by the Power Producer shall pass to the Offtaker at the Point of Delivery.

## 6. DAMAGE

### 6.1. Damage by Offtaker

In the event that the Plant is damaged by any act, negligence or omission by the Offtaker, or any of its employees, agents, contractors or affiliates, the Offtaker:

- 6.1.1. Shall be responsible for any cost of repairing or replacing any component of the Plant and rectifying the damage.
- 6.1.2. Shall continue to be billed as per Deemed Generation until the Plant is restored to full capacity, and the Offtaker shall be responsible for the payment of these bills

### 6.2. Damage by Power Producer

In the event that the Plant is damaged by any act, negligence or omission by the Power Producer, or any of its employees, contractors or affiliates, the Power Producer:

- 6.2.1. Shall be responsible for the cost of repairing the Plant or replacing the component of the Plant
- 6.2.2. Shall not bill the Offtaker for any Deemed Generation. If such Deemed Generation is billed to the Offtaker, the Offtaker shall not be obliged to pay the amount to the Power Producer.

## 7. RATES, BILLING AND PAYMENT SCHEDULE

### 7.1. Rates

The Offtaker shall pay to the Power Producer all charges for electricity supplied and Deemed Generation, if any, at the rates set forth in *SCHEDULE A* attached hereto, which shall be exclusive of all Regulatory Charges that may become applicable during the subsistence of this Agreement.

### 7.2. Billing

The Offtaker shall pay for the electricity supplied at delivery point, by the Plant monthly. Promptly after the end of each calendar month, the Power Producer shall provide the Offtaker with an invoice setting forth the quantity of electricity produced by the Plant in such month, the applicable rates for such, and the total amount due, which shall be the product of the quantities and the applicable rates. The monthly joint reading format (signed by authorized representatives of Power Producer and Offtaker) will be attached along with the bill otherwise the invoice of the month shall not be accepted by the Offtaker. However, if the remote monitoring system is implemented which has the ability of capturing the real time energy meter readings, the same may be used for billing and physical signing of energy meter records shall not be required.

### 7.3. Invoice Delivery

Invoices shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; (iv) transmitted by email (such transmission to be effective on the day of receipt if received prior to 5:00 pm local time on a Business Day or in any other case as of the next Business Day following the day of transmittal)

### 7.4. Payment Security

The Security Deposit for the amount equivalent to 3 month revenues shall be for a period of one year and continue till the term of this Agreement. The Power Producer shall be entitled to invoke such Security Deposit for its full face value or part thereof, in case of an Offtaker Event of a Default. Upon such Security Deposit being fully or partly invoked by the Power Producer during the term of this Agreement, the Offtaker shall be liable to replenish such Security Deposit to its original value within a period of 30 days. Such encashment of the Security Deposit by the Power Producer, shall not impact in any way the recovery of any other monthly arrears that may be due on the part of the Offtaker or any payment at the time of termination of this Agreement including payment of Buy Out value due as contemplated in this Agreement. At the end of this Agreement or on termination of this Agreement, whichever is earlier if no Offtaker Event of Default exists, the Power Producer will return to the Offtaker such Security Deposit within a period of thirty (30) days.

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For A/EENADY PATIL INFRA PVT. LTD.  
AUTHORISED SIGNATORY



7.5. Payment

The Offtaker shall pay each invoice within fifteen (15) days of receipt of the invoice ("Due Date"). Payments shall be made by electronic funds transfer to an account designated by the Power Producer in the invoice or in a written notice delivered to the Offtaker. Any payments after the Due Date would attract an interest @ 1.5%/ month, calculated on the amount of outstanding payments, on a day to day basis for each of the delay ("Late Payment Surcharge"). The Late Payment Surcharge shall be claimed by the Power Producer, through its subsequent invoices.

7.6. Disputed Invoices

7.6.1. If the Offtaker objects to all or a portion of an invoice, the Offtaker shall, on or before the date payment of the invoice is due:

- (i) Pay 100% of the undisputed portion of the invoice, and
- (ii) Provide an itemized statement of its objections setting forth in reasonable detail the basis for its objections.

7.6.2. If Offtaker does not object prior to the Due Date, Offtaker shall be obligated to pay the full amount of such invoices but Offtaker may subsequently object to such invoice and, if such objection proves to be correct, receive a refund of the disputed amount; Provided, however, that Offtaker may not object to any invoice more than eighteen (18) months after the date on which such invoice is rendered. The right to dispute or object to an invoice, shall, subject to the time limitation provided in this Clause 7.6.2, survive the expiration or termination of this Agreement.

7.6.3. Any adjustments shall be made in the invoice of the subsequent months.

7.6.4. Disputes shall only be entertained on issues pertaining to meter readings and other factual aspects and not on the Tariff for Electricity if the correct Tariff is applied for billing.

8. SUPPLEMENTAL POWER

8.1. Interconnection

The Power Producer shall be responsible for arranging the interconnection of the Plant with the Offtaker's Local Electric Utility and fulfilling any other requirements of the distribution licensees. Obtaining net metering approvals shall be the responsibility of the Power Producer and all the costs related to net metering application will have to be borne by the Offtaker.

Entitlement to Tax Incentives

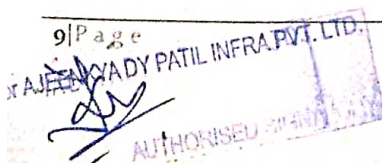
The Power Producer (and/or its assignee as may be identified and appointed at its sole discretion) shall be entitled to any Tax Incentives that may arise as a result of the operation of the Plant and shall be entitled to transfer the ownership over the Plant or construct the Plant for such Financing Party who is able to utilize such Tax Incentives. The Offtaker shall provide reasonable assistance to Power Producer in preparing all documents necessary for Power Producer to receive such Tax Incentives. Any tax incentives arising as a result of solar power generation shall be the right of the Power Producer or the Financing Party and any tax incentives arising due to consumption of solar power shall be the right of the Offtaker

Environmental Attributes

If, at any time during the Term, the project is or becomes entitled to receive carbon credits or any other similar benefits, the Power Producer shall have such benefits. However, any necessary cost associated with claiming the benefits of these environmental attributes shall be borne or reimbursed by the Offtaker.

8.2. No Resale of Electricity

The electricity purchased by the Offtaker from the Power Producer under this Agreement shall not be resold, assigned or otherwise transferred to any other person without prior approval of the Power Producer, which approval shall not be unreasonably withheld, and the Offtaker shall not take any action which would cause the Offtaker or the Power Producer to become a utility or public service company.



## OWNERSHIP OF PLANT, LIENS, MORTGAGES

### 8.3. System Ownership

- 8.3.1. Except as provided in *Clause 9*, the Power Producer or its assignee shall be the legal and beneficial owner of the Plant at all times prior to transfer of the same to the Offtaker. The Plant is a movable property of the Power Producer or the Financing Party or their assignee as the case may be, and shall not attach to or be deemed a part of, or fixture to, the Site. The Power Producer shall not be restricted from representing that it has developed the Plant for the Offtaker and shall have the right to display notices and hoardings stating that the Plant has been installed by the Power Producer and that it is the sole and rightful owner of the Plant.
- 8.3.2. The Offtaker covenants that it will place all persons having an interest in or lien upon the real property comprising the Premises, on notice of the ownership of the Plant and the legal status or classification of the Plant as movable and personal property of the Power Producer or its assignee as the case may be. The Offtaker shall make any necessary filings to disclaim the Plant as a fixture of its respective Premises and Site with the appropriate authorities to place all interested parties on notice of the ownership of the Plant by Power Producer or its assignee as the case may be.

### 8.4. Liens

- 8.4.1. To the extent permitted by Applicable Law, each Party shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, security interest, encumbrance or claim of any nature, including claims by governmental authorities for taxes (collectively referred to as "Liens" and each, individually, a "Lien") on or with respect to the interests of the other in the Site, the Premises, and the Plant, and in the access rights granted hereunder.
- 8.4.2. Each Party shall promptly notify the other of the imposition of a Lien on the property interests of the other Party, and shall promptly discharge such lien, provided however, that a Party may seek to contest the amount or validity of any Lien affecting the property of the other Party, provided it timely complies with all procedures for contesting such Lien, posts any bond or other security necessary under such procedures, and if such procedures do not require the posting of security, the Party establishes for the benefit of the other Party a deposit, letter of credit, or other security acceptable to the other Party to indemnify the other Party against any Loss which could reasonably be expected to arise if such Lien is not removed or discharged.

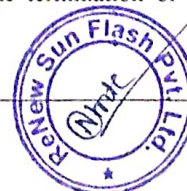
### 8.5. Non Disturbance Agreements

The Offtaker shall pay for and obtain all consents required for it to enter into and perform its obligations under this Agreement from its lenders, landlord, tenants, and any other persons with interests in the Site. If there is any charge against the Premises which could reasonably be construed as prospectively attaching to the Plant, the Offtaker shall promptly provide an acknowledgement and consent from such lienholder, in form and substance reasonably acceptable to the Power Producer, stating that the ownership of the property in goods over the Plant remains in the Power Producer and further acknowledging that the Plant is personal property of Power Producer and agreeing not to disturb the rights of Power Producer in the Plant and under this Agreement. Such acknowledgment and consents, or acceptable notices thereof, shall be recorded, at Offtaker's expense, with the appropriate authority. Offtaker may in the future mortgage, pledge, and grant security interests in all or a portion of the Site and the improvements thereon, provided the mortgagee or other grantee of the encumbrance acknowledges this Agreement, the Plant, the access permissions granted hereunder, and the priority of Power Producer's rights in the Plant and the access permissions.

## 9. PURCHASE OPTIONS, REMOVAL AT END OF TERM

### 9.1. End of Term Purchase Option

The Offtaker shall have the right to purchase the Plant from the Power Producer at the expiration of the Operations Period at the Buy Out Value of Rs 1.0 (rupee one only) for the Plant.—The Offtaker hereby agrees that it shall be solely liable to bear all taxes as may be applicable for the purchase of the Plant from the Power Producer. The Parties agree that such right under this clause shall be exercised by the Offtaker at least 2 months prior to the termination of this Agreement.



9.2. Transfer of Ownership

Upon Offtaker's notice that it elects to exercise the option set forth in Clause 9.1, the Offtaker and the Power Producer shall enter into an agreement in mutually agreed terms to transfer the Plant and the rights and obligations attached thereto.

9.3. Operation & Maintenance After Sale

Upon Offtaker's notice that it elects to exercise the option set forth in Clause 9.1, the Offtaker and the Power Producer shall discuss entering into an operation and maintenance agreement under which Power Producer shall perform all or a portion of the operation and maintenance requirements of the Plant following Offtaker's purchase of the Plant. However, neither Party shall be under an obligation to enter into such an agreement.

9.4. No Survival of Purchase Option

The options for Offtaker to purchase the Plant under Clause 9.1 shall not survive the termination of this Agreement.

**10. SHUTDOWNS, RELOCATION; CLOSURE OR SALE OF SITE**

10.1. Offtaker Requested Shutdown

10.1.1. The Offtaker from time to time may request the Power Producer to temporarily stop operation of the Plant. Such request to be reasonably related to Offtaker's activities in maintaining and improving the Site or to any other urgent activity in the manufacturing setup of the Offtaker.

10.1.2. During any such shutdown period (but not including periods of Force Majeure), the Offtaker will pay the Power Producer an amount equal to the payments that Offtaker would have made to the Power Producer hereunder for electric energy that would have been produced by the Plant during the period of the shutdown;

10.1.3. Determination of the amount of energy during shutdown, as per the clause 10.1.1, that would have been produced during the period of the shutdown shall be based on Deemed Generation computed as per Schedule E of this Agreement. The Offtaker agrees to pay all such amounts.

10.2. Power Producer Shutdown

The Power producer may shut down the Plant in the following circumstances:

(i) If the Power Producer needs to perform maintenance activities on the Plant: In the event any maintenance on the Plant is required, a maximum of 7 days shall be allotted to the Power Producer subject to prior intimation to the Offtaker. The Power Producer agrees to notify the Offtaker 24 Hours in advance; and

(ii) If the Power Producer needs to perform emergency repairs on the Plant: In the event of any emergency repairs required on the Plant, the Plant shall start functioning as soon as it is practicable. Power Producer may shut down the Plant at any time in order to perform required emergency repairs and/or maintenance to the Plant for a maximum of 4 working days. Power Producer may shutdown the Plant with intimation to Offtaker. Power Producer agrees to notify offtaker 24 Hours in advance.

However, there will be no reduction in the committed Expected Energy Generation from the Power Producer due to these abovementioned shutdowns.

10.3. Plant Relocation

10.3.1. If the Plant needs to be temporarily moved or its generation suspended during site repairs or for any other reason, either at the request of the Offtaker or due to acts of negligence or omission of the Offtaker or its employees, agents or contractors, the Offtaker will be responsible for any costs arising from moving the Plant. In the event the plant relocation is requested by the Power Producer for reasons solely attributable to the Power Producer, all costs arising from such moving the Plant shall be solely to the account of the Power Producer. Suspension of Generation

a) Any interruption in generation of Electricity during such relocation as described hereinabove in Clause 10.3.1, and reasons attributable to the Offtaker will continue to be billed as per Deemed Generation, during the period of interruption.



- b) Where the electricity generation is suspended or the Plant is to be temporarily moved on account of any acts of negligence or omission of the Power Producer or its employees, agents or contractors, the cost for relocation / disassembling shall be to the account of the Power Producer, who will further compensate the Offtaker for the above loss based on Clause 5.2 (b) of this Agreement.

10.3.2. In addition, during the Relocation Event, except in the circumstances envisaged under Clause 10.3.1(b) above:

- a) The Offtaker shall pay the Power Producer an amount equal to the payments that the Offtaker would have made to the Power Producer hereunder for electric energy that would have been produced by the Plant following the Relocation Event;
- b) Determination of the amount of energy that would have been produced following the Relocation Event shall be based, during the first Operations Year, on the Deemed Generation and, after the first Operations Year, based on actual operation of the Plant in the same period in the previous Operations Year, unless Power Producer and Offtaker mutually agree to an alternative methodology.

