

# "Empowerment through quality technical education" Dr D Y Patil Educational Enterprises Charitable Trust's

## Ajeenkya D Y Patil Group of Institution's Technical Campus

# Dr D Y PATIL SCHOOL OF ENGINEERING

(Approved by AICTE, New Delhi Recognized by Govt. of Maharashtra, Affiliated to Savitribai Phule Pune University)

AISHE Code: C-46648 DTE Code: EN6732 SPPU PUN Code: CEGP015720

(Accredited by NAAC)

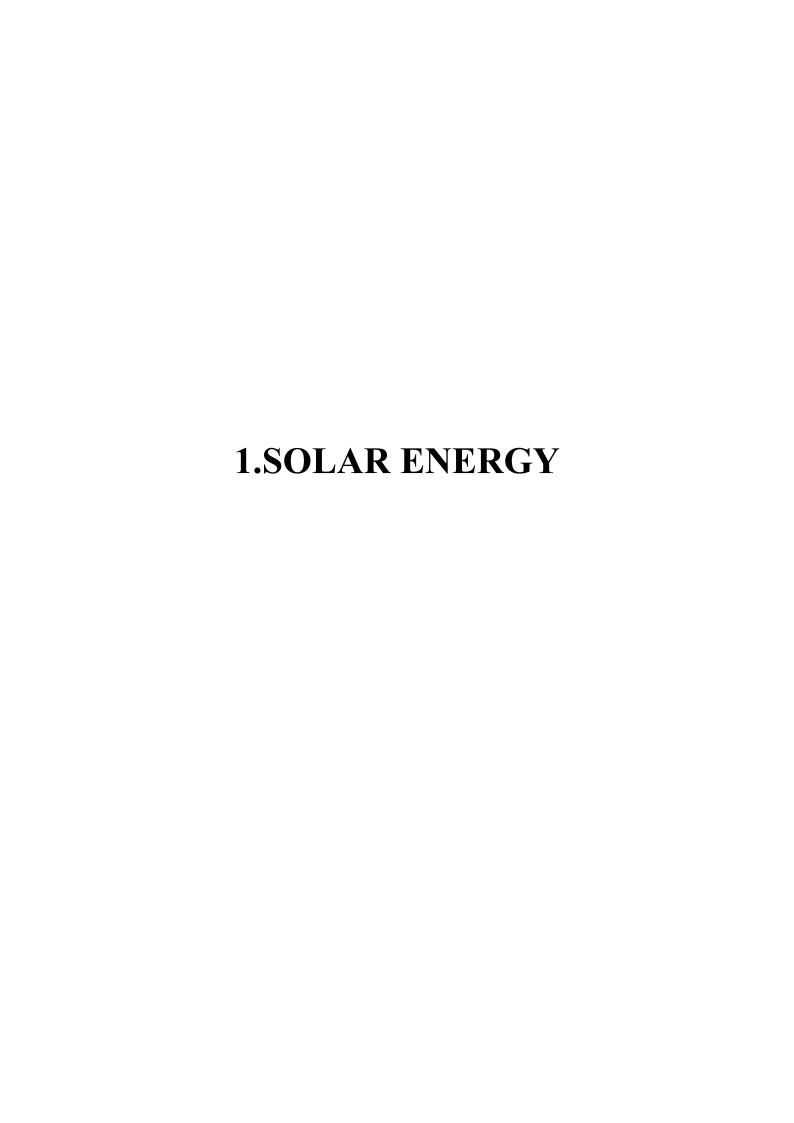
# 7.1.2-The Institution has facilities for alternate sources of energy and energy conservation measures

Documents Enclosed ....

- 1. Solar Energy
- 2. Biogas Plant
- 3. Wheeling to the Grid
- 4. Sensor-based Energy Conservation
- 5. Use of LED Bulbs/Power Efficient Equipment

Dr. D. Y. Patil School of Engineering Lohegaon, Pune.







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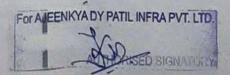
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POWER SALE AGREEMENT Between

RENEW SUN FLASH PVT. LTD.

And

AJEENKYA D Y PATIL INFRA PVT. LTD.





#### RECITALS.......2 TERM.......3 Initial Period .......3 PLANNING, INSTALLATION AND OPERATION OF PLANT ......5 4. 5. SALE OF ELECTRIC ENERGY......6 ......8 6. RATES, BILLING AND PAYMENT SCHEDULE......8 7. SUPPLEMENTAL POWER ......9 8. OWNERSHIP OF PLANT, LIENS, MORTGAGES......10 9. PURCHASE OPTIONS, REMOVAL AT END OF TERM......10 SHUTDOWNS, RELOCATION; CLOSURE OR SALE OF SITE......11 10. ......13 11. 12. INSURANCE \_\_\_\_\_\_13 13. 14. 15. 16. 17. FORCE MAJEURE 16 18. 19. OFFTAKER DEFAULT AND POWER PRODUCER REMEDIES.......17 20. 21. DISPUTE RESOLUTION 19 22. 23. 24





## 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, BikajiCama 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.

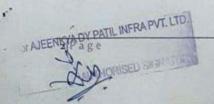
#### AND

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
- 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:





#### 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
  - 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 ALEEN RYADY PATIL INFRA PVT. LTD.)

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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

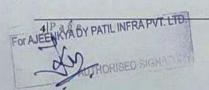
The Operations Period will commence on the Commercial Operation Date and will terminate on completion of 15 Years from the date of the Commercial Operation Date.

#### 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

#### 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 1st working day of every calendar month @ 11:00 AM, either by reviewing the recordings on the online billing software or in the



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:

- 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.
- 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:

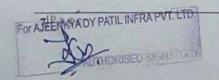
All meters shall be checked/tested for accuracy on a yearly basis in the presence of both the Parties and shall be tested as working satisfactory so long as the errors are within the limits prescribed for meters of the specific class. Energy consumption recorded in the main meter will form the basis 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
- 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

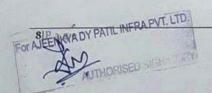
The Offtaker shall pay for the electricity supplied at delivery point, by the Plant monthly. Promptly after the end of each calendar month, the Power Producer shall provide the Offtaker with an invoice setting forth the quantity of electricity produced by the Plant in such month, the applicable rates 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.





#### 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 Duc 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.

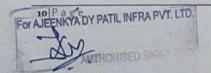
## 8.5. Non Disturbance Agreements

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.



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## 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 Produce 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

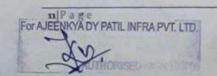
The Power producer may shut down the Plant in the following circumstances:

- (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
  - 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).

- 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 Decmed 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 Offlaker.

#### 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:



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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.

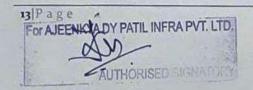
## 13. COOPERATION; SOLAR ACCESS; FUTURE IMPROVEMENTS

## 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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## 14. CONFIDENTIALITY

#### 14.1. Limits on Disclosure of Confidential Information

Subject to the exceptions set forth below in Clause 14.2 each Party agrees that:

- 14.1.1. Without the consent of the other Party, it shall not disclose any Confidential Information received from the other Party to any other person and
- 14.1.2. It shall use any Confidential Information received from the other Party only for the purpose of fulfilling its obligations under this Agreement.

## 14.2. Permissible Disclosures

- 14.2.1. Notwithstanding the foregoing, the Parties may, and shall, disclose any information required to be disclosed under rules, regulations required to be disclosed by any Governmental Authority under Applicable Law or pursuant to a validly issued summonses or required filing.
- 14.2.2. The Power Producer may provide this Agreement, and any correspondence, notices and other information related to this Agreement to any person who has provided of who is interested in providing construction or permanent financing, or any refinancing thereof, to Power Producer in connection with the Plant. In addition, if a receiving Party is required by Applicable Law to disclose any Confidential Information provided by the disclosing Party, the receiving Party may make disclosure as required by law, but the receiving Party shall prior to making any disclosure notify the disclosing Party of the requested disclosure and shall use its reasonable efforts to cooperate with the disclosing Party, but at the expense of the disclosing Party, in any efforts by the disclosing Party to minimize the extent of the Confidential Information disclosed and the persons to whom disclosed.

## 14.3. Enforcement of Confidentiality Provisions

Each Party acknowledges that it may be impossible to measure the damages which may result from a breach of this Clause 14 and agrees that the provisions of this Clause 14 may be required to be specifically performed and each Party shall have the right to obtain preliminary and permanent injunctive relief to secure specific performance of the terms of this Clause 14. The provisions of this Clause 14 shall survive until one year after the effective date of any termination of this Agreement.

#### 15. INDEMNIFICATION

## 15.1. Power Producer Indemnification

- 15.1.1. The Power Producer shall indemnify, defend and hold Offtaker and its directors, officers, employees, agents, volunteers, and invitees ("Offtaker's Indemnified Parties"), harmless from and against all losses incurred by the Offtaker Indemnified Parties to the extent arising from or out of the following:
  - any claim for or arising out of any injury to or death of any Person or loss or damage to property to the extent arising out of Power Producer's (or its contractor's) negligence or willful misconduct;
  - b) Power Producer's violation of Applicable Law;
  - any failure to properly interconnect or comply with the procedures of the Local Electric Utility; or
  - any failure to properly handle or dispose of any Hazardous Materials brought onto the Site by the Power Producer or by any of Power Producer's employees, agents, volunteers, and invitees.
- 15.1.2. Such duty to indemnify with respect to any injuries to persons or damage to property arising from the generation of electricity from the Plant shall not extend to incidents occurring on the Offtaker's side of the Point of Delivery except to the extent caused by incidents on Power Producer's side of the Point of Delivery.
- 15.1.3. Such duty to indemnify shall not apply to any action or claim, whether in tort (including negligence and strict liability), contract or otherwise for any loss, injury, or costs resulting from interruptions in service. The Power Producer shall not be obligated to 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.







## 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.

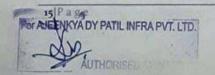
## 16. REPRESENTATIONS AND WARRANTIES

#### 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.
    - 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;
    - 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:



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- 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

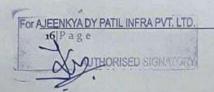
- 17.1.1. Notify the other Party in writing of the existence and details of the Force Majeure Event, within seven (7) days of its knowledge of commencement of such event. In case of total disruption of communication, the same must be communicated as soon as practicable after the occurrence of Force Majeure;
- 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:

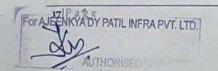
- 18.1.1. Misrepresentation: Any representation or warranty by the Power Producer under Clause 16 hereof, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within 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
- Abandonment of this Agreement by way of failure to pay under the terms of this Agreement. In case the Offlaker 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 Offlaker's Event of Default. In the event of termination on account of non-payment by the Offlaker as aforesaid, the Offlaker 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 Fower Producer the amount equivalent to the sum of Buy Out value as per SCHEDULE B of this Agreement.

## 20. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS

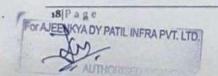
## 20.1. Financing Arrangements

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. Continuance 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 t'irough 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

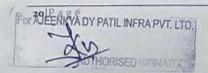
The provisions of this Clause 23 shall survive any termination of this Agreement for any reason whatsoever and shall apply (except as provided herein) to any disputes arising out of this Agreement.

## 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 aftertax 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 <u>Erection, Commissioning and Operation</u>: 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

Ajcenkya D Y Patil Infra Private Limited ReNe

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

Authorised Signatory

Name: Dr. Kamaljeet Kaur Siddhu

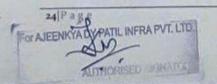
Authorised Signatory

Name: Mr. Rahula Kashyapa

Mr. Nitin Chimote

# Exhibits Exhibit 1. Description of the Premises and Site

	art A- Site Specifications	
Name of the site	Dr. Ajcenkya 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	



#### Exhibit II. Definitions

- "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.
- "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
- "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.
- "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.
- "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;
  - 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.
- "Deemed Generation" As explained in SCHEDULE E
- 14) "Buy Out" means an amount determined in accordance with SCHEDULE B.

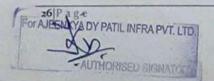


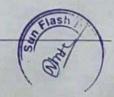


- 15) "Electric Service Power Producer" means any person, including the Local Electric Utility, authorized by the State of Maharashtra to provide electric energy and related services to retail users of electricity in the area in which the Site is located.
- "Environmental Attributes" means, carbon trading 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 Farty 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 it 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;
  - 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

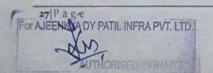
acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers or subcontractors, except to the extent such acts or omissions arise from a Force 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-centaining materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, lead or lead-containing materials, polychlorizeted 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.
- "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





- 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 chargers 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 I roducer 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, 1951, 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 changes applicable, from time to time to users falling within the category applicable for HT consumers.





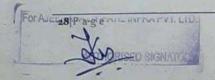
## Schedules

## SCHEDULE A. ENERGY PURCHASE RATES

Vear	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





## 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	34
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

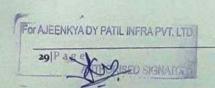
The Offtaker will also need to bear all taxes as may be applicable for the purchase of the Plant from the Power Producer including but not limited to indirect and direct taxes and any and all other taxes that may be applicable upon the Offtaker.

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

## Major Components of a Solar PV Power Plant

- 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/ Lightening 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
75	1424
8	1414
9	1404
10	1394
0. 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%





## 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.

Deemed Generation = Downtime X Expected Units Generation

Whereas:

Downtimes 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>rd</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	kWli/kWp/Month
Daily Production (DP)	DP=MP/30	4,125	kWh/kWp/Day
Hourly Production <sup>1</sup> (HP)	HP=DP/3.5	0.75	kWlı/kWp/llour
Expected Units Generation (EUP)	EUP=HP/60	0,0125	kWh/kWp/Min

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





## SOLAR FILE

## INDEX OF DOCUMENTS

5. No.	Particulars 114 6 2010
L.	Signed Power Sale Agreement dated 14.6.2019  Signed Power Sale Agreement dated 14.6.2019  Signed Power Sale Agreement dated 14.6.2019
2.	Signed Power Sale Agreement dated 14.0.2015  Techno Commercial Offer for 350 KWP Grid Tied Solar Photovoltaic Power Plant
3.	Certificate of Incorporation
4.	Ajeenkya D Y Patil
5.	Ajeenkya D Y Patil  Application for Load extension for consumer number 170149028500 dated  18.01.2019
6.	Certificate for change in Name of Company
7.	DAN
8.	Notice for exceeding Contract Demand 18.10.2016
9.	Flectricity Bills copy of Dec'18, Sep'18,
10.	Natice for disconnection dated 5 Jan 2019
11.	* CII dissing the name (name)
12.	Load extension process related to MSEDCL on behalf of ADTI II E dates
13.	- 1 the same of 22 93 191/- dated 10.03.2013
14.	Operating hours/ shifts of Institutes at Pune Campus dated 1.2.2019
15.	
16.	Application for sanction of additional load from 235kW/516kWA to 300kW/526kWA to 300kW/526kW/526kW/526kW/526kW/526kW/526kW/526kW/526kW/526kW/526kW/526kW/526kW
17.	Application for new connection of electricity supply
18.	
19.	Revised Application for sanction of additional load from 253kW/310
20.	Application for change of email id and mobile number of electricity of a
21.	
22.	Submission of additional documents for Load Extension dates 27 27 2020
23.	MSEDCL bill of March'2019
24.	. (** /2010
25.	Application to reduce the amount of security deposit dated 3 April 2013 With
26.	Copies  Authorisation letter given to Ohms Energy Pvt Ltd to submit documents to MSEDC

Submitted on 10/1/2019

## 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, BikajiCama 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



#### GOVERNMENT OF INDIA

# MINISTRY OF CORPORATE AFFAIRS Office of the Registrar of Companies, Pune Pune PMT Building, 3rd Floor, Deccan Gymkhana, null, Pune, 411004

# Certificate of Incorporation pursuant to change of name [Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

Corporate Identification Number (CIN): : U80300PN2002PTC143483

I hereby certify that the name of the company has been changed from DR DY PATIL EDUCATIONAL ENTERPRISES PRIVATE LIMITED to AJEENKYA D.Y. PATIL INFRA PRIVATE LIMITED with effect from the date of this certificate and that the company is 'limited by shares.

Company was originally incorporated with the name DR D Y PATIL EDUCATIONAL ENTERPRISES PRIVATE LIMITED

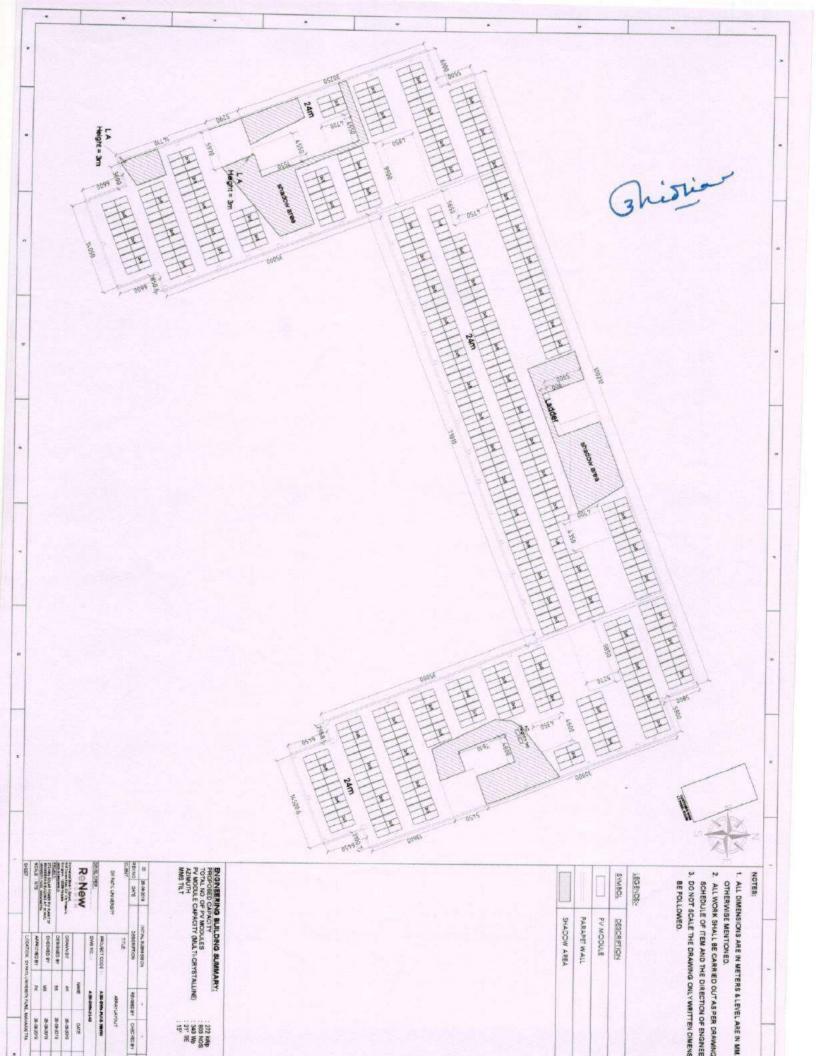
n under my hand at Pune this Twenty Fourth day of August Two Thousand Fifteen.

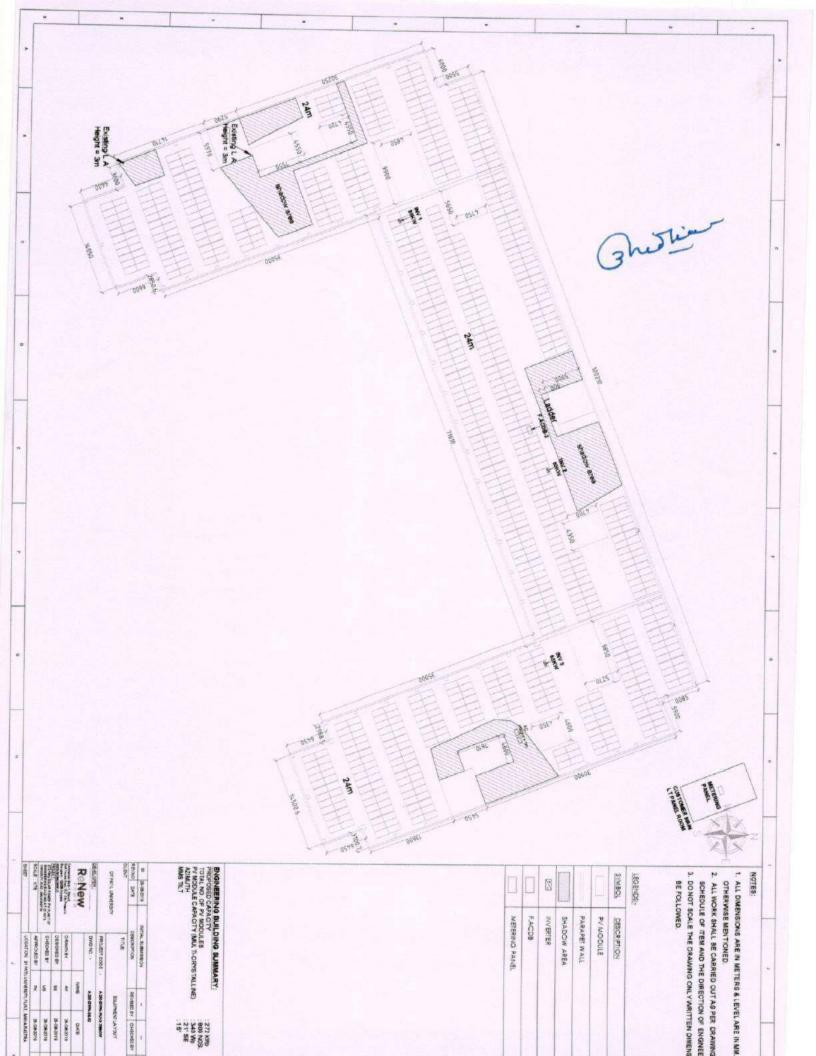
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Registrar of Companies

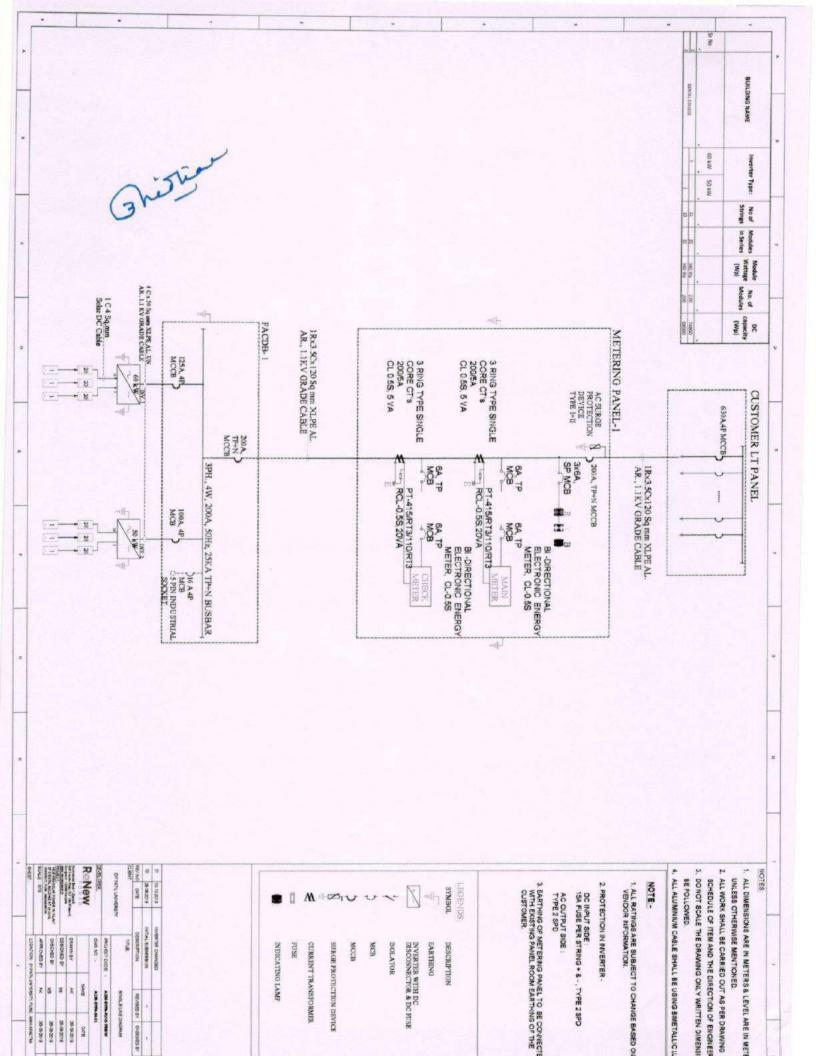
Registrar of Companies Registrar of Companies RoC-Pune

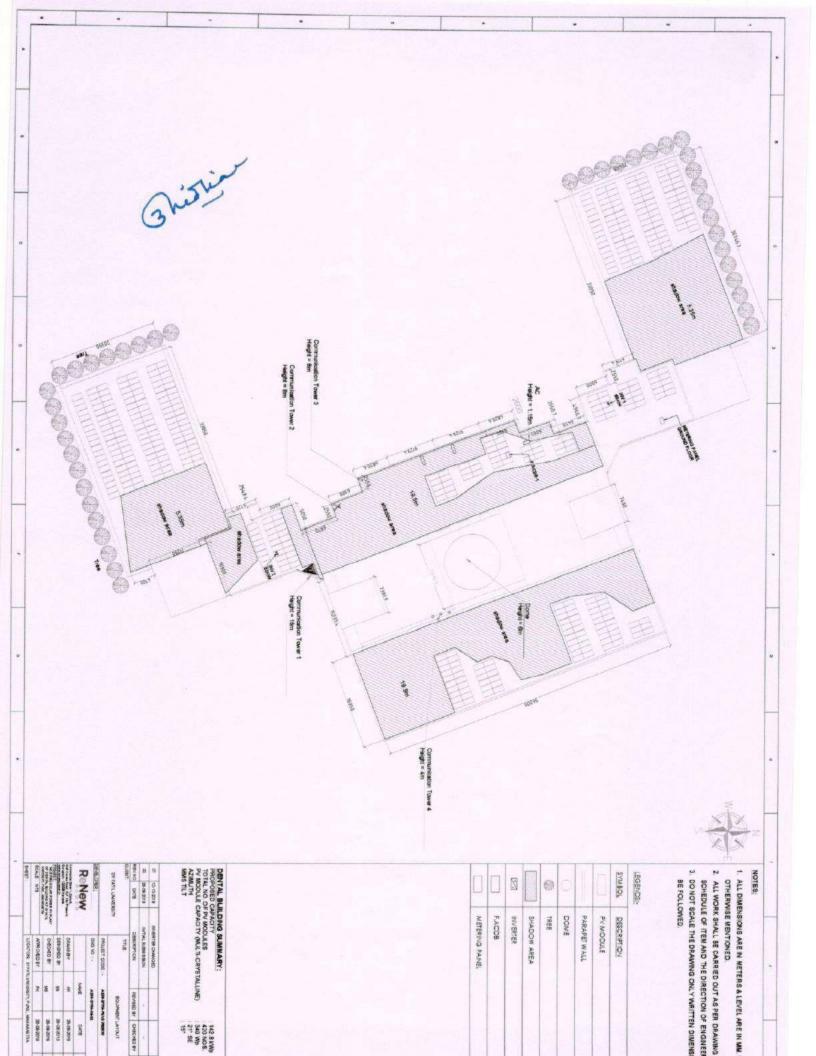
Mailing Address as per record available in Registrar of Companies office:

AJEENKYA D.Y. PATIL INFRA PRIVATE LIMITED Dr. D. Y. Patil Knowledge City, Charholi Bk, Via Lohegaon, PUNE - 412105, Maharashtra, INDIA