10.3.3. Premises Shutdown and Interconnection Deactivated

- a) In the event Premises are closed as a result of an event that is not:  
(i) a Force Majeure Event or  
(ii) caused by or related to any unexcused action or inaction of Power Producer,

The Offtaker shall nevertheless continue to pay the Power Producer for all electricity produced by the Plant on the Premises and delivered to the Point of Delivery. Provided that if such premises shutdown is for reasons attributable to the Offtaker, the Offtaker shall pay to the Power Producer an amount equal to the sum of payments that the Offtaker would have made to the Power Producer hereunder for electric energy that would have been produced by the Plant following such closure as per Deemed Generation (Schedule E).

- b) If an interconnection with the Local Electric Utility becomes deactivated for reasons that are not:  
(i) a Force Majeure Event or  
(ii) caused by or related to any unexcused action or inaction of Power Producer such that the Plant is no longer able to produce electricity or transfer electricity to its respective Premises or to the Local Electric Utility,

The Offtaker will pay the Power Producer an amount equal to the sum of payments that the Offtaker would have made to the Power Producer hereunder for electric energy that would have been produced by the Plant following such closure as per Deemed Generation (Schedule E)

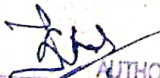
- c) Determination of the amount of energy that would have been produced following such closure shall be based, during the first Operations Year, on the estimated levels of production and, after the first Operations Year, based on actual operation of the Plant in the same period in the previous Operations Year, unless the Power Producer and the Offtaker mutually agree to an alternative methodology.
- d) If a shutdown pursuant to this Clause 10.3.3 continues for 120 days or longer, the Power Producer will be entitled to ask for the Security Deposit for another year or require buyout of the Plant by the Offtaker.

#### 10.4. Sale of Site

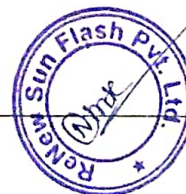
10.4.1. The Parties hereby confirm that they are entering into the Agreement in good faith and have no current plans or discussion of plans of ceasing business operations.

10.4.2. In the event the Offtaker transfers (by sale, lease, or otherwise) all or a portion of its interest in the Site, the Offtaker shall remain primarily liable to Power Producer for the performance of the obligations of Offtaker hereunder notwithstanding such transfer.

10.4.3. The Offtaker agrees to inform the Power Producer about the intended sale and the Power Producer may in its sole discretion either:

For AJEENKYA DY PATIL INFRA PVT. LTD.  
  
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10.4.4. In the event that the Offtaker or the transferee wishes to terminate this Agreement, then they shall pay to the Power Producer Applicable Buy Out value.

## 11. TAXES

### 11.1. Property Taxes

The Offtaker shall be responsible for all ad valorem personal property or real property taxes levied against the Site, improvements thereto and personal property located thereon, except that Power Producer shall be responsible for ad valorem personal property or real property taxes levied against the Plant. If the Offtaker is assessed any taxes related to the existence of the Plant on the Premises, Offtaker shall immediately notify the Power Producer. The Offtaker and the Power Producer shall cooperate in contesting any such assessment; provided, however, that Offtaker shall pay such taxes to avoid any penalties or interest on such Taxes, subject to reimbursement by the Power Producer. If after resolution of the matter, such tax is imposed upon the Offtaker related to the improvement of real property by the existence of the Plant on the Site, the Power Producer shall reimburse the Offtaker for such tax.

### 11.2. Tax Contests

Each Party has the right to contest taxes in accordance with Applicable Law and the terms of encumbrances against the Site. Each Party shall use all reasonable efforts to cooperate with the other in any such contests of tax assessments or payments. In no event shall either Party postpone during the pendency of an appeal of a tax assessment the payment of taxes otherwise due except to the extent such postponement in payment has been bonded or otherwise secured in accordance with Applicable Law.

### 11.3. Payment of Delinquent Taxes

In the event either Party fails to pay any taxes that may become a lien upon the other Party's property, such Party may pay such amounts and in such event shall be entitled to recover such paid amount from the other Party, together with interest thereon at the rate of one percent (1%) per month, compounded monthly.

### 11.4. Reimbursement Deadline

Any reimbursement of taxes owing pursuant to this Section 11 shall be paid within fifteen (15) Business Days of receiving an invoice therefor from the Party who paid the taxes.

## 12. INSURANCE

### 12.1. Coverage

Power Producer will maintain the insurance coverage in full force and effect throughout the Term.

## 13. COOPERATION; SOLAR ACCESS; FUTURE IMPROVEMENTS

### 13.1. Cooperation

The Parties acknowledge that the performance of each Party's obligations under this Agreement will frequently require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

### 13.2. Unrestricted Solar Access

Offtaker, or any lessee, grantee or licensee of Offtaker, shall not erect any structures on, or make other modifications to, or plantings on, the Site which will interfere with the construction, operation or maintenance of, or solar access of, the Plant.

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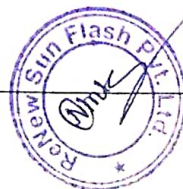
For AJEENKADY PATIL INFRA PVT. LTD.  
  
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Indemnify the Offtaker or any Offtaker Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Offtaker or any Offtaker Indemnified Party.

For AJEENKADY PATIL INFRA PVT. LTD.  
  
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15.2. Offtaker Indemnification

16.2.1 The Offtaker shall indemnify, defend and hold Power Producer, its contractors, subcontractors, shareholders, directors, officers, employees, agents, and invitees, ("Power Producer's Indemnified Parties"), harmless from and against all losses incurred by the Power Producer's Indemnified Parties to the extent arising from or out of any of the following:

- a) any claim for or injury to or death of any Person or loss or damage to property to the extent arising out of the negligence or willful misconduct of any of the Offtaker's Indemnified Parties;
- b) Offtaker's violation of Applicable Law; or
- c) the presence, removal or remediation of any Hazardous Materials on the Site (other than any Hazardous Materials brought on to the Site by Power Producer's Indemnified Parties).

16.2.2 The Offtaker shall not be obligated to indemnify the Power Producer or any Power Producer Indemnified Parties for any Loss to the extent such Loss is due to the negligence or willful misconduct of Power Producer or any Power Producer Indemnified Party.

15.3. Survival of Indemnification

The obligations of indemnification as specified above shall survive termination of this Agreement.

**16. REPRESENTATIONS AND WARRANTIES**

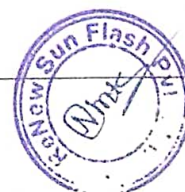
16.1. Mutual Representations

16.1.1. Each Party hereby represents and warrants to the other, as of date hereof, that:

- a) Organization. It is duly organized, incorporated, and in good standing with limited liability and validly existing under the laws of India, of its state of incorporation and of the state in which the Premises are located, respectively, and has the power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder.
- b) No Conflict. The execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under
  - (i) its organizational documents;
  - (ii) any agreement or other obligation by which it is bound;
  - (iii) any law or regulation.
- c) Enforceability.
  - (i) all actions required to be taken by or on the part of such Party necessary to make this Agreement effective have been duly and validly taken;
  - (ii) this Agreement has been duly and validly authorized, executed and delivered on behalf of such Party; and
  - (iii) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to laws of bankruptcy, insolvency, reorganization, moratorium or other similar laws.
- d) No Material Litigation. There are no court orders, actions, suits or proceedings at law or in equity by or before any governmental authority, arbitral tribunal or other body, or threatened against or affecting it or brought or asserted by it in any court or before any arbitrator of any kind or before or by any governmental authority that could reasonably be expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement, or the validity or enforceability of this Agreement.
- e) That they perform their obligations hereunder in accordance with all applicable anti-corruption laws and regulations.

16.2. Offtaker Representations

In addition to the representations and warranties in *Clause 16.1 above*, the Offtaker hereby represents and warrants to the Power Producer, as of date hereof, that:





- 16.2.1. Electric Usage: The Offtaker has provided to the Power Producer complete and correct records of its electric usage at the Site for the preceding two years.
- 16.2.2. Condition of the Premises: The Offtaker has provided to the Power Producer Offtaker's complete and correct records of the physical condition of the Premises and the Power Producer has conducted a site visit. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Plant is to be installed, are materially different from the information presented by the Offtaker, then if practicable the rates payable by the Offtaker hereunder shall be adjusted to compensate the Power Producer for the cost of design and construction changes and delays incurred to adapt the Plant to the unknown conditions. If such adjustment is not practicable, Power Producer shall have other rights under this Agreement. The Offtaker further agrees not to undertake any sort construction activity on the Premises during the subsistence of this Agreement. Any such construction activity on the part of the Offtaker, would require a prior written approval from the Power Producer. The Power Producer shall have a right to terminate this Agreement in case of any construction activity undertaken by the Offtaker on the Premises prior to seeking a written approval and the Offtaker shall also be liable to pay the Buy Out as per the terms of this Agreement.
- 16.2.3. Financial Information. The financial statements that the Offtaker has provided to the Power Producer present fairly in all material respects the financial condition and results of operations of the Offtaker.

#### 17. FORCE MAJEURE

##### 17.1. Excuse of Force Majeure Event

Except as provided under *Clause 17.2* or otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief as a result of the Force Majeure Event shall promptly

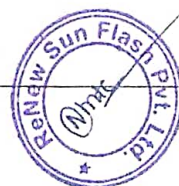
- 17.1.1. Notify the other Party in writing of the existence and details of the Force Majeure Event, within seven (7) days of its knowledge of commencement of such event. In case of total disruption of communication, the same must be communicated as soon as practicable after the occurrence of Force Majeure;
- 17.1.2. exercise all reasonable efforts to minimize delay caused by such Force Majeure Event and mitigate the effect of such event as soon as possible;
- 17.1.3. notify the other Party in writing of the cessation of such Force Majeure Event; and
- 17.1.4. resume performance of its obligations hereunder as soon as practicable from the date of cessation of the Force Majeure event or its consequences.

##### 17.2. No Excuse for Payment for Prior Services

Obligations to make payments for services already provided shall not be excused by a Force Majeure Event.

##### 17.3. Termination for Force Majeure Event

- 17.3.1. Notwithstanding anything to the contrary in this *Clause 17*, if nonperformance on account of a Force Majeure Event continues beyond a continuous period of Three hundred and sixty five (365) days, then the Party not claiming Force Majeure shall have the right to terminate this Agreement upon thirty (30) days' notice to the other Party.
- 17.3.2. In the event of such a termination of this Agreement with respect to the Plant, the Parties shall not be released from any payment or other obligation arising under this Agreement which accrued prior to the shutdown of the Plant or the Premises, and the Indemnity, Confidentiality and Dispute Resolution provisions of this Agreement shall survive the termination of this Agreement.



## 18. POWER PRODUCER DEFAULT AND OFFTAKER REMEDIES

### 18.1. Power Producer Default and Offtaker Remedies

The Power Producer shall be in default of this Agreement if any of the following ("Power Producer Events of Default") shall occur:

- 18.1.1. **Misrepresentation:** Any representation or warranty by the Power Producer under Clause 16 hereof, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within fifteen (15) days after receipt of notice from the Offtaker identifying the defect.
- 18.1.2. **Abandonment during Construction and Installation:** After commencement of construction of the Plant, the Power Producer abandons construction or installation of the Plant for thirty (30) days and fails to resume construction or installation within thirty (30) days after receipt of notice from the Offtaker stating that, in Offtaker's reasonable determination, the Power Producer has abandoned construction and installation of the Plant;
- 18.1.3. **Failure to Operate.** After the Commercial Operation Date, the Power Producer fails to operate the Plant for a period of 90 days which failure is not due to equipment failure, or damage to the Plant, act of governmental authority, or exercise of Power Producer's rights under this Agreement, any Offtaker Event of Default or otherwise excused by the provisions of *Clause 17.1*(relating to Force Majeure Events); and the Power Producer fails to resume operation within thirty(30) days after receipt of notice from Offtaker stating that, in Offtaker's reasonable determination, Power Producer has ceased operation of the Plant, provided, however, that the cure period shall be extended by the number of calendar days during which Power Producer is prevented from taking curative action if the Power Producer had begun curative action and was proceeding diligently, using commercially reasonable efforts, to complete such curative action.
- 18.1.4. **Obligation Failure:** The Power Producer fails to perform any obligation hereunder, provided that such failure is material and, such failure is not excused by the provisions of *Clause 17.1*(relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to make payment when due or maintain required insurance; or (B) sixty (60) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from the Offtaker identifying the failure.
- 18.1.5. **Insolvency:** The Power Producer (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E)files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against the Power Producer in an involuntary case under bankruptcy law or seeking to dissolve the Power Producer under other Applicable Law; or (G) takes any action authorizing its dissolution.

### 18.2. Offtaker Remedies

Upon an Event of Default by the Power Producer, provided that the Offtaker complies with its obligations under *Clause 21* and the Power producer or its assignee (Financing Party) does not cure such Event of Default by Power Producer, the Offtaker may terminate this Agreement without buyout or any other additional payments.

## 19. OFFTAKER DEFAULT AND POWER PRODUCER REMEDIES

19.1. The occurrence and continuation of any of the following events, unless any such event occurs as a result of a Force Majeure event, shall constitute an Offtaker's Event of Default ("Offtaker Event of Default")

- 19.1.1. Bankruptcy, liquidation or dissolution of the Offtaker pursuant to Applicable Law, except for the purpose of a merger, consolidation or re-organization that does not affect the ability of the resulting entity to perform all its obligations under this Agreement and provided that such resulting entity expressly assumes all such obligations

- 19.1.2. Default in payment of undisputed invoices for a continuous period of six (6) months within a period of twelve months
- 19.1.3. Failure to perform its obligations under this Agreement
- 19.1.4. Abandonment of this Agreement by way of failure to pay under the terms of this Agreement: In case the Offtaker fails to make payments under this Agreement for a continuous period of 12 months, then the Power Producer shall be at liberty to consider this Agreement as having been terminated on account of Offtaker's Event of Default. In the event of termination on account of non-payment by the Offtaker as aforesaid, the Offtaker shall be liable to pay, immediately and without demur, the Buy Out value as stated in Schedule B to the Power Producer. The payment of Buy Out value due shall be without prejudice to the rights of the Power Producer to encash the Security Deposit (refer clause 7.4) towards outstanding dues and payments towards the dues under this Agreement.