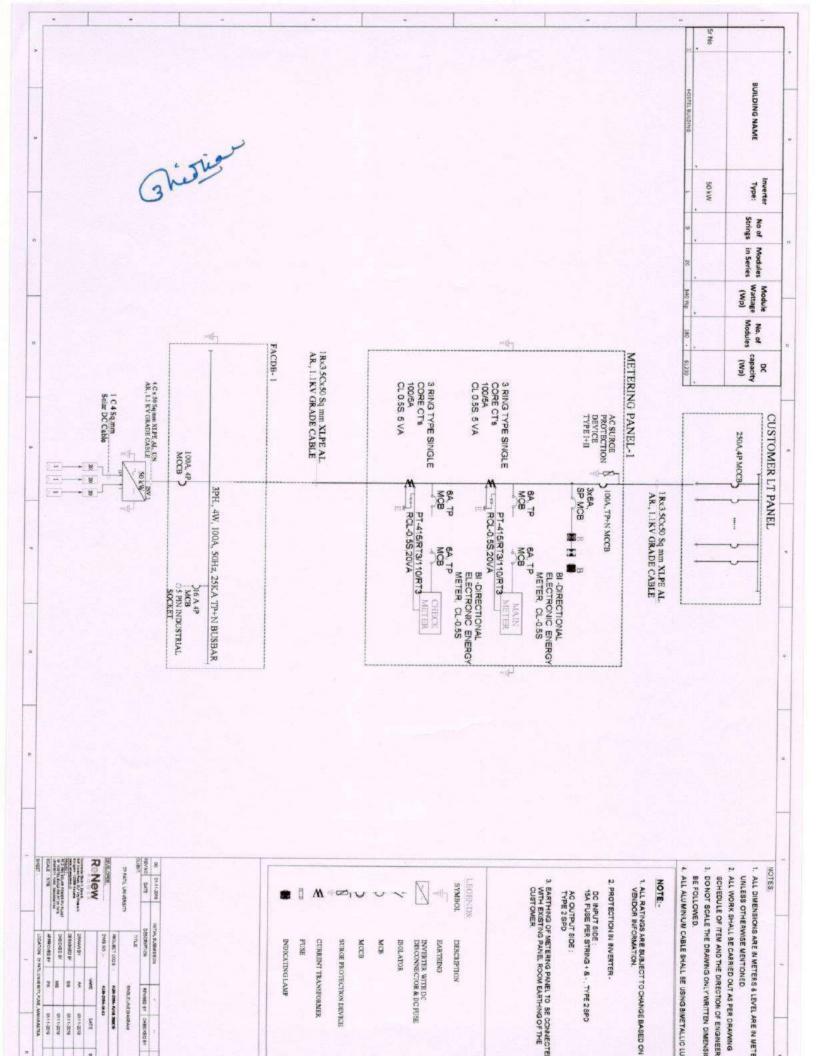


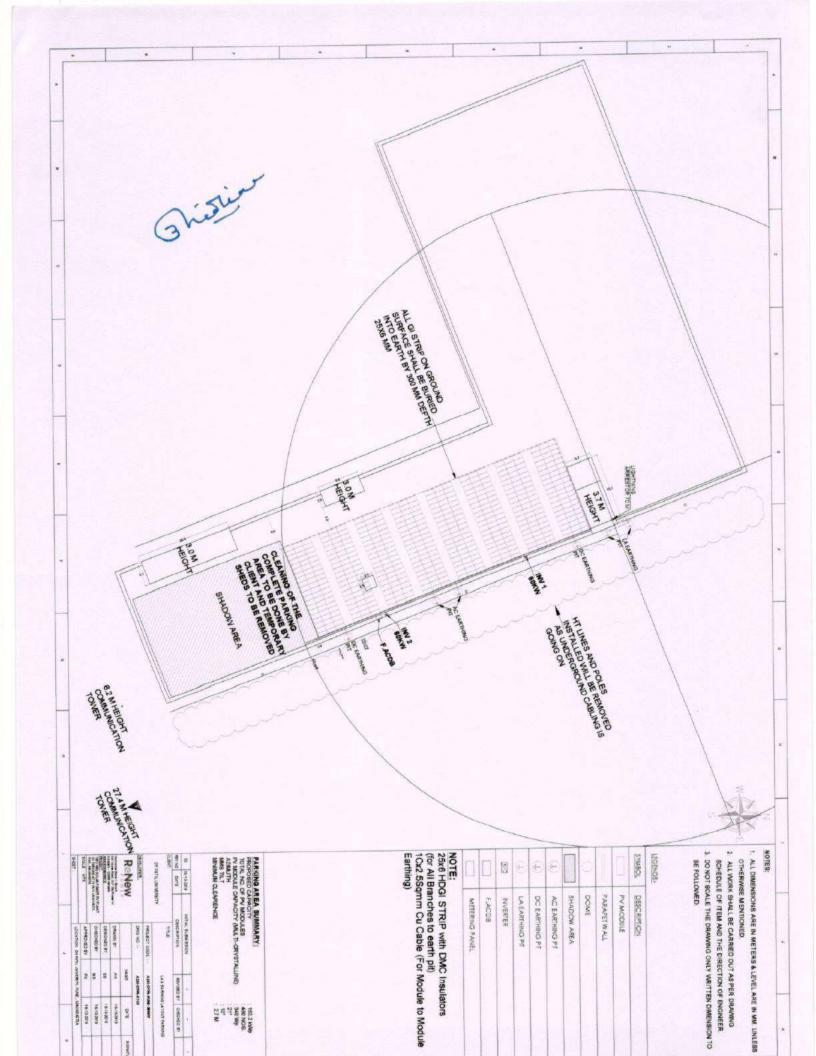


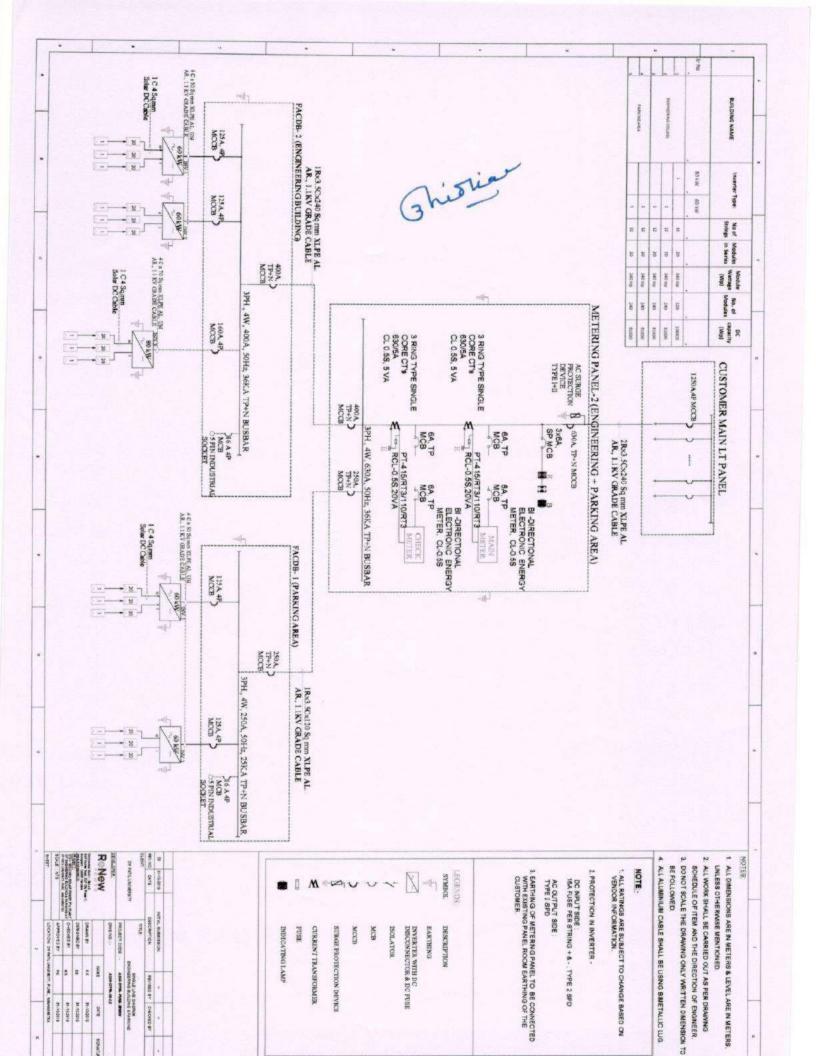


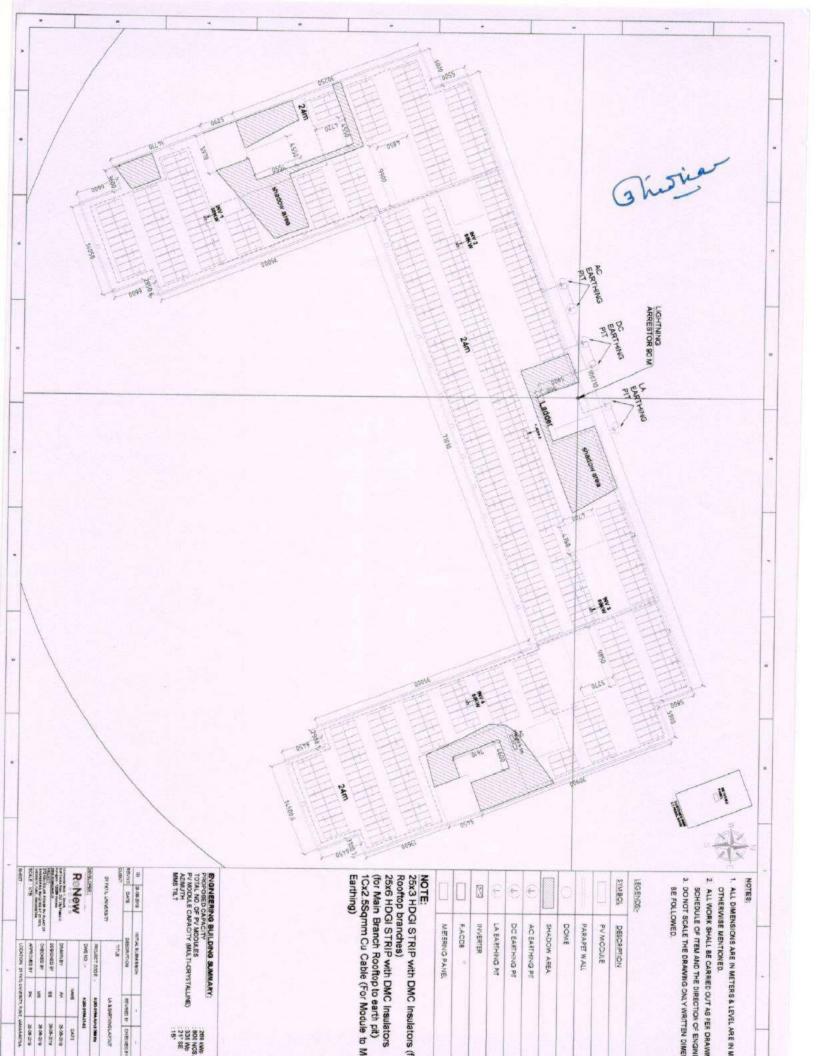


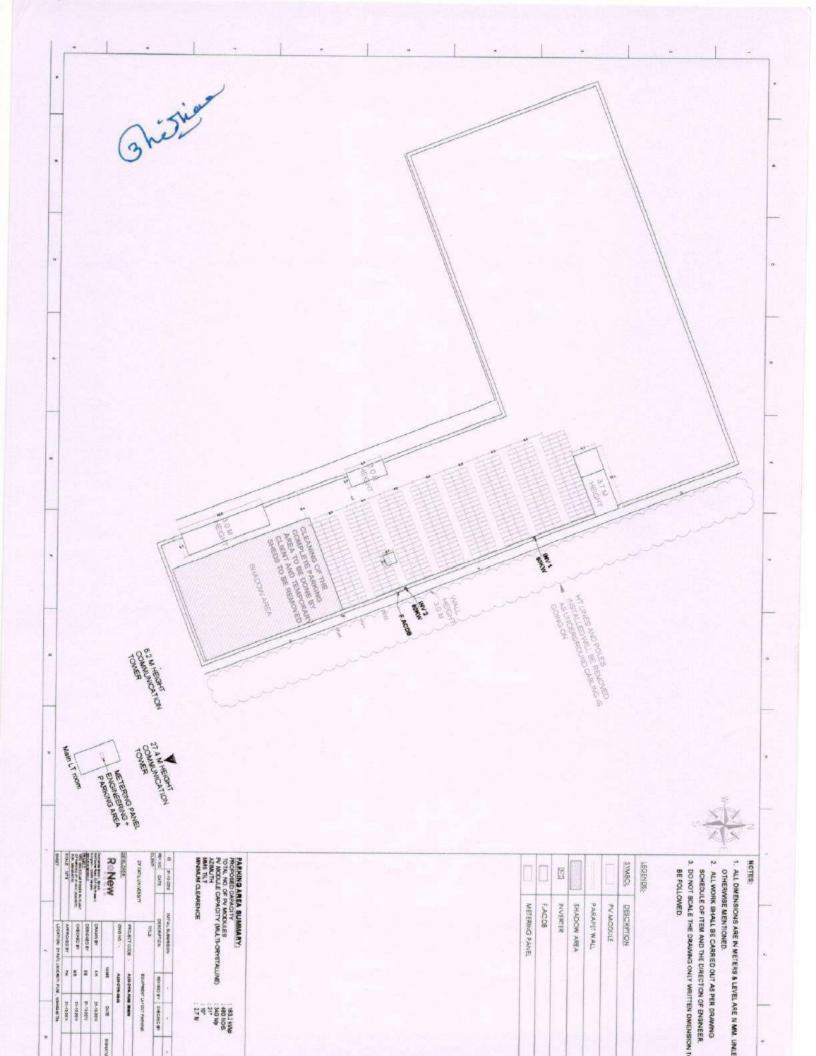


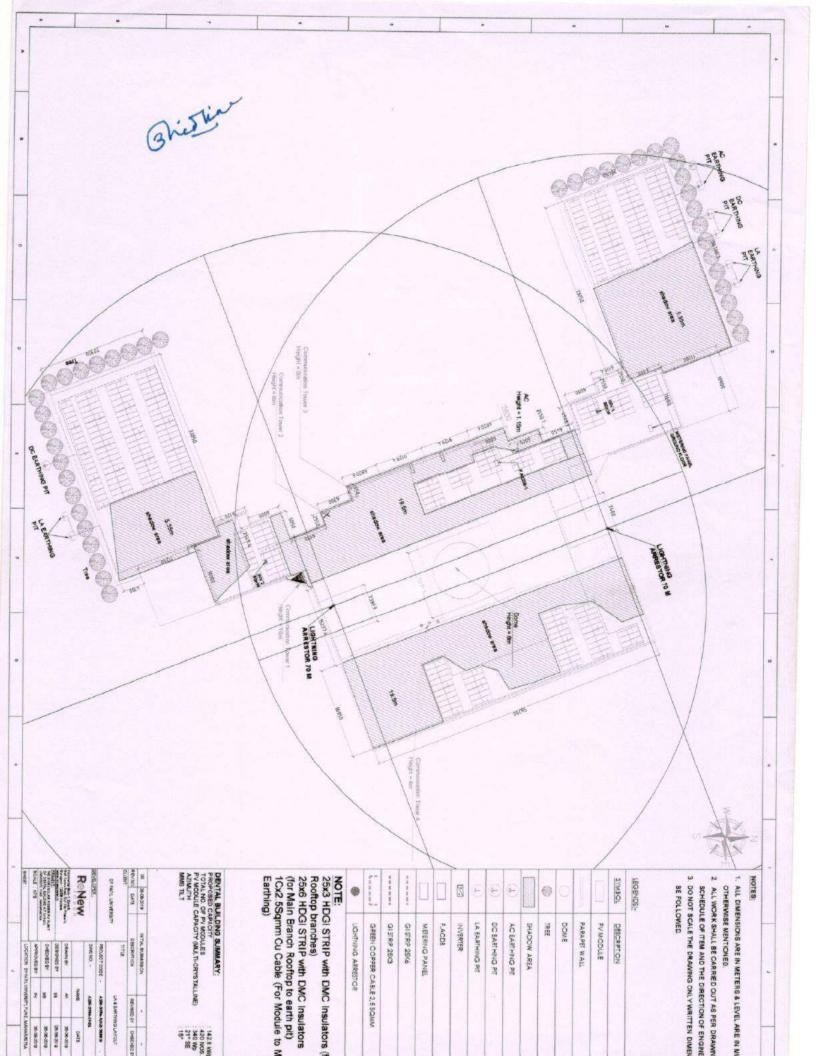


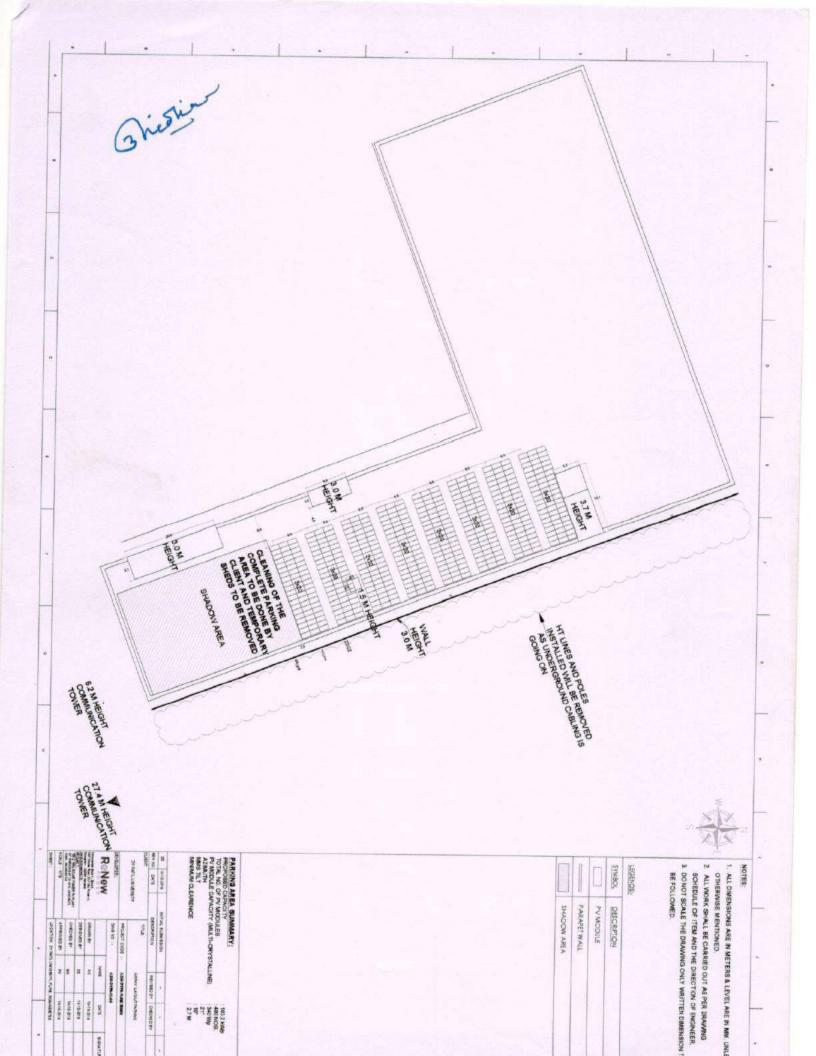




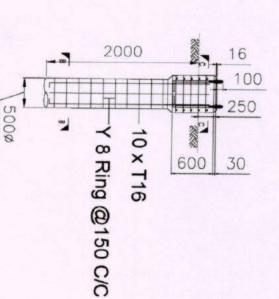




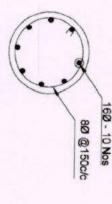




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M20X600mm 500mm Dia Pile

Pile Cap

SECTION: CC PILE CAP SCHEDULE

PILE & PILE CAP REINFORCEMENT DETAIL

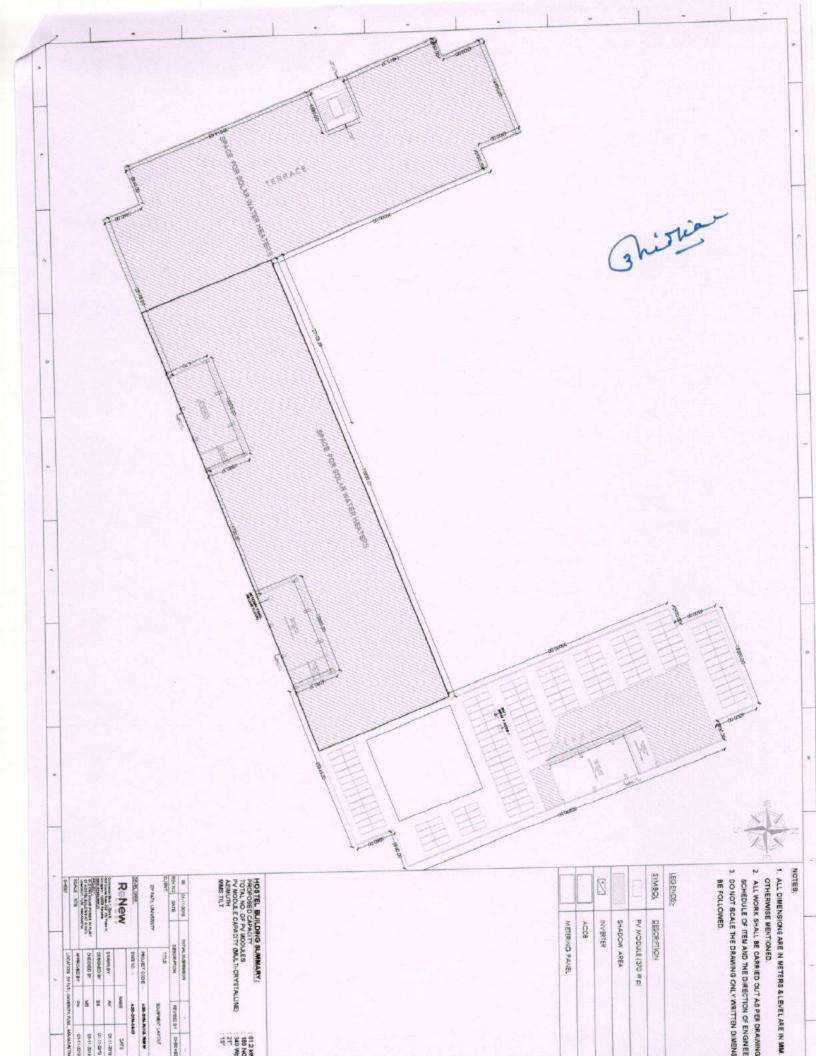
## NOTES

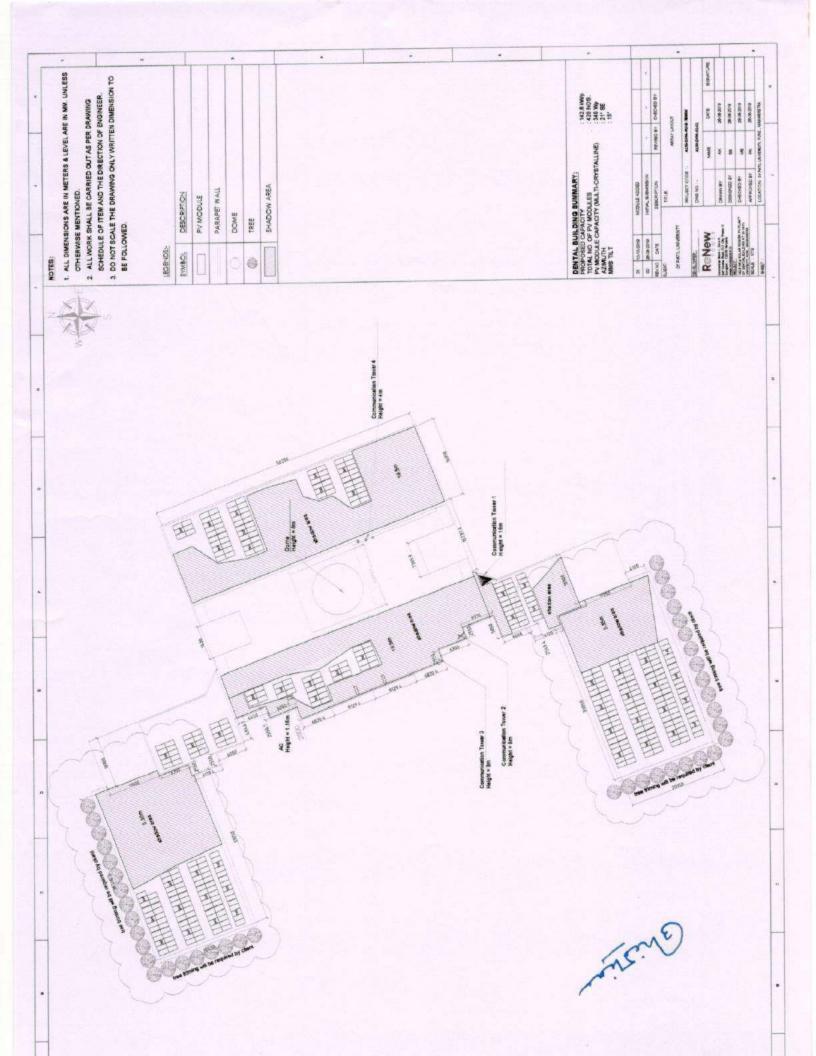
- \* 00 to -
- ALL DIMENSIONS ARE IN MM. UNLESS OTHERWISE SPECIFIED ALL REINFORCEMENT STEEL SHALL BE HYSD(FEB00) GRADE OF CONCRETE IS M25 UNLESS OTHERWISE SPECIFIED CEMENT TO BE USED SHALL BE PORTLAND POZZOLANA CEMENT/OPC.
- PROCTOR DENSITY BACK FILLING SHALL BE WELL COMPACTED TO 90% MODIFIED
- ANCHOR BOLTS SHALL BE SET ACCURATELY AND HELD IN POSITION BY TEMPLATE BEFORE CONCRETING.
  THE ANOHOR BOLTS SHALL BE CLASS 5.6 OR HIGHER .ALL FOUNDATION BOLTS SHALL BE HOT DIP GALVANIZED TO ITS FULL LENGTH WITH MIN. GALVANIZATION COATING OF 43 MICRONS
- ALL DIMENSIONS SHALL BE CHECKED AND VERIFIED AT SITE.
  ANY AMBIGUITY IF FOUND, SHALL BE BROUGHT TO THE NOTIC
  OF DESIGN ENGINEER.

\*\*\* REQUIRED PROTECTION ARRANGEMENT FOR STEEL COLUMN SHALL BE PROVIDED AS PER SITE CONDITION TO AVOID DAMAGES OF STRUCTURE DUE TO MOVEMENT OF VEHICLE

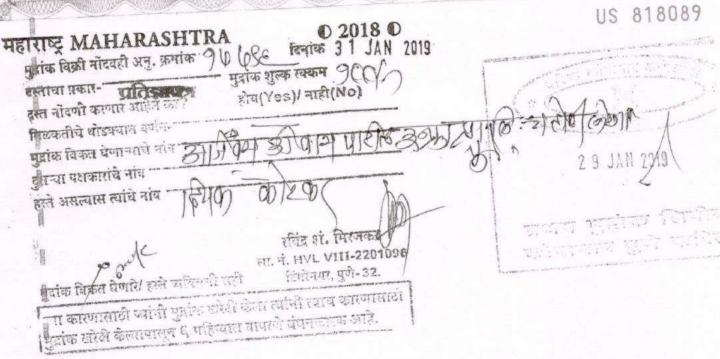
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	8	DY NOT LABOUR PLANE HANGESTER	17	CONTRACTOR SEAL OF CAP CAP AND A CONTRACTOR OF THE PARTY	New Sea			DYPATE UNIVERSITY	DATE	28-08-2019
LOCATION OF PATE UNRESSITY, POWE WARRASTRA	APPROVED BY	OHRONED BY	DESIGNED BY	DRAWNEY		DWG NO	PROJECT COCE	TITLE	NOLLARDSBG	INTAL SUBMISSION
IL ON NESSITY, POWE	Md	SA	8	**	NAME	A 160-D194-08-01	A 150-DYPA-PUNE-789MA	ARRAY LAYOUT	大名 (日本日) 日本	
MAHAGASTRA	26-08-2019	28-08-2019	28-08-2019	28-08-2018	DATE:	10.8	SWE-788WAY	AYBUT	OHECKED BY	t
					BULTHIS					











### UNDERTAKING

We, AJEENKYA DY PATIL INFRA PVT LTD (Previously known as DR D Y PATIL EDUCATIONAL ENTERPRISES PRIVATE LIMITED) at D Y PATIL KNOWLEDGE CITY, CHAROLI BUDRUK, VIA LOHEGAON, PUNE-412105, today on date Land having seen and understood provisions under Hon. Maharashtra Electricity Regularity Commission (Electricity Supply Code and other Conditions of supply ) Regulations, 2005, voluntarily undertake to





US 818090 महाराष्ट्र MAHARASHTRA O 2018 O दिनांक 3 1 JAN 2019 धुद्रांच विकी नोंदरही अनु. क्रमांक १ ७ 🔊 🗸 मुद्रांक शुल्क खकम 🧇 🛇 होस(Yes)/ नाही(No) दस्त नींदणी करणार आहे मिळकेतीचे बोडकरात वर्णन-मुद्रांक दिकत पेणाऱ्याचे ना दुसनी पशकारांचे नांव हाती,असस्यास त्यांचे नांव ह शं. भिरनका सिंगनगर, दुर्ग-32. मुद्रक्षित निकस घेणारें। हस्ते करिताकी असि 🕯 कारणासाठी ज्यांनी मुशांड लहेंदी केला लांनी स्टाच कारणासाठी मुद्रीक खरेकी बेल्वाबासून ६ महिन्दात वावरले दंगनकात्क आहे.

execute the all the relevant works covered under the sanctioned technical estimate related to supply to our project. Viz (Name of Project).

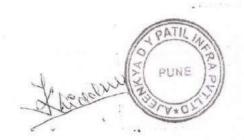
M/s OHMS Energy Pvt Ltd, License no- 30797, Mumbai through licensed electrical contractor and will strictly observe all the provisions under IE rules 1956 and provisions under



Hon. Maharashtra Electricity Regulatory Commission (Electricity Supply Code and Other Conditions of Supply) Regulations 2005.

It is further undertaken that we will pay Supervision Charges @ 1.3% of total cost or any other charges applicable as per above regulation and will not claim any refund or adjustment or compensation on account of execution of work covered under above provisions under Hon. Maharashtra Electricity Regulatory Commission (Electricity Supply Code and other Condition of Supply) Regulations, 2005.

It is further undertaken that work to be executed by us will be completed within 90 days from date of such sanction and withdrawing permission if any given for partial load.





### MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

(A Govt. of Maharashtra undertaking) CIN: U40109MH20055GC153645

Office of the Superintending Engineer **Ganeshkhind Urban Circle** 2<sup>nd</sup> Floor, "Prakash Bhavan"

S.B. Road, Ganeshkhind, Pune-411016

No.SE/GKUC/T/HT/Add/

784

Phone:020 - 25630057 (O) :020 - 25630040 (P)

Email: seganeshkhind@mahadiscom.in Website:www.mahadiscom.in

0 7 FEB 2019

or. D.Y.Patil Educational ENT Pvt Ltd **D.Y.Patil Knowledge City** Charholi Budruk Via Lohegaon **Dist Pune** (Mob No 9860485741)

Sub: - Revised Application for sanction of add load from 235 KW/516 KVA to 800 KW/850KVA in HT power at above mentioned address. (HT No 170149028500)

Ref: -1. Your revised application received on Dtd.02/02/2019

We are in receipt of your application under reference for sanction of add load from Sir, 235 KW/516 KVA to 800 KW/850 KVA in HT power at above mentioned address. (HT No 170149028500) . The application registered in online New connection module with application ID No.

Your application is forwarded to Executive Engineer, MSEDCL, O&M Division, Bhosari for load survey and necessary estimate for work to be carried out. You are requested to contact the Executive Engineer, MSEDCL, Bhosari and EE (Testing), GKUC, Testing Division for site visit/ technical survey and fixing up point of supply. Thanking you.

(K B Patil)

Executive Engineer (Admin) GKUC, Pune.

Copy to:-

1. The Executive Engineer, MSEDCL, O&M Division, Bhosari

..... For technical survey, feasibility, fixing point of supply and estimate as per provisions/time limits of commercial circular No.291 & MERC SOP. Submit neat sketch of point of supply indicating clearly work involved for giving said power supply including any shifting of H.T./L.T. line if any in consultation with EE(Testing)as per MSEDCL's norms. Also verify the other details like arrears/theft case/any other connection/s in same premises and submit certificate to that extent. Copy of the proposal submitted by prospective consumer is attached herewith.

2. The Executive Engineer, MSEDCL, GKUC Testing Division, Chinchwad, Pune

....For fixing point of supply and metering specifications as per provisions/time limits of commercial circular No.291 & MERC SOP. Copy of the proposal submitted by prospective consumer is attached

3. The Add. Executive Engineer, MSEDCL, O&M Sub-Division, Bhosari.

....For necessary action as above. Copy of the proposal submitted by prospective consumer is attached herewith.



Letter No.: ADYPU/2019/008

Date: 18/3/2019

To,

The Superintending Engineer (O&M), MSEDCL Circle, Ganeshkhind, Pune, Maharashtra.

Subject: Application for the change of e-mail id and mobile no. on electricity bill

Dear Sir,

With reference of the above subject matter, we would like to intimate your good self that we have changed the name DR DY PATIL EDUCATIONAL ENTERPRISES PRIVATE LIMITED (Consumer no 170149028500) to AJEENKYA D.Y. PATIL INFRA PRIVATE LIMITED. In-line with the same we want to change the

e-mail id <u>vivek.urdhwarareshe@rediffmail.com</u> to <u>adp@dvpatil.com</u> and mobile no. <u>9860485741</u> to <u>7028395599</u> in our electricity bill, as the person left who handled the old e-mail id. and mobile no.

Consumer Number: 170149028500 Meter Number: 053-03179004

Kindly accord your consideration to our above request and complete the process of change of e-mail id and mobile no. as soon as possible.

This is for your information, records and necessary action please.

With Regards,

**Authorized Signatory** 

Ajeenkya D Y Patil Infra Pvt. Ltd.

CC: 1) The Executive Engineer (O&M), Bhosari Division

2) DY Engineer (O&M) Bhosari Sub Division

**Encl**: Certificate from Office of Registrar of Companies

HONO 22.3.19

आवक लिपिक म् गृति विकंस, गृज्ञ स



Date: 1st Feb 2019

Ref no: ADYPIPL/OG/SolarOHMS/21012019

The Superintending Engineer (O&M), MSEDCL, Ganeshkhind Circle, Pune, Maharashtra- 411016

Subject: Operating hours/ shifts of Institutes

Dear Sir,

Following are the timings institute wise.

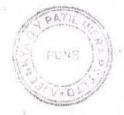
Sr no	Institute	No of Hours
1	Dental School	8 hrs
2	D Y Patil International School	8 hrs
3	School of Engineering	10 hrs
4	School of Engineering and Technology	10 hrs
5	School of Architecture	8 hrs
6	School of Management	10 hrs
7	Ajeenkya DY Patil University	10 hrs
8	Hostel	24 hrs

In view of above, operating hours for the institute are 10 hours and 24 hours for the hostel

With Regards,

**Authorized Signatory** 

Ajeenkya DY Patil Infra Pvt Ltd





### ADYPIPL/OG/MSEDCL/1022019

Date: 1 / 2/2019

The Superintending Engineer, Ganeshkhind Urban Circle, 2<sup>nd</sup> Floor "Prakash Bhavan" S.B.Road, Pune, Maharashtra.

**Subject**: Submission of Additional Documents for Load Extension

### Ref:

- Our Load Extension Application Submitted Dtd 21/01/2019.
- II. Your letter No.: SE/GKUC/T/HT/Add/No-477 Dtd 22/01/2019.

### Dear Sir,

With reference to above subject matter and vide Ref no. SE/GKUC/T/HT/Add/No-477 dated 22 Jan 2019, kindly find attached the additional documents required for Extension of load from 235KW to 800KW in HT Power at our premises- Dr D Y Patil Educational Ent Pvt Ltd., D Y Patil Knowledge City, Charholi Budruk, Via Lohegaon, Dist. Pune (HT No 170149028500)

- 1.3% Consent letter for paying Supervision Charges on Rs 200 bond Paper.
- II. Number of Shifts required /Working Hours.
- Authorization to Electrical Contractor.
- IV. Valid Electrical Contractor License Certificate Copy.
- V. Authorized Signatory Pan Card.

We look forward to your continued coordination & positive response for further processing.

This is for your kind information, records & necessary action

Thanking You,

With Regards,

### **Authorized Signatory**

### Copy:

- 1. The Executive Engineer, MSEDCL, O&M Division, Bhosari.
- 2. The Executive Engineer, MSEDCL, GKUC Testing Division, Chinchwad, Pune.
- 3. The Add. Executive Engineer, MSEDCL, O&M Sub-Division, Bhosari.



### ADYPIPL/OG/MSEDCL/1022019

Date: 1 / 2/2019

The Superintending Engineer, Ganeshkhind Urban Circle, 2<sup>nd</sup> Floor "Prakash Bhavan" S.B.Road, Pune, Maharashtra.

Subject: Submission of Additional Documents for Load Extension

#### Ref:

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- 1.3% Consent letter for paying Supervision Charges on Rs 200 bond Paper.
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We look forward to your continued coordination & positive response for further processing.

This is for your kind information, records & necessary action

Thanking You,

With Regards,

**Authorized Signatory** 

### Copy:

- 1. The Executive Engineer, MSEDCL, O&M Division, Bhosari.
- 2. The Executive Engineer, MSEDCL, GKUC Testing Division, Chinchwad, Pune.
- 3. The Add. Executive Engineer, MSEDCL, O&M Sub-Division, Bhosari.





Web Self Service Home > Energy Bill

MAHAVITARAN

#### Web Self Service

Energy Bill

#### View Printable Version

My Account

Change Password

**Update Profile** 

Consumption Calculator

**Energy Bill Calculator** 

**New Connection Request** 

Track Status, Upload Documents & Pay Charges Maharashtra State Electricity Distribution Co.Ltd.

BILL OF SUPPLY FOR THE MONTH OF Mar 2019 201903151711802

HSN CODE: 27160000 Website: www.mahadiscom.in GSTIN: 27AA ECMZ933K1ZB BHOSARI-II SUB-DIVN: 615 BHOSARI DIVISION: 309

GANESHKHIND CIRCLE :517 02-04-2019 BILL DATE 18,83,960.00 170149028500 16-04-2019 Consumer No. : DUE DATE DR. D.Y. PATIL EDUCATIONAL ENT. PVT.LTD. 08-04-2019 18,68,700.00 Consumer Name : IF PAID UPTO DY PATIL KNOWLEDGE CITY 19,07,510.00 0027128537 /13-03-2019 16-04-2019 Adresss : CHAROLI BUDRUK, VIA LOHEGAON ast Receipt No./Date 27,18,260 ast Month Payment Medium Scale /Private Sector 412105 Scale / Sector Pincode PUNE

Village : Miscellaneous Activity : adp@dypatil.com Load Shed Ind : Email ID : Seasonal: 053-03179004 Meter No.: Mobile No. 7028395599 Express Feeder Connected Load Urban/Rural Flag: U 235.00 KW Flag: 170 HT-IX B ariff (KW): Feeder Voltage LIS Indicator: 50% of Con Contract Demand 516.00 258.00 (KV): Demand(KVA) (KVA) Sanctioned load (KW): GSTIN: Category AAATD9542N 02-07-2005 Date of Connection PAN Elec. Duty : Supply at : Bill Demand (KVA) 393 Prev. Highest (Mth) FEB 00.00 13,33,927.88

00.00 CUSTOMER CARE Toll Free No. BILLING HISTOR 1912, 1800-102-3435, **Bill Amount** Bill Demand (KVA) Consumption (Units) Bill Month 27,18,260.59 118,936 1800-233-3435 Feb 2019 Jan 2019 29,23,517.58 390 130,664 20,36,575.71 67,760 72,344 297 Dec 2018 21,12,503.59 361 Nov 2018 31,72,074.26 489 136,376 Oct 2018 27,10,983.35 516 117,836 Sep 2018 7,74,301.10 65,952 Aug 2018 378 12,00,414.80 110,500 Jul 2018 10,82,526.51 13,23,480.73 13,20,821.34 367 Jun 2018 95,264 120,436 375 May 2018 489 117,656 Apr 2018

11,73,646.87 106,080 For making payment of Energy Bill through RTGS/NEFT mode, use following details

Beneficiary Name: MSEDCL Mar 2018

Beneficiary Account Number: MSEDCL01170149028500

IFS Code: YESBOCMSNOC (fifth character is zero and tenth character is "O")
Name of Bank: Yes Bank

Name of Branch: CMS NATIONAL OPERATING CENTRE MMR Disclaimer: Please use above bank details only for payment against consumer number mentioned in beneficiary account number.