19.2. Default Damages

Upon an Event of Default by Offtaker, the Offtaker shall pay to the Power Producer the amount equivalent to the sum of Buy Out value as per SCHEDULE B of this Agreement.

**20. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS**

20.1. Financing Arrangements

The Power Producer may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing financing for the Plant. The Offtaker acknowledges that the Power Producer will obtain construction financing for the Plant from third party and that Power Producer may either obtain term financing secured by the Plant or sell or assign the Plant to a Financing Party or may arrange other financing accommodations from one or more financial institutions and may from time to time refinance, or exercise purchase options under such transactions. The Offtaker acknowledges that in connection with such transactions the Power Producer may secure the Power Producer's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Plant as well as the right to supply electricity to the Offtaker under the terms of an agreement containing provisions similar to this Agreement in relation to "RATES, BILLING AND PAYMENT SCHEDULE". The Power Producer agrees to serve prior notice to the Offtaker before any material change in financing arrangements and such changes will not bring any financial obligations to the Offtaker. In order to facilitate such necessary sale, conveyance, or financing, assignment with respect to any Financing Party, as applicable, Offtaker agrees as follows:

20.1.1. Consent to Assignment

The Offtaker hereby consents to both of the sale of the Plant to a Financing Party and the collateral assignment to the Financing Party of the Power Producer's right, title and interest in and to this Agreement either in full or in part.

20.1.2. Rights of Financing Party

Notwithstanding any contrary term of this Agreement, the Financing Party shall have following rights during the term of this Agreement:

(a) Step-In Rights

The Financing Party, as owner of the Plant, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and instead of the Power Producer, any and all rights and remedies of the Power Producer under this Agreement in accordance with the terms of this Agreement. The Financing Party shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Plant; For the avoidance of doubt, it is agreed that the Power Producer and the Financing Party shall endeavor to appoint a new operation and maintenance agent with proven credentials. If such agent is identified, the Offtaker shall not unreasonably withhold such approval if agent accepts all terms and conditions of this agreement

(b) Opportunity to Cure Default

The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of the Power Producer thereunder or cause to be cured any default of the Power Producer thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of the Power Producer under this Agreement or (unless the Financing Party has succeeded to Power Producer's interests under this



Agreement) to perform any act, duty or obligation of Power Producer under this Agreement, but the Offtaker hereby gives it the option to do so;

(c) Exercise of Remedies

Upon the exercise of remedies, including any sale of the Plant by the Financing Party, whether by judicial proceeding or under any power of sale contained herein, or any conveyance from Power Producer to the Financing Party (or any assignee of the Financing Party as defined below) in lieu thereof, the Financing Party shall give notice to Offtaker of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(d) Cure of Bankruptcy Rejection

Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to the Power Producer under the Bankruptcy laws of India including the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 at the request of Financing Party made within ninety (90) days of such termination or rejection, the Offtaker shall enter into a new agreement with Financing Party or its assignee having substantially the same terms and conditions as this Agreement.

i) Right to Cure

A. Cure Period

The Offtaker will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Power Producer default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

B. Continuation of Agreement

If the Financing Party or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Power Producer's assets and shall, within the time periods described in *Clause 20.1.2(d)(i)* above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

## 21. LIMITATIONS OF DAMAGES

Except as explicitly provided in this Agreement, neither party nor any of its indemnified persons shall be liable to the other party or its indemnified persons for any special, punitive, exemplary, indirect, or consequential damages, arising out of or in connection with this Agreement.

## 22. DISPUTE RESOLUTION

### 22.1. Continuation of Performance

Notwithstanding the existence of any Dispute except for non-payment without justification, the Parties hereto shall continue to perform their respective obligations under this Agreement throughout the Term of this Agreement.



22.2. Negotiation Period

The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement ("Dispute") within 30 days after the date that a Party gives written notice of such Dispute to the other Party.

22.3. Mediation

If, after such negotiation in accordance with *Clause 22.2*, the Dispute remains unresolved, either Party may require that a non-binding mediation take place. In such mediation, representatives of the Parties with authority to resolve the dispute shall meet for at least three hours with a mediator whom they choose together. If the Parties are unable to agree on a mediator, then either Party is hereby empowered to request the appropriate Courts at Mumbai to appoint a mediator. The mediator's fee or expenses shall be paid one-half by each Party.

22.4. Arbitration of Disputes

22.4.1. Disputes that remain unresolved after mediation will be resolved through binding arbitration. All such disputes that have not been satisfactorily resolved under *Clause 22.3* above shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Irrespective of the Arbitration/dispute resolution proceedings, the Parties shall continue to perform their respective obligations under this Agreement, during the Term of the Agreement, except for non-payment without justification and / or unless the nature of the dispute is such that a Party is unable to perform its obligations without the resolution of the Dispute under the Arbitration/other proceedings.

22.4.2. The arbitral tribunal shall consist of a Sole Arbitrator to be appointed upon mutual consent of the Parties. If no agreement could be reached on the appointment of the Sole Arbitrator within a reasonable period (say one month of submitting the proposal), then the Parties shall resort to the remedy provided for in the Arbitration & Conciliation Act, 1996. The Arbitrators appointed to resolve the dispute shall have relevant expertise in the power sector.

22.4.3. The place of the arbitration shall be Mumbai and the language of the arbitration shall be English. Each Party shall bear its respective legal and arbitration costs.

22.4.4. The award of the arbitral tribunal shall be final and binding on the Parties and shall be enforceable in accordance with its terms. The arbitral tribunal shall state reasons for its findings and the award shall be substantiated in writing. The Parties agree to be bound by the decision thereby and to act accordingly.

22.4.5. The Parties agree that either Party may seek interim measures including injunctive relief in relation to the provisions of this Agreement or the Parties' performance of it from any court of competent jurisdiction.

22.4.6. The Parties expressly waive and forego any right to punitive, exemplary, or similar damages in connection with any Dispute and no such damages shall be awarded or provided for in any Dispute resolution proceeding under or in aid of this Article.

22.5. Survival of Arbitration Provisions

The provisions of this *Clause 23* shall survive any termination of this Agreement for any reason whatsoever and shall apply (except as provided herein) to any disputes arising out of this Agreement.

23. NOTICES

23.1. Delivery of Notices

All notices or other communications which may be or are required to be given by any party to any other party pursuant to this Agreement shall be in writing and shall be either:

23.1.1. delivered by hand;

23.1.2. mailed by registered post, return receipt requested, postage prepaid;

23.1.3. delivered by a recognized overnight or personal delivery service;

23.1.4. transmitted by facsimile (such transmission to be effective on the day of receipt if received prior to 5:00 pm local time on a business day or in any other case as of the next business day following the day of transmittal); or

23.1.5. transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement), addressed as follows:

If to Offtaker:

Ajeenkya D Y Patil Infra Pvt. Ltd  
Dr. D Y Patil Knowledge city,  
Charholi Bk, Lohegaon, Pune,  
Maharashtra-412105  
Attention: Dr. Kamaljeet kaur Siddhu  
Email: kamaljeet@adypg.com

If to Power Producer:

ReNew Power Ltd.  
ReNew.Hub, Commercial Block-1,  
Zone 6, Golf Course Road, DLF City Phase-V,  
Gurugram, 122009, Haryana  
Attention: Mr. Rahula Kashyapa  
Email: rahula.kashyapa@renewpower.in

23.2. Effectiveness of notices

- 23.2.1. Notices shall be effective when delivered (or in the case of email, when acknowledged by the recipient) in accordance with the foregoing provisions, whether or not (except in the case of email transmission) accepted by, or on behalf of, the Party to whom the notice is sent.
- 23.2.2. Each Party may designate by Notice in accordance with this section to the other Party a new address to which any notice may thereafter be given.

24. MISCELLANEOUS

24.1 Change In Law

(a) For the Purpose of this Clause 24.1, the term "Change in Law" shall mean the occurrence of any of the following events after the Effective Date, resulting into any additional recurring / non-recurring expenditure by the Power Producer or any income to the Power Producer:

(i) The enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such law, or

(ii) A change in the interpretation of any law by any Governmental Authority having the legal power to interpret or apply such law, or any competent court; or

(iii) The imposition of a requirement, for obtaining any Government approvals which were not required earlier; or

(iv) A change in the terms and conditions prescribed for obtaining any Government approvals or the inclusion of any new terms or conditions for obtaining such Government approvals; or

(v) any increase/introduction of any tax/duty having an adverse financial impact on the Power Producer. Provided that this clause shall not apply to any change in any withholding tax on income or dividends distributed to the shareholders of the Power Producer. Provided further that any benefit arising out of decrease/abolishment of any tax/duty shall be solely to the account of the Offtaker;

(b) Consequences of Change in Law

If as a result of Change in Law, the Power Producer suffers an increase in costs or reduction in net after-tax return or other financial burden, the Power Producer may so notify the Offtaker and indicate the proposed revision in Tariff so as to place the Power Producer in the same financial position as it would have enjoyed had there been no such Change in Law resulting in the cost increase, reduction in return or

other financial burden as aforesaid. Upon notice by the Power Producer, the Parties shall meet, as soon as reasonably practicable but no later than 10 (ten) days from the date of notice, and either agree on proposal submitted by the Power Producer or on any other mutually agreed arrangement that shall ensure that the Power Producer is put in the same economic position that it would have enjoyed had there been no such Change in Law.

Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Power Producer shall have the right to demand the Offtaker to pay an amount that would place the Power Producer in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Offtaker shall pay the amount specified therein.

c) The adjustment in payment on account of Change in Law subject to provisions mentioned above, shall be effective from:

(i) The date of adoption, promulgation, amendment, re-enactment or repeal of the Law or Change in Law; or

(ii) The date of order/ judgment of the competent court; of tribunal or Governmental Authority, if the Change in law is on account of a change in interpretation of Law.

24.2 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India, including principles of good faith and fair dealing that will apply to all dealings under this Agreement.

24.3 Jurisdiction

Subject to the provisions of *Clause 22.4.3*, the courts of *Mumbai* shall have exclusive jurisdiction in relation to all matters arising out of this Agreement.

24.4 Severability

If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Party's benefits, the matter shall be resolved under *Clause 22.4* in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

24.5 Amendment and Waiver

24.5.1 This Agreement may only be amended by a writing signed and duly executed by an authorized representative of both Parties. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced.

24.5.2 Any waiver shall be effective only for the particular event for which it is issued and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.

24.6 Assignment

Neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party unless it is permitted as per the provisions of this Agreement. Such consent shall not be unreasonably withheld or delayed.



24.7 Agency

Unless specifically prohibited, the Parties shall be free to employ agents to perform their obligations under this Agreement, so long as the Parties remain primarily liable for the due performance of this Agreement.

24.8 No Joint Venture

This Agreement does not create a joint venture, partnership or other form of business association between the Parties.

24.9 Entire Agreement

This Agreement, together with any documents referred to in it, supersedes any and all oral and written agreements, drafts, undertakings, representations, warranties and understandings heretofore made relating to the subject matter hereof and constitutes the entire agreement and understanding of the Parties relating to the subject matter hereof.

24.10 Counterparts

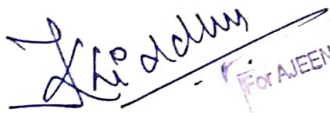
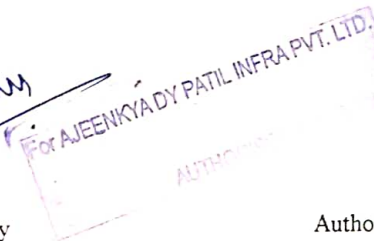
This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of signature by fax, or scan delivered by email, receipt acknowledged, or electronic signature are effective to bind a Party hereto.

24.11 Erection, Commissioning and Operation: The Power Producer will bear all costs towards staying arrangement, conveyance or any other expenses of executive, consultant, labor or any other associates, vendors or sub-contractors of the Power Producers during the installation, commissioning and operation period.

IN WITNESS WHEREOF, intending to be legally bound hereby, Power Producer and Offtaker have executed this Power Purchase Agreement as of the date first set forth above.

For and on behalf of the  
Ajeenkya D Y Patil Infra Private Limited

For and on behalf of the  
ReNew Sun Flash Pvt. Ltd.

Authorised Signatory  
Name: Dr. Kamaljeet Kaur Siddhu



Authorised Signatory  
Name: Mr. Rahula Kashyapa  
Mr. Nitin Chimote



**Exhibits**

**Exhibit I. Description of the Premises and Site**

Part A- Site Specifications	
Name of the site	Dr. Ajeenkya D Y Patil Knowledge City
Locality	Lohegaon
State	Maharashtra
Latitude	18°37'8.86"N
Longitude	73°54'39.31"E
Load Details	800 KVA



A handwritten signature in blue ink, appearing to be 'D.Y. Patil', is written over a faint rectangular stamp.

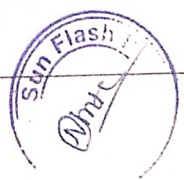
**Exhibit II. Definitions**

- 1) "Access Rights" means the rights provided in this Agreement for Power Producer and its designees, including Installer, to enter upon and cross the Site to install, operate, maintain, repair and remove the Project, and to interconnect the Project with the Local Electric Utility and to provide water, electric and other services to the Project. These Access rights will not give the Power Producer any Tenancy rights over the property at any time.
- 2) "Act" means the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments thereto and replacements thereof and any other Applicable Law related to electricity.
- 3) "Affected Party" shall mean a Party whose performance has been affected by an event of Force Majeure.
- 4) "Affiliate" means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.
- 5) "Agreement" means this Power Purchase Agreement, including all its recitals and Schedules attached hereto, as the same may be amended from time to time in accordance with the provisions hereof.
- 6) "Applicable Law" means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transaction described herein. Applicable Law also includes an approval, consent or requirement of any Governmental Authority having jurisdiction over such Party or its property, enforceable at law or in equity. More specifically, it means all laws, brought into force and effect by the Government of India or the State Governments including Electricity Act, 2003, rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties, as may be in force and effect during the subsistence of this Agreement, as amended from time to time
- 7) "Business Day" means a day other than Saturday, Sunday, or other day on which Scheduled Banks as defined under the Reserve Bank of India Act, 1934 are authorized or required by law to be closed.
- 8) "Buy Out Value" means the amount as specified in SCHEDULE B of this Agreement.
- 9) "Change in Law" means that after the date of this Agreement, an Applicable Law is amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any respect by any Applicable Law or by a judicial pronouncement or by subordinate legislations, or executive orders (including circulars and notifications) issued by jurisdictional authorities, which have an impact or implication upon the mutual or individual rights and obligations under and arising out of this Agreement.
- 10) "Commercial Operation Date/COD" means the date by which the first solar power plant is ready to supply electricity according to the terms of this agreement.
- 11) "Confidential Information" means information of a confidential or proprietary nature, whether or not specifically marked as confidential. Such information shall include, but not be limited to, any documentation, records, listing, notes, data, computer disks, files or records, memoranda, designs, financial models, accounts, reference materials, trade-secrets, prices, strategic partners, marketing plans, strategic or other plans, financial analyses, customer names or lists, project opportunities and the like, provided however that Confidential Information does not include information which
  - (i) was in the possession of the receiving Party before receipt from the disclosing Party;
  - (ii) is or becomes publicly available other than as a result of unauthorized disclosure by the receiving Party;
  - (iii) is received by the receiving Party from a third party not known by the receiving Party with the exercise of reasonable diligence to be under an obligation of confidentiality respecting the information; or
  - (iv) is independently developed by the receiving Party without reference to information provided by the disclosing Party.
- 12) "Dispute" means a controversy or claim arising out of or relating to this Agreement.
- 13) "Deemed Generation" As explained in SCHEDULE E
- 14) "Buy Out" means an amount determined in accordance with SCHEDULE B.

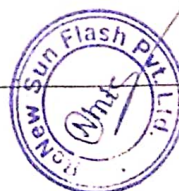


- 15) "Electric Service Power Producer" means any person, including the Local Electric Utility, authorized by the State of Maharashtra to provide electric energy and related services to retail users of electricity in the area in which the Site is located.
- 16) "Environmental Attributes" means, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Project and its displacement of conventional energy generation, or any other entitlement pursuant to any central, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Incentives.
- 17) "Financing Party" means an entity funding the project and is appointed by the Power Producer in its sole discretion to be the Project Owner in its stead, and the term Financing Party shall be construed in accordance with the context in and for the purpose for which it is so used.
- 18) "Financing Agreement" shall mean any agreement/documents executed with the Financing Party.
- 19) "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing, Force Majeure Event may include but are not limited to the following acts or events:
- (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes;
  - (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; and
- acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers or subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event. Changes in prices for electricity shall not constitute Force Majeure Events.
- 20) "Governmental Authority" means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, officers, commission, bureau, board, administrative agency or regulatory body of any government.
- 21) "Hazardous Materials" means all hazardous or toxic substances, wastes or other pollutants, including petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or concentration which are now included in the definition of "hazardous substances," "hazardous materials," "hazardous wastes," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollutants," "regulated substances," "solid wastes," or "contaminants" or words of similar import, under any Applicable Law.
- 22) "Indemnified Person" means the person who asserts a right to indemnification under Clause 15.
- 23) "Indemnifying Party" means the Party who has the indemnification obligation under Clause 15 to the Indemnified Person.
- 24) "Initial Period" has the meaning provided in Clause 3.2.
- 25) "Land Registry" means the office where real estate records for the Site are customarily filed.
- 26) "Lender" means persons providing construction or permanent financing to Power Producer/Project Owner in connection with installation of the Plant.
- 27) "Liens" has the meaning provided in Clause 8.4.
- 28) "Local Electric Utility" means the local electric distribution owner and operator which under the laws of the State of Maharashtra is responsible for providing electric distribution and interconnection services to Offtaker at Site.
- 29) "Losses" means any and all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs, and expenses (including all attorney's fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).
- 30) "Offtaker" means Ajeenkya D Y Patil Infra Private Limited (Formerly known as Dr. D Y Patil Educational Enterprises Pvt. Ltd) and its successors and permitted assigns.
- 31) "Operations Period" has the meaning provided in Clause 3.3.
- 32) "Operations Year" means a twelve-month period beginning at 12:00 am on an anniversary of the Commercial Operations Date and ending at 11:59 pm on the day immediately preceding the next

26/11/2014  
AJEENKYA D Y PATIL INFRA PVT. LTD.  
AUTHORISED SIGNATURE



- anniversary of the Commercial Operations Date, provided that the first Operations Year shall begin on the Commercial Operations Date.
- 33) "Party" means either Offtaker or Power Producer, as the context shall indicate, and "Parties" means both Offtaker and Power Producer.
- 34) "Point of Delivery" has the meaning where solar power interconnection has been made to existing electrical infrastructure of Offtaker
- 35) "Premises" means approximately 10000 sqm shadow free Rooftop area, and surrounding areas in the premises of Offtaker.
- 36) "Plant" means an integrated system for the generation of electricity from solar energy consisting of the photovoltaic panels and associated equipment to be installed on each of the Premises in accordance with this Agreement, but does not include land and its access rights.
- 37) "Project Owner" means, if applicable, any Person to whom Power Producer transferred the ownership interest in the Project.
- 38) "Power Producer" means *ReNew Sun Flash Private Limited* and all successors and assigns.
- 39) "Regulatory Charges" means Cross Subsidy, Electricity duty and any other charges as determined and demanded by "Local Electric Utility" or any other government Entity.
- 40) "Relocation Event" means the relocation of the Project, starting at the shutdown of the Project pursuant to such relocation, and ending at the commercial operation of the Project when such relocated Project is reinstalled at a new location, as determined by the Power Producer in its reasonable discretion.
- 41) "Site" means the real property described under *Exhibit I*.
- 42) "Tax Incentives" means the investment-tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Income Tax Act, 1961, or applicable central, state, or local law available as a result of the ownership and operation of the Project or the output generated by the Project (including, without limitation, tax credits, any grants or payments in lieu thereof and accelerated and/or bonus depreciation for the time being in force.)
- 43) "Term" shall have the meaning provided in *Clause 3* hereof.
- 44) Transfer/Completion Date shall mean either the date on which the termination is effected as per Clause 10.1 or if the above is not applicable the expiry of the Term of this Agreement
- 45) "Variable Tariff" means the sum of energy charges applicable, from time to time to users falling within the category applicable for HT consumers.



Schedules

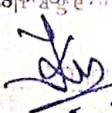
SCHEDULE A. ENERGY PURCHASE RATES

Year	Tariff- INR/kWh
1	5.70
2	5.70
3	5.70
4	5.70
5	5.70
6	5.70
7	5.70
8	5.70
9	5.70
10	5.70
11	5.70
12	5.70
13	5.70
14	5.70
15	5.70

Above Tariff exclusive of all Regulatory Charges that may become applicable on consumption of energy during the subsistence of this Agreement.

Offtaker shall be responsible to bear all Regulatory Charges that may become applicable on consumption of energy during the subsistence of this Agreement



  
SIGNED SIGNATURE



**SCHEDULE B. BUY OUTS**

No purchase for a period of (5) years from the Commercial Operation Date of the Plant unless in the case of PPA Termination on account of default by Energy Buyer. Buyout Values at the end of different years are provided below.

Year	Buyback Value end of the Year (Rs./Wp)
No buyback	
Year 1	46
Year 2	43
Year 3	40
Year 4	37
Year 5	34
Year 6	31
Year 7	28
Year 8	25
Year 9	21
Year 10	18
Year 11	15
Year 12	12
Year 13	9
Year 14	6
Year 15	0,0001

The Offtaker will also need to bear all taxes as may be applicable for the purchase of the Plant from the Power Producer including but not limited to indirect and direct taxes and any and all other taxes that may be applicable upon the Offtaker.

**SCHEDULE C. Major Components of Solar Power Plant.**

**Major Components of a Solar PV Power Plant**

- i. Solar Modules - Poly Crystalline- Preferred Make (EMMVEE, Renesys, Adani or Equivalent)
- ii. Module Mounting Structures
- iii. Array Junction Box
- iv. Solar Power Inverter-GoodWe, Solis, Sungrow, Delta or Equivalent
- v. AC distribution board / LT Panel - ABB/ L&T/ Schneider/ Siemens or equivalent
- vi. Cables & Accessories - Polycab/ Siechem/ or equivalent
- vii. Monitoring System
- viii. Earthing/ Lightning Arrestors.
- ix. Net Metering

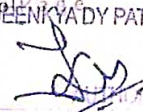
Point of Delivery: Main LT Panel of Premises



**SCHEDULE D: Energy supplied including Deemed Generation at Delivery Point**

Yr	Energy in kWh/kWp
1	1485
2	1475
3	1464
4	1454
5	1444
6	1434
7	1424
8	1414
9	1404
10	1394
11	1384
12	1375
13	1365
14	1355
15	1346

- Capacity: Upto 800 kWp
- Global Horizontal Irradiation: 2000 kWh/m<sup>2</sup>
- Yearly Degradation: 0.7% yearly
- Settlement Period: One Year
- Guaranteed Power Supply 85%

For **RENEW SUN FLASH PVT. LTD.**  


PPA



**SCHEDULE E: Deemed Generation**

“Deemed Generation” for the year of operation, will be calculated based on methodology as explained below. Deemed Generation settlement will be done on **Monthly** basis.

**Methodology**

$$\text{Deemed Generation} = \text{Downtime} \times \text{Expected Units Generation}$$

Whereas:

*Downtime* = Duration of Downtime, as recorded by plant performance monitoring system, in minutes

*Expected Units Generation* = Value of energy production in kWh/kWp/Min. derived as in table 1

*Energy Production Yearly* = 1485 kWh/kWp for 1st Year of operation, for 2<sup>nd</sup> year and rest of the PPA tenure *Energy Production* values will be summation of Billed units including Deemed Generation Units in preceding year factoring the degradation for that year.

❖ Table-1: Methodology to Derive Expected Units Generation.

Description		Values	Unit
Energy Production –Yearly (EPY)	Yearly Generation	1485	kWh/kWp/Year
Monthly Production (MP)	MP=EPY/12	123.75	kWh/kWp/Month
Daily Production (DP)	DP=MP/30	4.125	kWh/kWp/Day
Hourly Production <sup>1</sup> (HP)	HP=DP/5.5	0.75	kWh/kWp/1hour
Expected Units Generation (EUP)	EUP=HP/60	0.0125	kWh/kWp/Min

<sup>1</sup> based on 5.5 hours of sunshine.





# OFFER LETTER

Dedicated to People Flow



Reference no: KEI/282DM - PUNE/Opp.No - 0005813532

Date : 18-Oct-2017

To,

DR DY PATIL SCHOOL OF  
ENGINEERING

Dr. D.Y. Patil Knowledge City,  
Charholi (Bk.), via Lohegaon,  
Pune

PUNE - 412105

Dear Sir,

**Sub: Supply, Installation, Testing and commissioning of 1 Elevator for your esteemed project at  
PUNE**

This has reference to the subject; At the onset we would like to thank you for the valued enquiry made with us towards supply and installation of elevators for your above esteemed project. In this connection, we have enclosed herewith our detailed technical specification along with price schedule and other terms and conditions for your kind consideration.

One of the global market leaders and a pioneer in elevator technology, KONE has contributed richly to the progress of the industry and has helped revolutionize it through innovative concepts, breakthrough inventions and its commitment to excellence. A company with more than 100 years of experience, KONE's vision is to deliver the best People Flow™ experience by developing and delivering solutions that enable people to move smoothly, safely, comfortably and without waiting in buildings in an increasingly urbanizing environment.

KONE transports approximately the same number of people that major airliners fly everyday globally. All over the world, its reliable People Flow solutions move millions of people in utmost safety and comfort at residential towers, office complexes, malls, metros, airports, stadiums, hotels and hospitals. With 40,000 employees, 8 global production hubs, 7 global R&D centers and more than 1000 offices worldwide, KONE provides vertical transportation solutions & services to some of the tallest structures and most prominent landmarks in the world.

KONE Elevator India is a wholly owned subsidiary of the KONE Corporation employing 3000 people with branches spanning all over the country. More than half of the KONE staff are out on the field at any given time, servicing the customer directly. Like all its global production hubs, the fully automated high end manufacturing facility at Chennai is ISO 9001:2000 certified for quality and ISO 14001:2001 certified for environmental practices.



Our products are renowned among our customers for the uncompromising Quality & Safety standards as well as their reliability, performance and aesthetic appeal. Created by a Global Design Team after in-depth analysis on far reaching aesthetic trends and path breaking R&D, KONE presents to the customer the industry's most versatile and flexible product range that fulfill the needs of every building type. KONE's design concepts and products have won prestigious international awards like the Good Design Award and the Red Dot Design Award.

KONE is also the only elevator & escalator company to make it to the Top 50 of the Forbes List of The World's Most Innovative Companies, that too four years in a row – 2011,2012,2013 & 2014. As a committed stake holder of the building industry in creating sustainable urban environments for the future generations, KONE is at the forefront of introducing increasingly eco-efficient and energy saving solutions in the market. With its eco-efficient edge, KONE meets the demands of buildings with green certification like LEED, BREEAM, Green Star & Green Mark. KONE has also been awarded the Global A Class rating for energy savings under the VDI Guidelines for its entire new product range.

Through our products, we bring to our customers world class professionalism backed by globally established systems, values & practices. Our partnership with the customers begins early, right from the planning stages and is enriched during every stage of the project through best in class project management.

Furthermore, our global service leadership ensures uninterrupted and hassle free operations day after day, extending the relationship with our customers throughout the life cycle of the product.

With KONE products, we assure you and your building's users a world class vertical travel experience, well supported by a global network of experts and skilled professionals. We trust that our offer falls in line with your requirement and look forward to the pleasure of being associated with you at your above esteemed project. We will be pleased to assist you in case of any clarifications / queries and request you to contact the undersigned.

Thanking you and assuring you of our sincere support and services at all times,

Yours faithfully,

For KONE Elevator India Pvt Ltd.,

A handwritten signature in blue ink, appearing to read "Abhiroop S. Gaikwad".