477

		COMMENT	NSUMPTION		KW (MD)	KVA (MD)
Reading Date	KWH	THE RESERVE TO A STREET THE PARTY OF THE PAR		and the second s	444 744	112.063
Current 31-03-2019	2881509.000	3141030.000		200		
Previous 28-02-2019	2847637.000	3107053.000		1000 000		
Difference	33872.000			4.000		4.000
Multiplying Factor	4,000	4.000				
	135488.000	The second second second				2000
Consumption	0.000	0.000	0.000			0.000
LT Metering	0.000			0.000		0.000
Adjustment	The second secon			0.000	0.000	
Assessed Consump	0.000				445,000	448.00
Total Consumption	135488.000	135908.000	7072.000	5250,000		

			RTII	ING DETAIL	S	
Billed Demand (KVA)	448	@ Rs.		350	Demand Charges	1,56,800.00
Assessed P.F.		Avg.		0.996	Wheeling Charge	51,485.4 13,07,459.2
Billed P.F.	0.99			Charges Rs.	Energy Charges TOD Tariff EC	-21,040.0
<b>Consumption Type</b>	Un	its		0.00		86,712.3
Industrial		0	9.65 5.73		Electricity Duty	3,32,097.5
Residential		0	9.65		other charges	0.00
Commercial		135,488		unt De	Tax on Sale @ 19.04 Ps/U	25,796.9
E.D. on(Rs)	Rate		Amo	WASHAR FE	D.F. Penal Charges/P.F. Inc.	-55,349.5
0.00		9.3		0.00	Charges For Excess Demand	0.00
0.00		16		0.00		00.0
1,581,416.96		21		Charges Rs.	Debit Bill Adjustment	00.00
TOD Zone	Rate	Units	Demand	Charges Ns.	TOTAL CURRENT BILL	18,83,961.8 00.0
0000 Hrs-0600 Hrs&	-1.50	39524	217.0	-59,286.00	Current Interest 31-03-2019	-03.8
2200 Hrs-2400 Hrs	11.50	6.5.5.5.	0.000		Principle Arrears	00.0
0600 Hrs-0900 Hrs&	0.00	54860	411.0	00.00	Interest Arrears	18,83,960.0
1200 Hrs-1800 Hrs	0.80	23228	448.0	0 18,582.40	Total Bill (Rounded) Rs.	23,549.5
0900 Hrs - 1200 Hrs	1.10	17876		0 19,663.66	Delayed Payment Charges Rs. Amount Payable16-04-2019 After	
1800 Hrs-2200 Hrs	FIGHTEEN	LAKH EIGHT		DUSAND NINE	Amount Rounded to Nearest Rs.(10/-)	19,07,510.0
Amount in Words	HUNDRED	SIXTY ONLY				

As per MERC order for Case No 321 of 2018 revised Cheque Bounce charges of Rs. 750 plus GST or Bank charges whichever is higher will be applicable from 01 September 2018.

Message: Tariff Revised wef 01-09-2018/Please refer hard copy of

DPC:23,549.52 After this date: 16-04-2019 Pay Rs. 19,07,510.00 Pay Now

User 10-7028395599 PW- Qypkc 7999H MAR 2019

201903151711802

1 of

		BHOSARI DIVISION	300 B	BHOSARI-II SUB-DIVN	615	251
170149028500	GANESHKHIND CIRCLE DY PATIL	BHOSARI DIVISION	02	-04-2019 -04-2019	18,83,96	0.00
DR. D.Y. PATIL EDUC	CATIONAL ENT. PVT.LTD.		30/22/10/2		18,68,70	0.00
D Y PATIL KNOWLEDGE CIT CHAROLI BUDRUK, VIA LOI				-04-2019	19,07,51	

16-04-2019

13-03-2019 0027128537

27,18,260.00

**Private Sector** Medium Scale 412105 PUNE

adp@dypatil.com INDUST Load Shed Ind 053 - 03179004 7028395599

No U 235.00 170 HT-IX B

LIS Indicator: 22 258.00 516

HT-IX B 235 old trf

PUBL. SERVICES OTH 02-07-2005 AAATD9542N PART B

HT Prev. Highest Bill Demand (KVA): 393 FEB

0.00 13,33,927.88 0.00 0.00

FEB-19	1,18,936	393	27,18,261	
JAN-19	1,30,664	390	29,23,518	
DEC-18	67,760	297	20,36,576	IGRC: Office of the Superintending Engineer, MSEDCL Ganeshkhind Circle, Prakash
NOV-18	72,344	361	21,12,504	Bhavan, Pune-411007., Phone - 020-25630057
OCT-18	1,36,376	489	31,72,074	In case of non-redressal of grievance here,
SEP-18	1,17,836	516	27,10,983	consumer may make his representation to below forum
AUG-18	65,952	394	7,74,301	CGRF: 925, Administrative Building,2nd Floor,
JUL-18	1,10,500	378	12,00,415	Kasba Peth,Pune 411011., Phone - 020-
JUN-18	95,264	367	10,82,527	24570520
MAY-18	1,20,436	375	13,23,481	
APR-18	1,17,656	489	13,20,821	
N-7-18	1,06,080	477	11,73,647	

For making Energy Bill payment through RTGS/NEFT mode, use following details

o Benificiary Name: MSEDCL

o Beneficiary Account Number: MSEDCL01170149028500

o IFS Code: YESB0CMSNOC (fifth character is zero and tenth character is "O")

o Name of Bank: Yes Bank

o Name of Branch: CMS NATIONAL OPERATING CENTRE MMR

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



Ref no: ADYPIPL/MSEB\_OG/5042019

Date: 5th April 2019

The Superintending Engineer (O&M), MSEDCL Circle, Ganeshkhind, Pune, Maharashtra.

<u>Subject:</u> Application to reduce the amount of Security Deposit against the Electric Consumer Number-170149028500 for Ajeenkya DY Patil University, Charholi, Pune under Bhosari Division of Ganeshkhind Circle of MSEDCL.

Ref.:

1. Letter No. ADYPU/2019/002 Dt. 18/01/2019

Letter No. SE/GKUC/T/HT/Add/DDF-1.3%/Bhosari/19-20/02/01782 Dt. 04/04/2019

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G. N-	Institute	No. of Working Hours
Sr. No.		8 Hrs.
1	Dental School	8 Hrs.
2	DY Patil International School	10 Hrs.
3	School of Engineering	
4	School of Engineering and Technology	10 Hrs.
5	School of Architecture	8 Hrs.
		10 Hrs.
6	School of Management	10 Hrs.
7	Ajeenkya DY Patil University	24 Hrs.
8	Hostel	24 1115.

आवक लिपिक कि कि कं प्रगणमा पूर्ण



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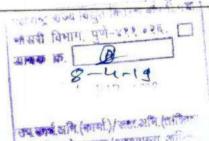
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#### **Authorization Letter**

We, AJEENKYA DY PATIL INFRA PVT LTD. (Previously known as DR D Y PATIL EDUCATIONAL ENTERPRISES PRIVATE LIMITED) having Commercial HT Power Supply at D.Y. PATIL KNOWLEDGE CITY, CHAROLI BUDRUK, VIA LOHEGAON, Pune -412105 (HT No 170149028500), Hereby authorize M/s OHMS ENERGY PVT LTD, Licensed Electrical Contractor having License No: 30797, Mumbai on behalf of our above said firm to sign all M.S.E.D.Co.Ltd Documents including agreement form

We agree to all terms and conditions laid in the M.S.E.D.Co.Ltd Supply Condition and in the agreement.

Thanking you,

Ajeenkya D Y Patil Infra Pvt Ltd

(Previously known as DR D Y PATIL EDUCATIONAL ENTERPRISES PRIVATE LIMITED)



### Solitis Electrical Solutions Pvt. Ltd.

'C' Wing, 2nd Floor, 35, Shreenath Plaza, FC Road., Shivaji Nagar, Pune 411005. Maharashtra, India

Ref No.:- SESPL/18-19/Q-1070/R1

27.10.2018

Dr.D.Y.Patil Knowledge City

Lohgaon, Pune

Kind Attn .:-

Mr. Sushant Patil

Subject:-

Techno Commercial Offer for 350 KWp Grid Tied Solar Photovoltaic

Power Plant through Net Metering (OPEX Based Solar Project)

Ref:-

Site Visit Dated 25.09.2018 & Your Electricity Bills

Dear Sir,

Referring your discussion with regard to your Grid Tied Solar Photovoltaic Power Plant. Based on the data/information and documents shared during discussion, we are pleased to submit our offer for above mentioned details.

Annexure I

Introduction

Annexure II System Proposed & Offer at a Glance

Annexure

Scope of Work

Annexure

Technical Specifications & BOM

Annexure V Price Schedule, Commercial Terms & Conditions

We sincerely trust that you will find the offer in line with your requirement. We will be more than glad to provide any clarification you may require in connection with said offer

We would therefore sincerely request you to kindly give us an opportunity to work with your esteemed organization and suggest us a suitable date, so that we can make a presentation on the proposed system.

Thanking you and assuring you of our best services.

Yours truly,

For Solitis Electrical Solutions Pvt. Ltd.

Rohit Deshpande Encl.: As above



Ref.: - SESPL/18-19/Q-1070/R1

Date: - 27/10/2018

### Annexure 1 Introduction

The Solar PV Plant that you would setup for Captive use would be highly economic and the Power that's generated by the plant shall be utilized in the facility itself thereby saving on the electricity cost from the transmission line.

Our scope of work would include, Turnkey EPC up to final synchronization with the existing power supply, comprising of design and engineering, supply of all materials, installation, testing, commissioning and Operation & Maintenance of PV Solar Power System.

Advantages of Solar PV Project:

### Individual Benefits:-

- 1. Optimal utilization of available roof (as source of revenue/saving)
- 2. Reliable power supply in all climatic conditions Rainy, winter & Summer Season.
- 3. Consumer becomes generator for his own electricity requirements.
- 4. Boost Property Value or Increase probability to quick sell of Property

### Individual Financial Benefits:-

- 5. Zero investment; electricity at reduced power rate and power is free after PPA tenure
- 6. Start saving on electricity bill from fist day without investing
- 7. No recurring cost of fuel and no moving parts, thus a very low or negligible Operation & Maintenance Cost.
- 8. Our 25-year warranties leave you worry-free
- 9. Reduction of power bill by supplying surplus electricity to local electricity supplier as per the declared Solar Tariff \*Conditions Applicable
- 10. Avoid ever-increasing electricity rates and peak hour rates
- 11. Battery elimination makes easy installation and reduced cost of system
- 12. Solar power produced in summers saves on winter costs
- 13. Generation is during the day time when demand is high.

### Environmental Benefits:-

- 14. Solar Energy is clean, renewable, sustainable and environment friendly.
- Reduces Global Warming.
- Saving of fossil fuels like coal and other Petroleum product



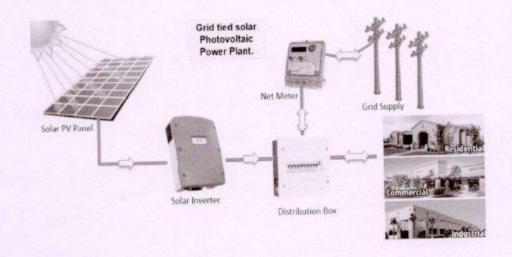
Date: - 27/10/2018

#### **Key Differentiators**

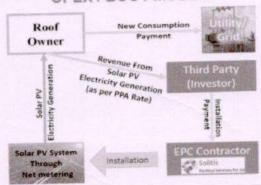
- 1. All the components of reputed make
- 2. Solitis Quality Assurance Quality and Timely deliver in the solar industry.
- 3. Complete Transparency
- 4. Dedicated Workmanship

### Annexure II System Proposed

The proposed system is 350 KW Grid tied solar Photovoltaic Power Plant.



#### OPEX / BOOT MODEL





Date: - 27/10/2018

#### Offer at a Glance

Sr. No	Particulars	Details
1	System Capacity	350 KW
2	Туре	Rooftop Grid Tied System
3	Area Requirement	Total South facing shadow free roof top area required will be around 35,000 sq. ft. Approx.
4	Project Generation	5,07,500 kWhr PA (units) approximately annually from system, with a reduction of 1% in Generation every year.
7	Weight	The weight of the Solar system is @20kg/m2. Approx.
8	Mounting Structure Fixed Structure, mounted on Aluminum / Galvanize structure with orientation of solar modules to the south	
8	Completion period	The project will be commissioned within 10-12 Weeks from the date of Power Purchase Agreement.
9	Operation & Maintenance	The Project will be operated and maintained under the supervision of Solitis.  The cleaning of Modules will be done on regular basis. The cleaning of panels will be done through periodic wiping or washing which is under the scope of the Investor in OPEX Model.
10	Government Approvals & Clearances	We shall be responsible for getting Government Approvals and Clearances required for the project. The official fees towards the several approvals shall be borne by you.



Date: - 27/10/2018

### Annexure III Scope of Work

#### Solitis Electrical Solutions Pvt. Ltd.

- Site Survey.
- Preparation of detailed project report.
- Detailed design and construction drawing.
- Project planning and project management.
- Project procurement.
- Installation of the PV on the roof top.
- Termination, testing and validation.
- Project commissioning.
- Load Extension along with Net metering except Official fees directly payable to MSEDCL.
- Project handover.

#### Client

- Providing of South facing shadow free area.
- Arrangement of Electricity, Water for cleaning of panels with fresh water during the execution and after commissioning of the project.
- Construction / Provide Control Room
- Distribution of power generated from the system from the control Room
- Providing a Three phase connection in the control room.
- Consume entire or partial power generated through solar during the day time.
- All official fees/charges towards obtaining Statutory Clearances/Permits
- Internet Connection up to Inverter Locations
- Suitable space for earthing pits



Date: - 27/10/2018

# Annexure IV Technical Specifications

1	Solar Module					
	Capacity	350 KWp				
	Type of cell	Poly crystalline silicon				
	No of Cells	60-70 >15%				
	Efficiency					
	Performance Warranty	Guaranteed output of 90% for 10 years and 80% for 25 years under STC				
	Approvals & Certificates	IEC 61215 ,IEC 61730				
2	Structure					
	Structure Type	Suitable for Industrial Rooftop				
	Construction Material	Aluminum / MS Hot Dip Galvanized				
3	Inverter/Power Conditioning Unit					
	Inverter Output Power	350 KW (Suitable Size of Multiple Inverters will be provided according to layout. Inverters will be selected to achieve max generation from existing layout)				
	No. of MPPT	As per Inverter				
_	Inverter Efficiency	97%+				
_	Duty	Continuous				
	Waveform	sine wave				
	Ambient	0 to +60 deg. C.				
	Protection	IP under voltage, IP over voltage, OP overload OP short – circuit				
-	Output Regulation	+/- 25%				
	Output Frequency	Three Phase , 50 Hz.				
	Input DC bus voltage variation	+/- 25%				
	Relative Humidity	98%				
	Instrumentation	Output Voltage, current & kWh				
	Power Device	IGBT				
	Control	Pulse Width Modulation				
	Power Factor	0.8				
	Protection Class	As per IEC 62103 for Both DC and AC.				
	Approvals & Certificates	EC 62109-1 and 2				
4	Copper Cables	IS Copper cables of 1.1kv grade PVC insulated				



Ref.: - SESPL/18-19/Q-1070/R1 Date: - 27/10/2018

Tentative Bill of Material

Sr. No	Description	Make
1	PV Module – 325 to 340 Wp Polycrystalline - 350	Jinko Solar/Eq Tier-1
2	Grid - Connected Inverter suitable for 350 KWp SPV system – 3 ph, 415 V, 50 Hz with Online Monitoring System	SMA/Delta/Fronius/ABB
3	Module Mounting Structure – Al / Gl / (Slotted Mounting Rail, Angles, Fasteners and Clamps)	SOLITIS/Equivalent
4	1 kV DC Copper Cable – Double Insulated	Siechem/Equivalent
5	MC-4 Connector 4/6 sqmm – TUV Approved	Standard
6	UV Resistant String Junction Box (Outdoor Type IP67) or DC Fuse link	Standard
7	AC Distribution Box	Solitis
8	1.1 kV Flexible / armoured Copper Cable	Polycab/KEI/Equivalent
9	Earthing System & Lightening protection System	True Power



Date: - 27/10/2018

# Annexure V Price Schedule, Commercial Terms & Conditions

Price Schedule

Sr. No.	ITEM DESCRIPTION	TOTAL AMT. IN (INR)	
Option-	Solar PV Power Generation System OPEX Model As per Above Specifications.	0.00/-	

Note:- Offer is subjected to change with respect to client financial and actual site condition.