ABHIROOP.S.GAIKWAD

ASST MANAGER SALES

8551018877

Enquiry No_Rev	201710001278_02
Job No_Rev	-
Customer Name	DR DY PATIL SCHOOL OF ENGINEERING

Dedicated to People Flow



ELEVATOR SPECIFICATION

CRM Ref No : Ref: KEI/282DM - PUNE/Opp.No - 0005813532

BASIC ELEVATOR DATA

S. No	Description	Specification
1	Capacity	6 Passenger
2	Control	Selective Collective
3	Drive Type	Variable Voltage Variable Frequency
4	Elevator Type	Passenger elevator
5	Grouping	Single
6	No.of Stops	6
7	Platform	Gearless with Machine Room
8	Rated Load (kG)	408
9	Rated speed (m/s)	1 m/s

LIFT WELL DIMENSION

1	Car Inside Height (mm)	2200
2	Door Height (mm)	2000
3	Door Type	Power
4	Head Room(mm)	6000
5	Machine Room Height (mm)	2600
6	Pit Height (mm)	1600
7	Total Shaft Height (mm)	26100
8	Travel (mm)	18500

CAR DOOR DATA

1	Car door lock	Provided
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CAR BODY DATA

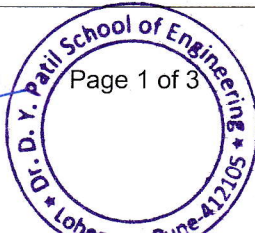
1	Car Depth (mm)	1150
2	Car Width (mm)	950
3	Door Width (mm)	700

SIGNALISATION IN CAR

1	Car Indicator	KDS 90 integrated in COP
2	Car Indicator color	White
3	Car Push button Color	White
4	Car Push Button Type	KDS300 Square

Signed For Purchaser

*[Signature]*



Page 1 of 3

For KONE Elevator India Pvt Ltd

*[Signature]*



Enquiry No_Rev	201710001278_02
Job No_Rev	-
Customer Name	DR DY PATIL SCHOOL OF ENGINEERING

Dedicated to People Flow



ELEVATOR SPECIFICATION

5	COP Type	KDS 90 Full Height
6	Intercom Type	2-Station Intercom

FINISH DATA

1	Adjacent To Middle Panel-Rear	Painted - Pearl White, Pearl Finish RAL 1013
2	Adjacent To Middle Panel-Side	Painted - Pearl White, Pearl Finish RAL 1013
3	Car Door	Painted - Pearl White, Pearl Finish RAL 1013
4	Ceiling Tile	Painted - Pearl White, Pearl Finish RAL 1013
5	Entrance Panel	Painted - Pearl White, Pearl Finish RAL 1013
6	Middle Panel-Rear	Painted - Pearl White, Pearl Finish RAL 1013
7	Middle Panel-Side	Painted - Pearl White, Pearl Finish RAL 1013

OPTIONS1

1	Automatic Rescue device	Yes
2	Emergency Light Inverter	Yes-In Lintel
3	Fireman's Drive	Yes-FRD(Standard)
4	Load Weighing Device	Yes

OPTIONS2

1	Single Phase Failure Sensing	Yes
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WALLTYPE DATA

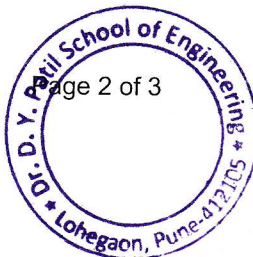
2	Wall type : A1-A2 (Front)	BRICK(230 mm thick)
3	Wall type : A2-A3 (Right)	RCC(min.150 mm thick)
4	Wall type : A3-A4 (Rear)	RCC(min.150 mm thick)
5	Wall type : A4-A1 (Left)	RCC(min.150 mm thick)
6	Wall type : Header Fixing (Lintel)	RCC(min.150 mm thick)
1	Machine Room Flooring	RCC(150 mm thick)
8	Well Width after Plastering (mm)	1620 1515 Ashp. / P. D. Patil
7	Well Depth after Plastering (mm)	2020

LiftWell

S.No	Floor Indication	Description	Floor To Floor Height(mm)
1	0	--	

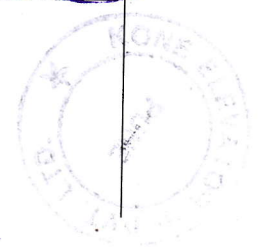
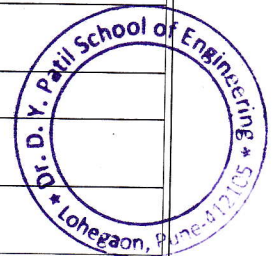
Signed For Purchaser

*P. D. Patil*



For KONE Elevator India Pvt Ltd

*Ashp*



Enquiry No_Rev	201710001278_02
Job No_Rev	-
Customer Name	DR DY PATIL SCHOOL OF ENGINEERING

Dedicated to People Flow



ELEVATOR SPECIFICATION

2	1	0 to 1	3700
3	2	1 to 2	3700
4	3	2 to 3	3700
5	4	3 to 4	3700
6	5	4 to 5	3700

Landing Door

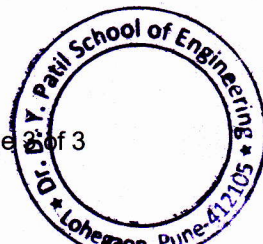
Flr. Des.	Landing Door Type	Railing Type	Landing Door Finish
0,1,2,3,4,5	Centre Opening Power Door	Standard	Painted Silver Grey,semi-glossy finish

Signalisation Landing

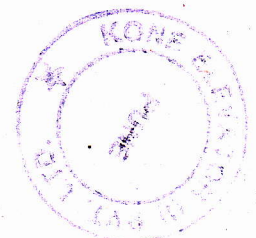
Flr. Des.	LCI	Ind Color
0,1,2,3,4,5	KDS90-LCI	White

Signed For Purchaser

*f. Deshpande*



*ASLP*



For KONE Elevator India Pvt Ltd

# OFFER LETTER

Dedicated to People Flow



CRM Ref No : Ref: KEI/282DM - PUNE/Opp.No - 0005813532

## Price Schedule for Design,Supply,Erection,Installation,Testing and Commissioning of elevator :

SINo	Enquiry No	JobNo	Brief Specification	Unit Price (INR)	Quantity	Total Price (INR)
1	201710001278_02	-	Gearless with Machine Room; 6 Stops; 1 m/s; Power Door	945,000	1	945,000

Total(In Figures)		1	945,000
Total(In Words)	NINE LAKH FORTY FIVE THOUSAND ONLY		

### Taxes and Duties :

The prices quoted above are inclusive of applicable taxes and duties on the date of the quotation. Any additional liability due to increase in rates due to changes imposed by the competent authorities would be payable by you at actual.

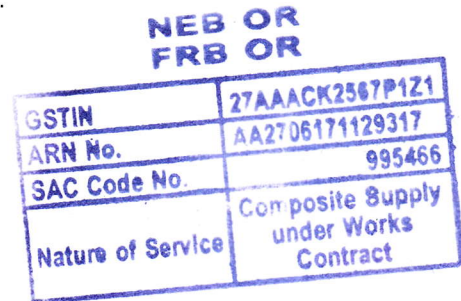
#### Taxes and Duties:

Contract value is inclusive of taxes and duties prevailing on the date of this Agreement. Notwithstanding anything to the contrary contained herein, all existing and future taxes and/or governmental levies including but not limited to increase in taxes and/or governmental levies or implementation of GST and related statutes or due to new imposts/ amendment/ variations to applicable laws will be to the PURCHASER's account and the PURCHASER shall pay the same without any demur or protest

#### PWD Inspection:

Please note that as per the Directives of Chief Engineer, PWD (Electrical) before commencement of Installation it is mandatory to have the permission to install the elevator. The following documents and drawings should be made available one month before scheduling of material or along with General Arrangement drawing approval whichever is earlier.

1. Copy of approved Municipal plans for the building for all the floors.
2. Covering letter to Lift inspector as per format given by us.
3. Certificates Signed A- Form as per format given by us.
4. From Architect, Structural consultant as per formats given by us



For and on behalf of the Purchaser

Signature :

Name :

Designation :

Date :

Signed For Purchaser

For KONE ELEVATOR INDIA PRIVATE LIMITED.

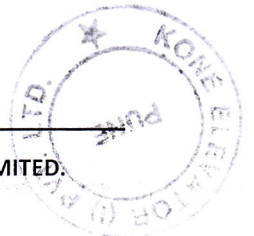
Signature :

Name :

Designation :

Date :

For KONE Elevator India Pvt Ltd



# OFFER LETTER

Dedicated to People Flow



## Scope of Work :

### KONE Scope

Kone Scaffoldless Installation

Supply, Installation, Testing and commissioning of the Elevator as per specification agreed.

### Customer Scope

Minor Civil Works required for elevator installation

Architrave or elevator entrance civil work

Extra Steel if required suiting the site conditions.

Statutory fees toward PWD Inspection / License / Incidental Expenses

Complete Construction of Lift Well and machine room as per KONE requirement

Plaster Finish in Lift Well and Machine Room

Pit Construction and Water Proofing as per KONE requirement

Landing Entrance Work on each Landing as per KONE requirement

Minor Builder work such as pocket cutting, Repairing, Drilling in concrete wall

Construction of RCC Buffer blocks in Pit

Wooden template Rafter as per KONE requirement

Floor Level Marking on each floor

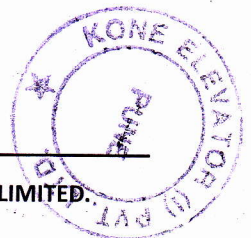
Whitewash in Litwell and machine room

1meter wide Staircase access to machine room with Handrail on both sides

Tube light and Exhaust fan with louvers for proper Lighting and ventilation in Machine room

NEB OR  
FRB OR

GSTIN	27AAACK2567P1Z1
ARN No.	AA2708171129317
SAC Code No.	995466
Nature of Service	Composite Supply under Works Contract



For and on behalf of the Purchaser

Signature :

Name :

Designation :

Date

Signed For Purchaser

For KONE ELEVATOR INDIA PRIVATE LIMITED.

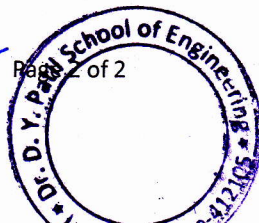
Signature :

Name :

Designation :

Date :

For KONE Elevator India Pvt Ltd





Reference no: KEI/282DM - PUNE/Opp.No - 0005813532

**KONE ELEVATOR INDIA PRIVATE LIMITED**

**TERMS AND CONDITIONS OF CONTRACT  
FOR  
DESIGN, SUPPLY, ERECTION, INSTALLATION, TESTING AND  
COMMISSIONING OF ELEVATOR/S**

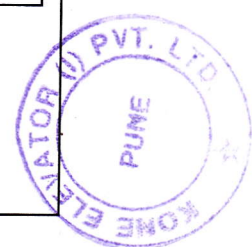
**Parties' details**

PURCHASER		KONE	
ACCOUNT NAME	DR DY PATIL SCHOOL OF ENGINEERING	USER COMPANY	KONE ELEVATORS INDIA PVT LTD
ACCOUNT FULL BILLING ADDRESS	Dr. D.Y. Patil Knowledge City, Charholi (Bk.), via Lohegaon, Pune	USER ADDRESS	OFF NO 2, BANDAL SPACES, KOTHRUD
ACCOUNT STATE/ PROVINCE	MAHARASHTRA	USER CITY	PUNE
CONTACT FULL NAME	MR NILESH VISHWANATH	USER STATE	MAHARASHTRA
CONTACT MOBILE NO	9511911299	USER PHONE NO	8551018877
CONTACT PHONE NO	00	USER FAX	00
ACCOUNT_FAX	00	USER FULL NAME	ABHIROOP.S.GAIKWAD
		USER MOBILE NO	00

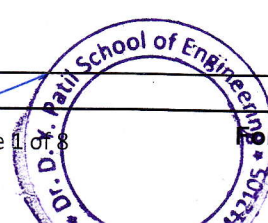
SITE ADDRESS	
OPPORTUNITY NAME	DR DY PATIL SCHOOL OF ENGINEERING
OPPORTUNITY SITE STREET ADDRESS	Dr. D.Y. Patil Knowledge City, Charholi (Bk.), via
OPPORTUNITY SITE CITY	PUNE
OPPORTUNITY SITE ZIP/POSTAL CODE	412105
OPPORTUNITY SITE STATE/PROVINCE	MAHARASHTRA

NEB OR FRB OR

GSTIN	27AAACK267P1Z1
ARN No.	AA2T06179120317
SAC Code No.	995460
Nature of Service	Contract supply of goods and services



Signed For Purchaser



ASh





**AGREEMENT FOR DESIGN, SUPPLY, ERECTION, INSTALLATION, TESTING AND COMMISSIONING OF ELEVATOR/S**

This Agreement for Design, Supply, Erection, Installation, Testing and Commissioning of Elevators (hereinafter referred to as the "Agreement") between M/s KONE Elevator India Pvt Ltd., a Company incorporated under the Indian Companies Act, 1956, having its Registered office at No.50, Vanagaram Road, Ayanambakkam, Chennai – 600 095 and branch office as detailed in the page 1, hereinafter referred to as "KONE", which terms shall mean and include its successors and permitted assigns), of ONE PART;

AND

the **PURCHASER**, whose details are provided in page 1, (which term shall mean and include their men, agents, authorized persons, Project Managers, Architects, Electrical contractors, assigns, legal representatives) of the **OTHER PART**

KONE and the PURCHASER shall individually be referred as "Party" and collectively as "Parties", unless repugnant to the context.

WHEREAS, the PURCHASER requires Elevator/s for its project site at with specifications more fully described in the Schedule I and KONE undertakes to Design, Supply, Erection, Installation, Testing and Commissioning of the same subject to the terms and conditions contained hereunder.

**NOW THEREFORE INTENDING TO BE LEGALLY BOUND THE PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS:**

**General Conditions**

Any communication for giving or issuing of approvals, certificates, consents, determinations, notices and requests, these communications shall be in writing and delivered by hand (against receipt), sent by post or courier. Oral communication or commitments are treated as null and void. Under extreme emergency, if oral instructions are given, the same to be confirmed in writing by the receiving party to the instructing party within 5 days.