	SOLAR PV PRO	JECT FINAN	CIAL
Sr. No.	Particular	Unit	OPEX Model
1	Solar PV Capacity	KW	350
2	PPA Tenure	Years	15
3	Project Cost	Lakh	NA
4	MSEDCL Power Rate (Approx.)	Rs. Per unit	10.16
5	Solar PPA Power Rate	Rs. Per unit	5.50
6	Solar Power Rate Escalation		NA
7	Saving over 25 Years	Lakh	869
8	Saving per month over 25 Years	Lakh	2.89
9	Expenses	Lakh	21.66
10	Expenses per Month	Lakh	0.072
11	Net Saving over 25 Year	Lakh	847.34
12	Net Saving per month over 25 Year	Lakh	2.82



Ref.: - SESPL/18-19/Q-1070/R1 Date: - 27/10/2018

# Commercial Terms & Conditions

	Terms of Payment:	Through Monthly Billing process as PPA tenure against unit generated (OPEX Model)			
2.	Agreement:	Agreement will be signed between Client Side & Investor side.  (OPEX Model)			
3.	Taxes & Duties	Taxes are Included. If during PPA Tenure due to change of government policy if any new taxes are applicable or rates changed the same will be in client account. (OPEX Model)			
4.	Bank Guarantee OR Corporate Gurantee :	Client needs to furnish Bank Gurantee of 6 months generation OR Corporate Gurantee of the group to investors.			
5.	Delivery / Completion Period:	Within 10-12 Weeks from the date of Power Purchase Agreement (OPEX Model)			
6.	Packing:	The price is inclusive of Packing. Packing shall be done as per our standard practice.			
7.	Net Metering:	Cost & charges of net meter included, approvals for the connectivity will be paid by the client directly to MAHADISCOM. Solitis will help the client on the documentation part.			
8.	Load Extension :	Load Extension along with equipment costs are included. Official fees towards the same will be paid by client to the MSEDCL.			
9.	Freight &				
10.	Insurance: Validity of Offer:	This offer is valid for 30 days from the date of offer and thereafter it will be subject to our reconfirmation.			
11	. Limitation to Liability:	Our liability in respect of any defect or failure of the equipment supplied thereto, is limited to making good by replacing or repairing defects which under proper use appear therein (provided the equipment is installed, operated, maintained as per our instruction manual) and arise solely from faulty design, materials or workmanship within warrantee period. At the termination of which period, all liability on our part shall cease.			
12	Marrantee Guarantee: Solar Module	10 Years Limited Warranty on 90% Power Output 25 Years Limited Warranty on 80% Power Output			
1.	Solar Module  3. Warrantee Guarantee: Solar Inverter	/ 05 Years Limited Warranty on Solar Inverter			
1.		24 Months Limited Warranty Parts and Components, which are repaired or replaced during such period, are warranted for the original warranty period only and wil not carry any extended warranty. If the equipment is not repairable			



Date: - 27/10/2018

	at site the same has to be sent at our workshop on freight prepaid basis after obtaining our consent in writing and we shall make good the defect and return back to you on freight to pay basis.
	The warranty shall not apply to defects resulting from: Willful damage or negligence, normal wear and tear, Installation and/or maintenance by Purchaser or a third party without supplier's prior written consent, Misuse or abuse of Equipment. Modifications or alterations made by Purchaser or a third party without Supplier's written consent.
Right And Lien of Property: of Materials	The state of the profit on equipment, muterior

Regards:

Rohit Deshpande For Solitis Electrical Solutions Pvt.Ltd. +91-9049482033, +91-7722087650 , info@solitisgroup.com



Account Name

: AJEENKYA D Y PATIL INFRA PVT LTD., Mr. AJEENKYA PATIL, Mr.

BALKRISHNA G BHANDARKAR

Address

DY PATIL KNOWLEDGE CITY, CHARHOLI BK. VIA LOHEGON

PUNE-412105 Pune DEHU ROAD (PUNE) MAHARASTRA-412105

India

Date

: 4 Dec 2018

Account Number

: 00000063000792825

Account Description

: CA-GEN-PUB OTH-NONRURAL-INR

Branch

: VASHI SECTOR-14

**Drawing Power** 

: 0.00

Interest Rate(% p.a.)

: 16.7

**MOD Balance** 

: 0.00

CIF No.

: 73000400347

**IFS Code** 

: SBIN0015285

MICR Code

: 400002298

Balance as on 1 Nov 2018 : 15,28,386.56

Txn Date	Value Date	from 1 Nov 201 Description	Ref No./Cheque No.	Branch Code	Debit	Credit	Balance
1 Nov 2018		DEBIT- ECSDebitTP- ICICI BANK- Nov18000153 3386122-	1	61076	7,88,563.0		7,39,823.56
3 Nov 2018	360 (2.00.00.0)	CASH CHEQUE- TANAJI KODAG- 924009	/ 924009	15285	8,000.00		7,31,823.56
3 Nov 2018		CASH CHEQUE- TANAJI KODAG- 924038	/ 924038	15285	32,000.00		6,99,823.56
3 Nov 2018		TRANSFER- NEFT UTR NO:	/ 924027 INDUSIND BANK CREDIT CARD NO	15285	1,86,871.7		5,12,951.86

Txn Date	Value Date	Description	Ref No./Cheque No.	Branch Code	Debi	t Credit	t Balance
3 Nov 2018	The second second second second	CHQ TRANSFER- NEFT UTR NO: SBIN3183075 60942- 924011 MAHARASH TRA VAT AC	/ 924011 MAHARASH TRA VAT AC	15285	1,377.95		5,11,573.91
3 Nov 2018		CHQ TRANSFER- RTGS UTR NO: SBINR52018 11030007946 5-924041 SHARPER IMAGE	/ 924041 SHARPER IMAGE	15285	3,54,029.5		1,57,544.41
3 Nov 2018	3 Nov 2018	CHQ TRANSFER- RTGS UTR NO: SBINR52018 11030007952 2-924003 POOJA AJINKYA PATIL	/ 924003 POOJA AJINKYA PATIL	15285	3,44,829.5		-1,87,285.09
3 Nov 2018		CHEQUE DEPOSIT- 462689	TRANSFER TO 35870193738 / 462689	15285		1,65,00,00 0.00	1,63,12,714.9
3 Nov 2018		BY TRANSFER- RTGS UTR NO: SBINR52018 11030007946 5-RTGS REVERSAL. UTR=SBINR5 20181103000 79465 REASON=00	TRANSFER FROM 99827044308 / RTGS REVERSAL. UTR=SBINR5 20181103000 79465	4430		3,54,000.0	1,66,66,714.9 1
3 Nov 2018		RTGS UTR NO: SBINR52018 11030007952 2-RTGS	20181103000 79522	4430		0	1,70,11,514.9

the meur

Txn Date	Value Date	Description	Ref No./Cheque No.	Branch Code	Debit	Credit	Balance
3 Nov 2018	3 Nov 2018	CHQ TRANSFER- NEFT UTR NO: SBIN3183077 19336- 924004 DR AJINKYA D PATIL	/ 924004 DR AJINKYA D PATIL	15285	9,18,029.5		1,60,93,485.4
3 Nov 2018	3 Nov 2018	CHQ TRANSFER- NEFT UTR NO: SBIN3183077 20339- 924002 DR AJINKYA D PATIL	/ 924002 DR AJINKYA D PATIL	15285	2,88,829.5		1,58,04,655.9 1
3 Nov 2018	3 Nov 2018	CHQ TRANSFER- NEFT UTR NO: SBIN3183077 27428- 924005 DR AJINKYA D PATIL	/ 924005 DR AJINKYA D PATIL	15285	2,70,029.5		1,55,34,626.4
3 Nov 2018	3 Nov 2018	CHQ TRANSFER- NEFT UTR NO: SBIN3183077 35865- 924012 KIRAN I KARNAWAT ABHFL ESCROW AC	/ 924012 KIRAN I KARNAWAT ABHFL ESCROW AC	15285	10,93,529. 50		1,44,41,096.9 1
3 Nov 2018	3 Nov 2018	THE REAL PROPERTY AND PERSONS ASSESSED.	/ 924040 AJEENKYA D Y PATIL INFRA PVT LTD		14.81,029. 50		1,29,60,067.4





### AJEENKYA DY PATIL INFRA PVT. LTD.

Letter No.: ADYPU/2019/002

Date: 18/01 /2019

To,
The Superintending Engineer (O&M),
MSEDCL Circle,
Ganeshkhind, Pune, Maharashtra.

Subject: Application for load extension for Consumer Number 170149028500

Ref: 1) Your letter numbers- SE/GANESHKHIND CIRCLE/No. 115 (Dtd. 05 Jan 2019) and SE/GKUC/T/HT-Addl/F. No.2429/16-17/BSR/131/No 1698 (Dtd. 01 Apr 2017)

Dear Sir.

With reference to above subject matter, please be informed that we, Ajeenkya D Y Patil Infra Pvt. Ltd. (Previously known as DR D Y PATIL EDUCATIONAL ENTERPRISES PRIVATE LIMITED) want to increase our existing Sanctioned Load.

In line with the same, refer below the Electricity Bill details:

Consumer Name: Ajeenkya D Y Patil Infra Pvt. Ltd. (Previously known as DR D Y PATIL EDUCATIONAL

ENTERPRISES PRIVATE LIMITED)

Consumer Number: 170149028500

Sanctioned Load: 235 kW Meter No.: 053-03179004

Please refer below the details of enhancement:

- 1. Additional Sanctioned Load required: 565 kW
- 2. Total Sanctioned Load required: 800 kW

In view of the above, we are herewith submitting the Load Extension application for further processing. Request you to kindly provide your acceptance & approval on same and release the quotation & demand notice at earliest possible.

Inward Clerk MSEDCL, GKUC, Pune



## AJEENKYA DY PATIL INFRA PVT. LTD.

We appreciate your co-operation & positive response for smooth operation of further processing.

This is for your information, records & necessary action please.

Thanking You,

With Regards,

**Authorized Signatory** 

Ajeenkya D Y Patil Infra Pvt. Ltd.



#### Encl.:

- 1. Application Form
- 2. Electricity Bill
- 3. Identity Proof
- 4. Photos
- 5. Test Report
- 6. Ownership proof



MAHRASHTRA STATE ELECTRICITY DISTRIBUTION CO.LTD.

Office of the Superintending Engineer, Ganeshkhind Urban Circle, Pune,

"PrakashBhavan", 2nd floor, SenapatiBapatMarg, Pune -411016

Phone: 020-26051310/1311/1434/3157; (O)/Fax: 020-26052214

E-mail: seganeshkhind@mahadiscom.in/Web: www.mahadiscom.in (A Govt. of Maharashtra Undertaking) CIN: U40109MH2005SGC153645

SE/GKUC/HTB-8500/ NO 5 85 5 BY PAD

DATE :-

1 8 OCT 2016

ingineer

To,

M/s Dr. D. Y. Patil Educational Ent. Pvt. Ltd.
D Y Patil Knowledge City,
Chahroli Budruk. Via Lohgoan,
Pune-412105.

Sub: - Notice for Exceeding Contract Demand. HT Con. No.170149028500

Dear Sir,

As per your agreement with MSEDCL, your Contract Demand is 175 KVA. But it is observed from billing record that, you have exceeded the Contract Demand of 175 KVA for 3 (Three) occasions since April 2016.

This is breach of agreement executed by you with MSEDCL. You are therefore requested to not to exceed the sanctioned Contract Demand and if you require any additional demand, you may apply in the prescribed form for enhancement of Contract Demand.

Till such time you are requested to restrict your demand within sanctioned limit, failing which your supply may be disconnected at any time, after expiry of this 15 days notice, which please note.

This is for your information and needful action.

Thanking you.

Received on 15.11.16

Shri. Pravin Pahl,

· Brandy

Copy to:

1. Executive Engineer, MSEDCL, Bhosari Division

...... It is requested to follow up with the consumer as above and disconnect the power supply after 15 days, if the consumer is exceeding the Contract Demand, and report.

Executive Engineer, MSEDCL, Testing Division, GKUC.

..... It is requested to check the metering & transformer capacity installed by the consumer. Accordingly submit the report within 7 days.

Addl. Ex. Engineer, MSEDCL, Bhosari-II Sub Dn.



PUNE

Media No. 170 HT-DCS.