1. This Agreement shall be in English Language and in all respects be governed by the laws of India. The Courts of Chennai, shall have exclusive jurisdiction in the matters connected to this Agreement
2. The documents forming this Agreement are to be taken as mutually explanatory of one another. It supersedes all the earlier correspondence except those specifically agreed and categorically excludes the terms and conditions of the PURCHASER. In case of any ambiguity or discrepancy KONE shall issue necessary clarification or instruction, which will be binding on both the Parties.
3. Neither party shall assign the whole or any part of this Agreement or any benefit or interest in or under this Agreement without the prior written approval of the other Party

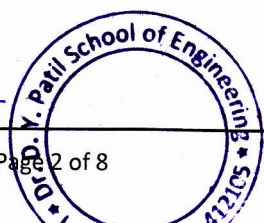
**Commercial Conditions**

**Contract Value and Payment terms**

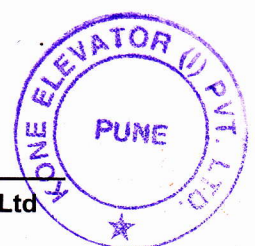
The total consideration as agreed between the parties, for the scope of work provided by KONE shall be paid by the PURCHASER in the following manner, on prorata basis per elevator

- 5% of the Contract Value as interest free advance on execution of this Agreement.
- 40% of the Contract Value on receipt of material intimation request from customer
- 45% of the Contract Value upon material receipt at site
- 10% of the Contract Value upon equipment installed

Signed For Purchaser



For KONE Elevator India Pvt Ltd





The PURCHASER shall pay to interest to KONE at the rate of 18% per annum for all default in making payments within 5 days from date of claim. KONE shall also have the right to forthwith terminate this agreement and/or stop work and services for the lift under this agreement at any stage due to default in payments along with interest. For the purpose of payment and handing over, each elevator will be treated as a separate contract.

The above payments shall be made against submission invoice.

#### Price Validity

The accepted price will be valid for a period of 12 months from the date of this Agreement, subject to adjustments as per IEEMA provisions. The price shall be subject to an escalation of minimum 10% for further 12 months. Beyond months from the date of this agreement, the prices shall have to be re-negotiated between the parties.

#### Taxes, Duties Etc.,

Contract value is inclusive of GST as prevailing on the date of this Agreement. Notwithstanding anything to the contrary contained herein, all existing and future taxes and/or governmental levies including but not limited to increase in taxes and/or governmental levies or related statutes or due to new imposts/ amendment/ variations to applicable laws will be to the PURCHASER's account and the PURCHASER shall pay the same without any demur or protest.

#### Terms of Cancellation

In the event of cancellation of order by the PURCHASER, the PURCHASER shall pay cancellation charges to KONE as detailed below:

15% of the Contract Value, if the order is cancelled by the PURCHASER before the General Arrangement Drawing is prepared.

25% of the Contract Value, if the order is cancelled within one month after the General Arrangement Drawing is approved.

80% of the Contract Value, if the order is cancelled after two months of the approval of General Arrangement Drawings.

90% of the Contract Value, if the order is cancelled after intimation that materials are ready for dispatch.

#### Termination of Agreement

In the event of the PURCHASER:

- Fails to pay KONE, without reasonable cause, any amount due and the amount is outstanding beyond 60 days
- becoming bankrupt or, being a company, going into liquidation, other than for the purpose of a scheme of reconstruction or amalgamation, then, KONE may give notice requiring the PURCHASER to remedy the default within 28 days after receipt of the notice.

If the PURCHASER fails to remedy the default or fails to propose steps reasonably acceptable to KONE to do so and in that case, KONE may terminate this Agreement after issue of 14 days' notice to the PURCHASER.

#### Site, Material and Equipment related Conditions

For the purpose of following conditions, each elevator will be treated as a separate unit.

##### Date of Completion

The date of completion of installation shall be date on which the work is notified as being completed and is available for inspection.

##### Title to Property

Any materials supplied by KONE, shall remain the property of KONE until the entire Contract Value has been paid by the PURCHASER to KONE. KONE reserve its right to remove all such property for default in payment or other default in not providing site to KONE, irrespective of the fact of attachment, sale, mortgage or lease of the premises.

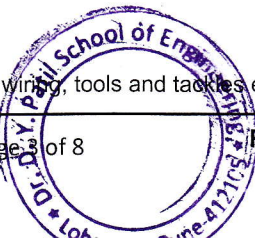
##### Surplus Materials

All consumables, packing cases, surplus materials, wings, tools and tackles etc., used during execution of this

Signed For Purchaser

Page 3 of 8

For KONE Elevator India Pvt Ltd





Agreement are the absolute property of KONE and shall be removed on completion of this Agreement or at KONE's convenience.

### General Arrangement Drawing (GAD)

The General Arrangement Drawing in triplicate will be forwarded to you in approximately six weeks from the date of receipt of complete site details along with the order and advance payment. The purpose of this drawing is to clearly indicate to you pertinent dimensional details of the Elevator shaft, pit, machine room, car and landing entrances, etc. If any modification is required by you in our GAD, it is advisable to hold the construction till the revised GAD is approved by you.

### Approval of General Arrangement Drawing:

Within six weeks from the date of receipt of GAD, the same should be returned to us, duly approved by you. KONE reserve the right to charge extra for subsequent GAD revisions if full site particulars are not made available to us at the time of placing of the order (or) any modification is desired regarding the building structure resulting in revision of GADs

The PURCHASER shall be responsible for any delay in approval beyond the said time and the time for completion of installation would be computed from the date of final approval of General Arrangement Drawing by the PURCHASER.

### Delivery of Materials

On compliance of Payment Terms, KONE shall deliver the materials for each Elevator by the end of 6 weeks from the date of receipt of approved GAD provided the elevator shaft, entrance ways, machine room including 3 phase power supply are made available as per the agreed terms.

On compliance of the above, KONE shall complete the installation by the end of 6 weeks. In the event of site not made ready as per the contract, KONE reserve the right to defer the date of despatch of material and subsequent erection. However, the revised schedule of despatch and erection shall be finalised on mutually agreed terms.

KONE cannot accept responsibility for delayed delivery and / or installation of the Elevator in the following cases.

1. If the terms of payment are not complied with.
2. If the preparatory building works excluded from our contract and necessary structure, support frame, etc. are not completed by the client in time.
3. If permanent three phase power supply along with double earthing, etc., is not given in time in the machine room.
4. If formalities are delayed due to non-payment of licence fees or if necessary technical details are missing.
5. In the event of breach of any conditions of this contract, including failure to make payment within stipulated time, GAD approval, site readiness or such other conditions of this contract, KONE reserves the right to terminate this contract and apply cancellation charges as prescribed in this agreement.

### Installation

KONE shall commence the installation after the materials arrive at the job site and upon intimation from you that the site is ready as per the approved GAD. If the site is not ready for any reason for taking up installation, KONE shall deploy installation team upon receipt of your written confirmation of site readiness as required by us. KONE need minimum eight weeks advance information to depute our personnel. KONE may have to reschedule the erection program if the readiness of the site is inordinately delayed.

In such an event, PURCHASER shall pay additional cost arising on account of such delay.

Completion period promised would be deemed to have been fulfilled, if the elevator is presented for the first inspection after completing all the work on or before the promised date. The time taken to rectify any defects or adjustments during and after the inspection shall be construed as extension.

### Tests

Elevator materials, components and assemblies will be inspected and approved by our Quality Control Department at our manufacturing works and at our suppliers works prior to despatch to site.

KONE reserves the right to farm out any of the proprietary component assembly or sub-assembly for the elevator/s tendered. These would be manufactured strictly in accordance with our drawings, designs or requirements and would undergo the same rigid inspection. KONE undertake full responsibility for the quality of the materials and equipment supplied.

The PURCHASER shall at the time of handing over ensure complete usage of the elevator and acknowledge that the elevator has been handed over by KONE and accepted by the PURCHASER in full working condition without any defect or malfunction.

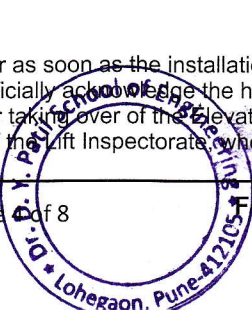
### Handing Over

1. PURCHASER shall agree to take over the Elevator as soon as the installation is completed after making the final payment as per the terms of the contract and officially acknowledge the handing over of Elevator
2. KONE shall give PURCHASER a week's notice for taking over of the Elevator after completion.
3. The Inspection of the Elevator by the authorities of the Lift Inspectorate, wherever applicable, will have to be

Signed For Purchaser

Page 6 of 8

For KONE Elevator India Pvt Ltd





done prior to handing over of Elevator. KONE shall assist in the inspection of the Elevator/s by the authorities of the Lift Inspectorate, wherever applicable. The responsibility of obtaining Lift license shall be with the PURCHASER, before putting the elevator into usage.

4. Warranty will start from the time of handing over per elevator on prorata basis.

5. PURCHASER shall not use the Elevator/s prior to handing over and shall be liable for all damages and loss due to such unauthorized usage.

The Elevator shall be given for beneficial use only on completion of the above terms.

Notwithstanding the above, even after KONE's express intention to handover the Elevator/s, if for any reason, PURCHASER has not taken over the elevator/s, KONE reserves the right to treat that the handing over of the elevator has been completed.

Elevator handing over will be deemed to have been completed regardless of availability of permanent power supply

**Site Safety**

The PURCHASER shall ensure that the site provided is safe in all aspects for the commencement of works by KONE.

The PURCHASER shall provide adequate access to the shaft / work area. The PURCHASER shall ensure including but not limited to providing safe means of access, ladders as per safety rules, stairs provided with handrails, cover any open holes etc.,

The PURCHASER shall be liable for all damages suffered by KONE and/or other persons, due to unsafe site conditions.

*Ergo-ting*  
*Safety*  
*Kone*  
*Warranty*

**Warranty and Training**

**Warranty**

Unless otherwise specified, all machinery and equipment will be of standard design and will be inspected for quality before dispatch. All machinery and equipment will be of high standards maintained by KONE. KONE undertakes to correct and make good any defect which may develop under normal and proper use within the warranty period hereinafter mentioned and which is solely due to faulty design, material or workmanship provided that KONE are notified immediately after the defect is discovered.

Warranty period for each elevator shall be

- a. 18 months from date of dispatch of the last of the following major components namely 1) machine, 2) controller, 3) car and car frame, 4) "T" Guides.
- b. 12 months from date of handing over of the Elevator on prorata basis
- c. 12 months from the expiry of a week's notice from the notice of handing over.

Which ever is earlier.

The Warranty given by KONE shall lapse on completion of the Warranty period. However this Warranty does not cover defects due to depreciation, wear and tear, accidents, lightning, dampness, neglect, misuse, power fluctuations or other abnormal conditions resulting directly or indirectly due to circumstances beyond the control of KONE.

Any energy consumption saving potential when indicated is estimated but the real-life values may vary depending on the actual conditions. KONE does not accept any liability for possible differences between the actual and estimated savings

**Personnel Training**

After completion of handing over, the PURCHASER shall nominate maximum of two persons who will be responsible for handling of the Elevator/s. Such persons would be trained by our Installation Engineer. The training can be terminated by us without notice, if in KONE's opinion, conduct of persons nominated by you is detrimental to the interest of KONE. The above are also contingent on your accepting complete responsibility for your personnel

**Rescue Training**

As a part of supply and installation KONE intends to provide basic training to PURCHASER with respect to rescuing passengers entrapped in elevators under certain limited circumstances.

The objective of providing rescue training is to enable the PURCHASER to understand and identify the risks involved in relation to elevator entrapment situations and related rescue operations, what kind of rescue operation is needed, whether the needed rescue operation can be conducted by the PURCHASER, and further provide knowledge and teach practical skills needed in the rescue operations. The training would include on site demonstration of limited rescue operations what needs to be taken into account when rescuing passengers including the "dos and don'ts"

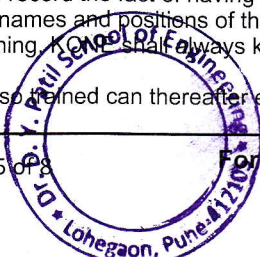
This training shall be provided by KONE to the PURCHASER as a one-time exercise free of cost at the time of handing over the elevator for any two of the representatives nominated by the PURCHASER. Subsequent training required to be provided by KONE at any future point of time shall be chargeable on a mutually agreeable basis. After providing training, KONE and PURCHASER shall record the fact of having provided such basic training in the format prescribed by KONE. This shall include the names and positions of the PURCHASER's employees / representatives, who have participated in the said training. KONE shall always keep the determining record of who has participated in the training.

The PURCHASER or its representative who has been so trained can thereafter engage in rescuing passengers

Signed For Purchaser

*[Handwritten Signature]*

KONE Elevator India Pvt Ltd





entrapped in an elevator using solely the methods as trained by KONE.

The PURCHASER or its representatives acknowledge and understand that they shall not engage in rescue operations for which they are not trained and shall not attempt to rescue any persons following processes, other than those for which they have been trained by KONE.

The training shall be valid only till the Defect Liability Period.

PURCHASER hereby voluntarily release, forever discharge and agree to indemnify and hold harmless KONE, its directors, officers, employees, agents, subcontractors, volunteers and all other persons or entities acting in any capacity on behalf of KONE from any and all liability, claims, demands or causes of action which may be in any way connected with the participation of the PURCHASER and/or its representatives in the training activity including all such claims which allege negligent acts or omissions of KONE.

It is specifically agreed that the training provided by KONE shall not absolve the PURCHASER or its representatives from any negligent and/or any acts of omission or commission that may result in any accident / cause damage either to the entrapped passengers or to the property. KONE shall not be held responsible for any consequences arising out of rescue undertaken by the PURCHASER or its representatives whether the rescue is happening before, during or after any training provided by KONE. PURCHASER agrees to indemnify KONE, its directors, officers, employees, agents, subcontractors, volunteers and all other persons or entities acting in any capacity on behalf of KONE against claims, demand, prosecution and/or any charge arising therefrom.

**Maintenance**

This contract includes free maintenance for 12 months. The period of free maintenance will be deemed to have commenced on the date the Elevator handing over. The date of commencement of this service will remain unchanged irrespective of any delay in building completion, availability of permanent power supply, taking over or commencing use of the Elevator.

Maintenance will consist of regular examinations, any necessary adjustment and lubrication of the equipment by competent personnel under our direction and supervision. KONE shall not be responsible for repairs and replacement of any parts as may be needed because of negligence, misuse or accident. In case any trouble develops between agreed periodical visits, upon PURCHASER's request, special examination will be made subject to availability of competent personnel.

All work will be performed during our regular working days except for minor emergency adjustment call back service which will be provided during regular working hours. No work or service other than that specifically mentioned is included or intended

**Force Majeure**

KONE shall not be liable for any loss, damage or delay due to any cause beyond KONE's reasonable control including but not limited to lack of shipping space, embargoes, acts of God, strikes, lockouts, bandh, fire, accident, explosion, theft, floods, riots, civil commotion, war, malicious mischief, enemies, terrorism, power shortage, delay in supplies of raw materials and components either at our supplier's works or at our works due to any or all of the reasons such as energy crisis, power cut, rail / road transporter's strike, go-slow, non-availability of essential raw materials (iron & steel, aluminium, copper, silver, brass, stainless steel, various alloys, electrical grade steel etc.), or act of a third party.

KONE or purchaser shall intimate, in writing, within two weeks of occurrence of the force majeure conditions as defined in the clause hereunder to the other party together with an estimate of the likely duration of the persistence of the force majeure condition

**Limitation of Liability**

Notwithstanding anything contrary in this Agreement, including any indemnities, in no event shall KONE be liable to the PURCHASER or third party for any loss of profit, loss of use, loss of contracts, loss of business, loss of customers, loss of good will, contractual liabilities of others or for any indirect or consequential loss or damage, which may be suffered by the PURCHASER or such third party in connection with this Agreement. KONE shall not be liable for any expenses or repairs which are incurred by the PURCHASER without the specific written approval of KONE.

KONE shall have no liability to the PURCHASER or any third party under or in relation to this Agreement after the expiration of the defects liability/warranty period.

Where KONE and others have jointly caused the PURCHASER to suffer loss or damage under or in connection with this Agreement, KONE's liability will be limited to the extent that KONE has caused or contributed to such loss or damage. KONE will not be liable in any way for loss or damage caused by third parties.

KONE shall not be liable for any loss or damage by any reason of any act, neglect or default on its part or on the part of its agents, servants or workmen suffered by the PURCHASER or by any other person, irrespective of the fact that the PURCHASER or such person may raise a claim for damages or compensation, successfully or otherwise, without in any way limiting the operation of the foregoing provisions.

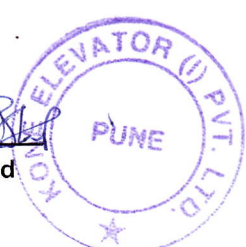
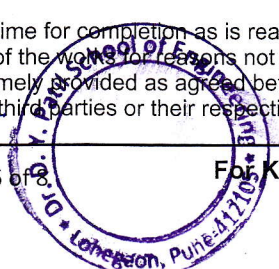
KONE's maximum aggregate liability under or in relation with this Contract, shall in no event, exceed an amount equal to the Contract value

**Extension of Time**

KONE shall be entitled to such extension of time to its time for completion as is reasonable in the circumstances in the event the works is delayed due to i) suspension of the works or reasons not attributable to KONE, ii) work by the PURCHASER or third parties not having been timely provided as agreed between the PURCHASER and KONE, iii) reasons attributable to the PURCHASER or third parties or their respective servants, agents or other

Signed For Purchaser

For KONE Elevator India Pvt Ltd





contractors or sub-contractors, or iv) a force majeure event. In the event the time for completion of works is extended for reasons set out in items i)-iii) above, KONE shall be entitled to recover from the PURCHASER all substantiated costs, including but not limited to storage costs and demobilization and remobilization costs, incurred by KONE as a result of such extension of time.

### Intellectual Property Rights

Notwithstanding anything contrary contained in this Contract, KONE shall retain title and ownership of all intellectual property rights relating (whether directly or indirectly) to the Equipment provided by KONE, including but not limited to software, firmware, drawings, technical documentation or other technical information delivered under this Contract. The PURCHASER shall not use or copy any drawings, technical documentation or other technical information supplied by or on behalf of KONE for any purposes other than those directly related to the Contract or to the use and maintenance of the Equipment.

KONE grants the PURCHASER a non-exclusive and non-transferable license and right to use the software and firmware delivered with or related to the Equipment in connection with the use and maintenance of the Equipment. The PURCHASER shall not in any form copy, modify or reverse engineer the software, or allow any third party to do the same.

### Dispute Resolution

#### Arbitration

In the event of difference or dispute arising out or in connection with this agreement, over the rights or obligation of parties, the dispute would first be attempted to be resolved by consultations between the parties. Upon failure of such mutual consultations, the dispute or difference would be referred to Arbitration of a Sole Arbitrator, to be appointed by KONE and the provisions of the Arbitration and Conciliation Act, 1996 shall be applicable to such Arbitration.

For the purpose of jurisdiction, the Courts in the City Chennai of shall have jurisdiction in relation to Arbitration and any other remedy under this agreement.

### PURCHASER's Covenants and Obligations

The PURCHASER acknowledges and agrees that the covenants and obligations of the PURCHASER contained in this Agreement must be strictly adhered and/or fulfilled by the PURCHASER in order for KONE to fulfill its obligations arising under this Agreement. Any failure on the part of the PURCHASER to abide and/or fulfill the covenants and obligations contained in this Agreement shall constitute a breach of this Agreement by the PURCHASER and KONE shall not be liable for the same under any circumstances.

#### 1. Relating to Site Details

The PURCHASER shall submit required information within a week of execution of this Agreement to prepare General Arrangement Drawing. This information would include:

- a. Clear Elevator well dimensions with constructions details.
- b. Details of interferences, projections if any
- c. Elevation of the Elevator shaft showing clear heights
- d. Size and location of Elevator Columns in the Elevator well, if any.
- e. Depth of Elevator pit
- f. Clear height of machine room
- g. Pan view of the machine room

If the PURCHASER requires KONE to conduct a field check and provide site details, KONE shall offer such services at an extra cost.

#### 2. Relating to Civil Work

The PURCHASER shall complete the civil work required and prepare site prior to intimation that materials are ready for dispatch. The civil work would include:

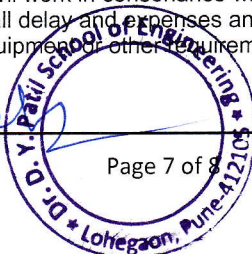
- a. Properly framed and enclosed Elevator hoistway with required sill bearing area at each landing.
- b. An Elevator pit of proper depth below the lowest landing.
- c. Properly lighted and ventilated machine room with proper access
- d. Properly designed lifting and machine room hoists adequate in strength to bar loads imposed by the machine room equipment.
- e. Furnish required architraves and fascia plates.
- f. Provide pockets on Elevator well walls and such other civil work as may be necessary.
- g. Providing sun shade for all openings of the machine room.
- h. Providing safe load capacity of load hook with fluorescent colour in machine room along with structural engineer's certificate.
- i. providing Exhaust fan & or smoke window as & wherever necessary

The PURCHASER shall perform all civil work in consonance with the approved General Arrangement Drawing. The PURCHASER shall be liable for all delay and expenses and shall adequately compensate KONE, on account of KONE, having to modify or alter equipment or other requirements on account of deviations in the General Arrangement Drawings.

Signed For Purchaser

Page 7 of 8

For KONE Elevator India Pvt Ltd





**4. Relating to Installation**

The PURCHASER, at its cost, shall ensure/provide the following requirements

- a. Before KONE deputed his installation crew to the site, the PURCHASER shall ensure and confirm in writing that the entire civil work as per the approved drawings is complete.
- b. The PURCHASER shall clean the Elevator pit and keep it dry,
- c. The PURCHASER shall provide adequate lighting and ventilation in the Elevator shaft and machine room prior to erection.
- d. The PURCHASER shall provide storage space in an area of 40 square meters per elevator near the elevator shaft in the building. The said storage area shall be safe, easily accessible, covered, weather proof and lockable. The storage area shall be made available to the installation team of KONE from the time the goods are received at site till the Elevator is handed over. In case Storage Area is beyond 20 meters from the shaft, cost of material shifting will be in the scope of Purchaser
- e. The PURCHASER shall provide single phase 230 V power required for operation of tools, hoists etc., at the ground floor near the elevator shaft and shall further provide three phase 415 V AC power for testing and commissioning of Elevators in the machine room.
- f. The PURCHASER shall provide the above mentioned power connections of 230 V (single phase) and 415 V (three phase) with suitable main switches as per requirements of KONE along with light circuit breakers, lightning arrestors, suitable earthing leads to the machine room and such other protective devices necessary to meet the site requirements.
- g. The PURCHASER shall provide suitable accommodation free of cost for the installation crew.
- h. The PURCHASER shall be liable for any/all delays caused on the account of the site not being prepared as per the requirements. KONE reserves his right to claim additional costs for delays on account of the PURCHASER in providing mentioned or additionally required facilities.

*Accord to Kone*

**5. Relating to Minor Builder's work**

The PURCHASER shall in addition to the above, provide on request, without costs, from KONE, the following:

- a. Cut pockets and grout car and counterweight brackets.
- b. Chip required recess and fix the sills and valance plates as required.
- c. Cut pockets and grout brackets for over speed governors and controller.
- d. Make pockets and grout the rag bolts if required for fixing the over speed governor tension wheel.
- e. Cut the pockets and ground landing push and indicator boxes.
- f. Concrete plinth for housing car and counterweight buffer springs.

**Other Covenants and Obligations of the PURCHASER**

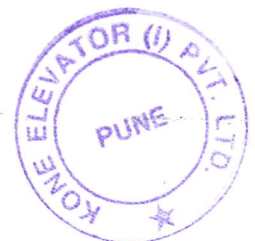
The PURCHASER is responsible for ensuring that any protection installed by KONE remains in place. KONE is not liable for any damage, loss or additional expense resulting from the unauthorized removal of any protection installed by KONE. The PURCHASER unless explicitly otherwise agreed, the Equipment shall not be used by any other party other than KONE prior to the handover of the works. Such unauthorized use before the handover includes, but is not limited to, all usage of the Equipment as a passage for people, for transferring or storing goods, or as a support or base for scaffolding, or any other way which could damage the Equipment or its protection.

In the event of any discrepancies with the provisions of this Contract and its Appendixes, this Contract shall prevail and the order of precedence of the Appendixes shall be as set out above.

Accepted and signed by both parties to make a valid and binding contract between KONE and PURCHASER.

NEB OR  
FRB OR

GSTIN	27AAACK2567P1Z1
ARN No.	AA2706171129317
SAC Code No.	995466
Nature of Service	Composite Supply under Works Contract



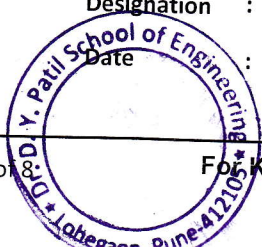
**For and on behalf of the PURCHASER**

Signature :  
Name : DR DY PATIL SCHOOL OF ENGINEERING  
Designation : DIRECTOR  
Date : 18-Oct-2017

*[Handwritten Signature]*

**For and on behalf of KONE**

Signature : *[Handwritten Signature]*  
Name : ABHIROOP.S.GAIKWAD  
Designation : ASST MANAGER SALES  
Date : 18-Oct-2017



Signed For Purchaser



**D Y PATIL GROUP**

Dr. D. Y. Patil Educational Enterprises Charitable Trust's  
Dr D Y PATIL TECHNICAL CAMPUS

**Dr D Y PATIL SCHOOL OF ENGINEERING**

**WORK ORDER**

Work Order Number : ADYPKC/SOE/STORE/WO/17-18/ 343 Date: 26/10/2017  
Reference : Your Offer Letter on dated 18<sup>th</sup> October 2017  
SUBJECT : **WORK ORDER FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 1 NO KONE ELEVATORS AT DYPSOE**

To,  
**M/s. Kone Elevator India Private Limited**  
Off. No. 2, Bandal Spaces, Kothroud Pune  
Tel : 8551018877

**Sub: Supply, Installation, Testing and Commissioning of 1 No Kone Elevators at DYPSOE Charholi (BK)**

Dear Sir,

• Reference to your offer letter & final agreement after subsequent negotiations to you on 26<sup>th</sup> October 2017 we are pleased to award you the above mentioned work as per terms and conditions mentioned as follows.

S.N.	Description of Items	Qty	Unit Rate(INR)	Amount (Rs.)
1	6 Passengers / 408 kg. 1 m/s. Variable Voltage Variable Frequency (V3F). 06 Stops, with ARD device, Gearless with machine room & power door. The lift will be with emergency light inverter, fire men drive, & load weighing device, (All other specifications as per offer letter.)	1	9,45000/-	9,45000/-
Total in figures (Including of all Duties & taxes) :-			Rs.945000.00	
Total in words (Including of all Duties & taxes) :-		Nine Lakh forty five thousand only		

**TERMS & CONDITIONS OF CONTRACTS:**

1. Time is essence of contract. The commissioning of the lift will be done in 90 days after issue of work order.
2. The scope of work of Kone & DYPSOE will be as per contract agreement.

Accepted  
A/Sef,  
Ashuopp. S. Gaikwad  
27/10/2017

Page 1 of 2

P.T.O





## D Y PATIL GROUP

Dr. D. Y. Patil Educational Enterprises Charitable Trust's  
Dr D Y PATIL TECHNICAL CAMPUS

### Dr D Y PATIL SCHOOL OF ENGINEERING

3. The payment terms will be as per the Contract agreement.
  - a) 5% of contract value advance with PO
  - b) 40% of contract value on receipt of material intimation request from client
  - c) 45% of contract value after material receipt
  - d) 10% after commissioning of Lift
4. The PWD licenses will be procured by Kone as mentioned in agreement.
5. No escalation charges will be given by DYP SOE till one year after the issue of Work Order.
6. The CPM chart will be provided by Kone after receipt of Work Order
7. The drawings of civil work and Electrical works will be given by Kone after laser work.

*S.S. Sonavane*  
26/10/17

Dr.S.S.Sonavane  
Director - TC

*RAM*

Radha Mandollikar  
Chief Accountant

For Dr.D.Y.Patil Educational Enterprises Charitable Trust's

*Ajay Lall*

Administrative Officer

*N. Vishwanath*  
26/10

Dr Nilesh Vishwanath

*Vivek Gode*

Vivek Gode  
CFO ADYPU

Taruna Maheshwari  
Chief Finance Officer

Accepted  
*Abhroop S. Garkwad*  
27/10/2017

Ajeenkya DY Patil School of Engineering, Charholi (Bk.), Pune.



# Infrastructure Policy

## Utilization and Maintenance of Infrastructure

POLICY No: APN/ 2016/ 4.2.1

INFRASTRUCTURE POLICY |



  
Principal  
Ajeenkya DY Patil School of  
Engineering, Lohegaon, Pune

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**Principal**  
Ajeenkya DY Patil School of  
Engineering, Lohegaon, Pune





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## *Vision*

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Empowerment through quality technical education

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## *Mission*

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M1: To achieve excellence in teaching, learning and research

M2: To impart skill-based education to meet the needs of industry and Society

M3: To excel as a center of excellence in technical education

M4: To inculcate social & ethical values among the students

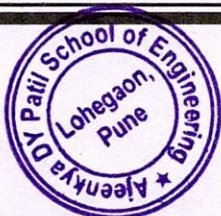
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## *Quality Policy*

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We strive to impart quality technical education through academic excellence and provide the best facilities to satisfy the needs & expectations of the students & stakeholders.

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Principal  
Ajeenkya DY Patil School of  
Engineering, Lohegaon, Pune

## 1. Introduction:

DYPSOE is committed to create, develop, provide and maintain necessary infrastructure in all the domain. We are also committed to provide all possible and essential amenities and infrastructure for all the stake holders. The Institutes is having established system and a well-developed policy for maintenance and utilization of computers, classrooms, equipment and laboratories as well as its support infrastructure. The policy aims at providing transparent and user-friendly guidelines as the basis of equitable allocation and efficient utilization of facilities based on the educational, research and administrative requirements of the institution. The policy not only provides a framework for the optimal use of physical infrastructure but also allows a regular re-assessment of the institutions spatial requirement.

## 2. Policy Statement:

The Policy for Utilization and Maintenance of Infrastructural Facilities is carefully chalked out with a view to provide instructions to the students and staff of the College as well as other stakeholders regarding judicious utilization and maintenance of infrastructural facilities including physical infrastructure like building, grounds, lawns, parking space, Library infrastructure and equipment including laboratory, sports, furniture, etc.

## 3. Scope of the Policy:

The college infrastructure development is a strategic process that uses a healthy planning framework designed to deliver college strategic outcomes.

This policy is intended to cover various types of facilities on college owned building as under.

- Academic and Administrative offices
- Classrooms/Seminar Rooms
- Library and Study room
- Conference room
- Research laboratories
- Incubation center

  
Principal

Ajeenkya DY Patil School of  
Engineering, Lohegaon, Pune



- Gymnasium and sports facility
- College garden
- Common space
- Refreshments facility

#### 4. Definitions:

**Facility:** Physical infrastructure like college building, any structure, laboratory, library, sports space, gymnasium, equipment, furnishing, parking space etc. present in the college campus.

**Equipment:** Items acquired by the college including, but not limited to sports, scientific and laboratory equipment, computers and information technology equipment and miscellaneous equipment.

**Furnishings:** Items acquired by the college including, but not limited to classroom tables, chairs and benches, laboratory tables and storage. workstations, file cabinets, bookcases, office tables. garden benches. other miscellaneous furniture, curtains, blinds etc.

**Maintenance:** The act of keeping physical infrastructure in acceptable condition or at-cl prescribed level of performance. Maintenance also includes replacement of parts of components and other activities needed to preserve the asset so that it continues to provide acceptable services and achieves its expected life.

#### 5. Procedures & Planning For Infrastructure Development:

The college has established system for maintenance and utilization of classrooms, laboratories, equipment and computers. Also college has established planning body to look out about the infrastructural. Planning body comprises Building committee, Purchase committee, College development committee and college advisory committee.

##### Utilization and Maintenance of Classrooms

- (i) Master Timetable is prepared to facilitate maximum use of all classrooms.



- (ii) Departmental timetable is prepared as per the required workload suggested by the SPPU.
- (iii) The college possesses spacious classrooms having good ventilation including fans, tube lights and faculty desk. All the facilities are properly maintained.
- (iv) Classrooms furniture and teaching aids are maintained by respective department staff.
- (v) College also provides classrooms for conduction of various government exams.
- (vi) The Heads of the departments ensure that the classrooms space is optimally utilized by identifying, allowing and encouraging the 'slow learners' to use classrooms during free lectures under the supervision of departmental faculty whosoever is free in those periods.

#### **Utilization of Laboratory**

- (i) Laboratories of DYPSOE are fully functional with all necessary equipment's and apparatus.
- (ii) The college has 33 laboratories with fully equipped facility.
- (iii) Laboratories are being run as per schedule timetable and standard operational procedures.
- (iv) Dead stock register is maintained and updated regularly.
- (v) Dead stock verification is carried out during internal audit at the end of academic year
- (vi) Obsolete equipment and instrument is discarded by following standard procedure.

#### **Utilization of Laboratory equipment**

- (i) Laboratory in charge has responsibility for the care, maintenance, physical inventory and control of the equipment in their custody.
- (i) It is checked and ensured that sufficient equipment is available in working condition for practical sessions.

#### **Utilization of Library**

Dr. D Y Patil School of Engineering Library has always been striving hard to meet the expectations of its users. There has been a long felt need to bring clarity and uniformity in procedures and practices of the library and resource center so as to further improve its efficiency, utility and services. Dr.D Y Patil School of Engineering has a clear policy about carrying out the different activities of the library smoothly without any ambiguity. i.e. collection development, provision of information services, management of other academic support facilities etc. Library plays a very vital role in supporting the

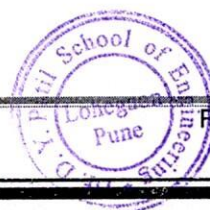
academic programs of the institute. It identifies, evaluates, procures, processes and then makes these learning resources available to the faculty and students for their teaching, learning and research assignments. The Library Advisory Committee (LAC) is constituted by the Principal of the Institution. It plays a vital role in forming the policies, rules and regulations and in implementing those in a proper manner in order to safeguard the interests of all the users. The function of the Library Advisory Committee is to support the functioning of the library in all areas of library administration. It facilitates to implement the library development by advocating the library development activities.

#### **Utilization of Library Space**

- (i) Library Space facilities are being used for students, faculty and staff members of the college.
- (ii) The library facility can be availed by external users such as research scholars, alumni, parent and other persons with prior permission of the competent authority.

#### **Functions of the Library Advisory Committee**

- To record the minutes for every meeting and circulate it to all the members for consideration. The minutes will be confirmed by all the members in the next meeting.
- To provide general direction to the library.
- To review the functioning of the library to ensure its adaptability and innovativeness.
- To advise the library on matters of policy related to development of library.
- To outline the library collection development policy as and when required, for its implementation.
- To monitor and evaluate, from time to time, trends and developments in information technologies, networking, library automation, etc. and to direct the library in their adoption.
- To suggest ways and means to generate revenue from library resources.
- To formulate action plan for the development of library infrastructure, facilities, products and services.
- Evaluate the suggestions made by the library users.
- To formulate the policy for library use and procedure to be framed.
- To assist library in providing need based information services.
- To review the requirements of the new programs being introduced by the institute and discuss various aspects regarding that.





- Recommend the information resources both print and e-versions to enrich the library collection.
- Lay down guidelines to maintain proper decorum in the library.

#### **Utilization of Conference / Seminar room**

These are allocated for following purposes.

- (1) Meetings of college development committee (CDC).
- (2) Meetings of IQAC
- (3) Faculty and staff meeting by the principal
- (4) Small training workshops for faculties and staff
- (6) Meetings of different college committees
- (7) Guest lectures/seminars/workshops

#### **Utilization of Sports Facilities**

- (I) All sports facilities present in the campus are being used for sports education, training, competition and recreation of the college students, faculty and staff members.
- (II) Sports facilities is also allocated to external users for inter collegiate, University level or other sports competitions with prior permission of the ADYPU administrative.

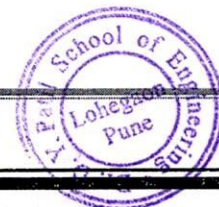
#### **Utilization of Common Space**

- (i) The Common Space of the college which includes Auditorium, College sports ground, Parking Space and Canteen is availed by students and staffs.
- (ii) The Common Space of the college is utilized for organizing various co-curricular or extra-curricular activities.

### **6. Maintenance of Physical, Academic & Support Infrastructure:**

#### **Maintenance of Physical Facilities**

The physical facilities including class rooms, laboratories, auditorium, seminar hall, smart classrooms and computers are used by students. The physical facilities are maintained and monitored by college maintenance supervisor and his team. It is their responsibility to take care like continuous power supply, water supply, cleaning of classrooms, laboratories, common spaces and college garden is maintained by gardener appointed by college.



### **Maintenance of Classrooms and Laboratories**

Classrooms and laboratories with furniture, teaching aids are maintained by the respective head of department and maintenance supervisor of college. College students are utilizing classrooms during the working hours. The periodic cleaning of the campus areas in the college including the academic and administrative buildings is performed daily in the morning before the regular classes begin with the help of housekeeping staff. Toilets are cleaned twice every day. Items such as blackboards, fittings and furniture are regularly renewed and repaired.

The following procedure is adopted for maintenance of laboratory.

1. Once the equipment is purchased as per the standard procedure, it recorded in the departmental logbooks. The equipment is annually checked by the departmental stock verification committee.
2. Heads and faculty in the departments are accountable for proper use of equipment. If the equipment requires maintenance or repair, the faculty members will notify Head of the department. The requisition will be made to the Principal with due sanction from the HOD.
3. In case a small part of the equipment needs replacement, head of the department makes arrangement of fund from college account office for purchasing.
4. If there is a major maintenance/replacement/repair is required, Laboratory in charge will contact the vendor/supplier of the equipment. A rough estimate of repair and maintenance is taken from the technician. Then, it is submitted to the Principal. The Principal gives necessary permission for the same. After this the vendor or technician will repair the equipment.
5. HODs ensures that calibration of all equipment is done regularly.

### **Maintenance of ICT Facilities**

The college has integrated ultra-modern IT methods and is looking forward to the complete automation of the daily activities of the college. College has established systems and procedures for maintaining and utilizing Physical, Academic and support facilities. College has regular maintenance and periodic replenishment of essential facilities. College policy has effective mechanism for the upkeep of the infrastructure and other facilities as to have optimum utilization of the facilities in order to have effective college functioning.



**Principal**

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The specific policies are as follows:

- The College maintains server computers to ensure better networking, sharing of computers and centralized monitoring.
- The full-bodied IT infrastructure of the college comprises 487 computers connected with WiFi/LAN.
- The College has two dedicated servers for the smooth functioning of university exam and licensed copy.
- The college library is automated with KOHA software with cloud server facility Library has the subscription of e-books and e-journals via DELNET.
- Question papers, projects are availed through digital repository in the college library.
- Digital library with computers enhances the e-learning and online certificate programs through NPTEL.
- Video conferencing facility.
- ERP software with cloud server facility which enables the smooth functioning of the day today activities.
- The system administrator takes care of the creation, up-gradation and monitoring of the ICT infrastructure
- Website of the College is updated periodically
- User terminals are provided in the library hall for accessing electronic resources and searching OPAC.

#### **Maintenance of Support & Other Amenities**

The college owned and possessed a number of equipment and facilities that also include sports and fitness equipment, Power Generator, Solar panels, Fire Extinguishers, Water Coolers, RO systems, Air Conditioners, etc. After procuring these equipment, their maintenance part is looked after by competent authority with the help of assistants. Their number and record is maintained duly in the logbook/record book. The equipment is serviced from time to time and the maintenance record is entered into the logbook as under.

- The maintenance record of the Power generator is entered in the logbook and the working hours of the genset.
- The solar panels are regularly cleaned by the support staff and are maintained under the Annual Maintenance Contract by the service providers.

  
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- The number of air conditioners installed in the college is entered into the record book and they are regularly serviced under AMC. The maintenance records are recorded into the log book.
- A committee supervises the maintenance of sewage treatment plants and rainwater harvesting/ recharging systems.
- The maintenance of equipment for water pumping plants, sewage, etc. are undertaken by the equipment supplier.
- The campus is equipped with 24/7 safe and adequate drinking RO water supply. It also has coolers and purifiers, which are regularly cleaned and maintained.
- Fire extinguishers are installed in every floor of college, administrative offices, seminar halls, library, auditorium and corridors as per the conditions laid down by fire authority and are maintained by the respective departments with the support of the committee. These are replaced/re-filled from time-to-time or as and when required.
- Canteen facility is accessible for all stakeholders and its maintenance is looked after by respective service providers on annual contract basis along with the Canteen Committee, which oversees the maintenance and hygiene of the canteen on regular basis.
- Green environmental Aspects-Gardens, lawns, solar panels, rain-water harvesting systems, Herbal garden and the green house are maintained by the gardeners every day and frequently by the National Service Scheme volunteers as a service activity. A campus cleanliness and beautification committee oversees the maintenance of the same.
- The college remains under 24X7 surveillance. It is taken care of by the Campus Security.



  
**Principal**  
Dr. D. Y. Patil School of  
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7. Policy Details:

Policy drafted by	IQAC
Policy Applies to	Infrastructure
Effective from the date	1 June 2020
Approved by	Management and IQAC
Responsible Authority	Principal
Superseding Authority	Management
Last Reviewed	1 June 2020
Policy No.	DYPSOE / POLICY/ 2020/ Infrastructure / Version 1

  
Prepared by  
IQAC

  
Approved by  
Principal  
**Principal**  
Ajeenkya DY Patil School of  
Engineering, Lohegaon, Pune

  
Approved by  
Management