E-mail

Taint :

upak profiustastia Gradiffmar.com

0860485741

# Maharashtra State Electricity Distribution Co. Ltd.

Activity

Seasons

Urbani Runal Plag

BILL OF SUPPLY FOR THE MONTH OF SHIP DIE

4/2105

215.00

GSTIN: 27AAECM2933K1ZB Website : www.mahadiscom.in

HSN CODE 2716

Consumer No.: DR. D.Y. PATIL EDUCATIONAL ENT. PYT.LTD. DY PATIL KNOWLEDGE CITY CHAROLI BUDRUK, VIA LOHEGAON

Million No.

Connected Load (KW)

SIAIGHNIA MAN A		WALL STREET	
BILL DATE DUE DATE	19-10-2018	₹	27,10,980.00
# PAID UPTO	10-10-2018	₹	28,95,670.00
SF PRANCING	19-10-2018	₹	27,44,370.00
Lest Recept No. 0	5005	2411020 /	12-00-2018
Last Month Payme		France - France	
Scale / Sector	Medium	Scale Py	Sector

Lead Shed ind

Express Feeder Flag

Contract Deniard (KVA1) Sanctioned Load (KVA1) 235	50% of Cen. Demand (KVA.) old bif HT-IX-B	Feeder Voltage (KV)
Date of Connection:	Category: 06 PART 8	GSTN ANATONNAMA
Supply at : APR	Elec. Duty : 489	PAN
Prev. Highest (Mth): 13-33-927-6	Bitt Demand (KVA) : 0	00

063 -- 0317900

Date of Connection	******	Category: Q6 PART B		AAATD9542N	
Supply at : APR		Elec. Duty : 489		PAN	
Prev. Highest (Mth):	13-33-927-86	Bill Demand (KVA) :	0.00		
Security Deposit Hold Fis.	0.00	Add. S.D. Demontal Rs.	0.00		
Bank Quarantee Ric	0.00	S. D. Arreans, Po. 1			
NAME OF TAXABLE PARTY OF TAXABLE PARTY OF TAXABLE PARTY.	NAME OF THE PARTY	THE STATE OF THE S			200

#### 用证Magth BUT APPOPLAGE Units as 2 nd (KVA) 378 1.16.500 144-58 JUN-18 95.264 367 375 MAY-IE 1,20,436 480 APR-IR 1,17,654 1,080,080 477 MARK-1B 421 1.15.012 FEB-18 1.27,492 340 JAN-18 11,78,889 24570520 1,14,854 330 DEC-17 1.28 036 398 13,06,831 MINUST 12 88 156 OCT-17 1.15 100 AZA 4/53 15.21.577 REP. 17 1.29,448

#### CUSTOMER CARE Toll Free No.

2.1800,233,3435, 1800-280-3435

to 82 527 JGRC: Office of the Superintending Engineer, MSEDCL Ganeshihlind Circle, Bhavan, Fune-411007, Phone - 020-25630057 13.20.631 In case of non-redressal of grievance here, 11,73,647 consumer may make his representation to below forum

CORF: 925. Administrative Building.2nd Floor. 13,60,071 Kasba Peth,Pune 411011, Phone - 020Maintain Harmonic distortion within limit as prescribed by IEEE STANDARD 519-1992 to avoid penalty

NOVET

**Avail Power** factor incentive up to 7% maintaining power factor above 95% to 100%

Avail load factor incentive up to 15% by maintaining constant load profile.

Avail 1% prompt payment discount by paying bills within prompt payment date.



Management Store Electricity Directivation Co. Ltd. S.A.O.E. and Suppost to Conditions in

a Bendiciary Name: MSEDOL

p Beneficiary Account Num MUEDICERS70140035500

A IFS Code: YESBSCMENDO (fifth character is 1/10) and lenth character is "O")

a Name of Bank: Yes Bank

O Name of Branch CMS NATIONAL OPERATING CENTRE MAR

er number nembred in beneficiary account number tref. Planue soe above bank details only for payment against con

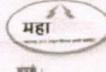
आता नदीन Ease of doing business ओद्योगिक वीज जोडणी आधिक सल्धनंत

वर्धीय थीज ओडणीसाठी गरण केवल दोलच दरलऐवनाची

ं पालकी एक्क / वर्शायाटीका पुरावा

 जिल्हा आहेत् के हाथे प्रमाणकः रार्थे प्रशिक्षक अनेनम्बाहुन (अर्थे भरते, विभाव नोहफा भरता)





महाविकामाच्या www.mahadiscom.in या शंकालश्यामाचरील ग्राहक सेव स्वयंग्रेसा क्षित्रा महावितरण मोबाईल अध्यक्ष बायर कराया

#### Important Message

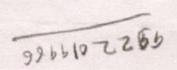
- Consumers can pay online using Nat banking. Credit Datit cards at https://wss.mahadiecom.m/essalwss after registratio
- Submit / update your E-mail to and mobile number to Circle Office for receiving prompt alerts through SMS.
- Submit / update your PAN & GSTIN to prote office with copies of PAN & GSTIN for verification
- Special desk is operational for HT Consumers, please contact. Noonsument/mahadishom in for any clarification / query chgrievance

Medical Constitution		CURRENT	ONSUMPTION	DETAILS	PRODUCTION OF THE PARTY OF THE	
Reading Date Current 30-09-2018	2718117.000	KVAH 2964425.000	RKVAH (LAG) 99: 223.000	RKVAH 8 EADI 60.000	KW (MID) 121 885	KVA (MO) 129.06
Previous 31-08-2016	<b>26</b> 86658.000	2932834.000	96:018.000	60.000		
Difference	29-150-000	31591 000	11205.000	0.000		
Mateplying Factor	4.0000	4.0000	4.0000	4.0000	4.000	4.0000
Consumption	117610.000	126364.000	41620.000	0.000	487.480	516.25
Add If L. T. Metering	0.000	0.000	0.000	0.000	0.000	0.000
Adjustment	0.000	0.000	0.000	0.000		
Assessed Consumption	0.000	0.000	0.000	0.000		0.000
Yorai Gonestopton	117836 000	126364.000	41820,000	0.000	467.000	516.000

Billed Demand (KVA		110	il Re			Demand Charges	Array and (m. 1) (1,80,800)
Assessed P.F.		55	Aug. P.F.		.935	Wheeling Charges @ 0.58 Rs/U	44,777
Billed P.F.		00	LF		37	Energy Charges	11,37,117
Consumption Type	U	sits ,	Rate 9 0	Ch	arpee Re.	TOO TWIN EQ	-17.006
industrial		0			7.00	FAC 6 51 PaU	60,096
Residential			5.73		3.00	Electricity Duty	3.00,708
Continencial	1	17,030	9.60		1137117-40	Other Charges	9
E.D. on (Pist.)	Rat	9.5		Amount	Rs.	Tax on Sale 3 Put/	10.682
						P.F. Persi Charges : P.F. Incentive	0
14 31 944 64	1 - 88	16			30075=31	Charges For Excess Demand	22.050
140813844084		4.1			303750.31		0
TOD Terrific	Rate (Re/Unit)	Uni		emand	Charges Rs.		
000 Hrs-0606 Hrs	- 1.50	1	2 5.15	229.00	- 45.972.00	Debit Bill Adjustment	9,67,677
2200 Hrs-2400 Hrs 500 Hrs-8960 Hrs	9.00	48	1.964	518.00	0.00	TOTAL CURRENT BILL	27.10.983
1200 Hrs-1500 Hrs.			-	-		Current interest	0
800 Hrs-1300 Hrs	0.80	- 11	2,184	505.00	1011.20	Principal Arrears	
	1:10	- 15	9.940	257.00	20:44-00	Interpot Arrears	27 10 010
100 Hrs-2200 Hrs	TWEE	TY.SILV	THE ARM T	EN THOU	SAND NUTE	Total BIS Amount (Rounded) Rs.	27,10,980
mount in Words			THEY ONLY		arena mile	Descript Payment Charges Re-2018	33.867
	1					Amount Pounded Payable After	27448

Toli Free Numbers of 24 X 7 Call Center of MSEDCL are changed. Consumers can dial any of the lost free numbers i.e. 1912, 1800-102-3435, 1800-233-3435 to reach MSEDCL Call Center.

Tariff revised w.e.f 01-09-2019



#### CONDITIONS

- The total foll amount of the foll may be received by a Crismod Common Control began to favor of " Webscapters State Electricity Contribution Co. List." Wherever Become
- Deposit is demanded separate Charge / Bank Draft should be sent.

  The partiest skill be payable within fifture days from the date of races of the bill. If one if bless as any discrepancy in the bill or any other confliction needed, consumers are This self is a season to be a self-or the self-or and the self

# Maharashtra State Electricity Distribution Co. Ltd.

BILL OF SUPPLY FOR THE MONTH OF THE PROPERTY.

21,12,500.00

GSTIN-27AAECM2933K1ZB GANESHKHIND CIRCLE

Website www.mahadiscomin BHOSARI DIVISION 309 B

Lanz Mortily Playment.

HSN CODE: 27160000

Consumer No.: 170149028500

DY PATIL

Communic Name OR. D.Y. PATIL EDUCATIONAL ENT. PVT.LTD.

AGITEM DY PATIL KNOWLEDGE CITY CHAROLI BUORUN, VIA LONGGAON

MIL DATE	01-01-2019 18-01-2019	₹	20,36,580.00
IF PAID UPTO	07-01-2010	₹	20,28,510.00
T PAIC AFTER	15-01-2019	₹	20,62,040.00
Last Receipt No.4	Celle 0013	909334 /	15-12-2018

BHOSARI-II SLIB-DIVN 615

Village PUNE Pin Code 412105 Medium Scale Scale / Bestor Private Sector E-mail: Wvek.urdhwarashei@rediffmail.com Meter No.: 053 - 03179004 0860465741 Load Shed Ind Mobile No. : INDUST 170 HYAXB Connected Load (Kin): 235.00 Taritt: Urban/Rural Flag Express Feeder Flag 516 Contract Demand, 90(A.) 50% of Cor. Demand (KVA) 22 Feeder Yultage (KV) 1.1% indicator :

235 old by HT-DX B resctionned Load (6000): Date of Connection: 02-07-2005 Catagory PUBL SERVICES OTH GETSQ: Supply at: HT Bec. Duty: 06 PART B PAN AAATD9542N

Prev. Highest (Min) Bill Demand (KVA) 13,33,927.88 Security Deposit Held Re. 0.00 Addl. S.D. Demonded Re. S. T. Arrany Str. 0.00 Rank Copporter No. 1

	### TOTAL TO	THE PARTY OF THE P	MORE CONTRACTOR
	Sand help to Declarate		
Bill Month	Unita	(Bill Demand (KVA)	ESS Amount
NOV-18	72,344	361	21,12,504
OCT-18	1,36,376	489	31,72,674
SEP-18	1,17,836	516	27,10,983 N
AUG-18	65,952	394	7,74,301
JUL-18	1,10,500	378	12,00,415 k
JUN-18	95,264	367	10.82.527 6
MAY-18	1,25,436	375	13.23,481
APR-18	1,17,656	489	13.20,821 K
MAR-18	1,56,560	477	11,73,647 2
FEB-18	1,15,012	421	12,57,339
JAN-18	1,27,402	349	13,60,071
DEC-17	1,14,664	350	11,78,689
	BUI Month NOV-18 OCT-18 SEP-18 AUG-18 JUL-18 JUN-18 MAY-18 APR-18 MAR-18 FEB-16 JAN-18	Bill Month Units NOV-18 72.344 OCT-18 1.36.376 SEP-18 1.17.836 AUG-18 65.912 JUL-18 1.10.500 JUN-18 95.264 MAY-18 1.20.436 APR-18 1.77.656 MAR-18 1.56.080 FEB-16 1.15.012 JAN-18 1.27.402	Bit Month Units 9/8 Demand (KVA) NOV-18 72.344 361 OCT-18 1.36.376 489 SEP-18 1.17.836 516 AUG-18 65.952 394 JUL-18 1.10.500 378 JUL-18 95.264 367 IUN-18 95.264 367 AAY-18 1.26.436 373 APR-18 1.17.656 489 MAR-18 1.56.080 477 FEB-16 1.15.012 421 JAN-18 1.27.402 349

#### CUSTOMER CARE Yoll Free No. 1912, 1800-233-3435. XXXXXXXXXXXXXXX

GRC: Office of the Superintending Engineer, MSEDCL Geneatished Circle Praisa Shavan Pune-411067 Phone - 020-25630057 n case of non-redressel of grievance here. onsumer may make his representation to elow forum 33RF: 925, Administrative Building, 2nd Floor, Gasha Peth Pune 411011., Phone - 020-

Malatain Harmonia distortion within limit as proscribed by IEEE STANDARD 519-1992 to avoid perialty

**Avail Power** factor incentive up to 7% maintaining power factor above 95% to 100%

Avail load factor up to 15% by maintaining constant load prestile

Avail 1% prompt payment discount by paying bills within prompt payment date.

sent through RTGS/NEFT mode, use following detail

- Benificary harne MSEDCL
   Beneficiary Account Represent MSEDCL01170149829300
   BTS Code: YESBICMSNOC (18th character is zero and tends character in "V")
- o Name of Bank: Yes Bons o Name of Blanch: CASS NATIONAL OPERATURE CONTROL LIAMS



Chief Engineer (Comme ellers State Electricity Distribution Co. Co. E.E.C.S. and Subject to Conditions size and

आता नवीन Esse of doing business अद्योगिक बीज जोडणी अधिक गलभतन

नदीन दीज ओइजीसाठी गरम केवळ दोगच दस्तऐरामधी

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मालकी रक्क / वाटिवाटीचा प्राचा किल्टा उद्योग के दानों प्रथानगर व





wifermen www.mahadiscom.in या ग्रेकेतस्यक्षावरील ग्राप्तक वेक स्थावेतेवा किया महावितरण भोषाईल अध्या बाधर बारावा है

#### Important Message

- Consumers can pay online using Net banking. Coudt/Debit cards at https://wss.mahadiacom.in/wss/wss.after registration.
- Bubmit / update your E-mail id and mobile number to Circle Office for receiving prompt sierts through SMS.
- Submit / update your PAN & GSTIN to circle office with copies of PAN & GSTIN for verification.
- Special desk is operational for HT Consumers, please contact. Inconsumer@mahadiscom.in. for any clarification / query or grievence.

		CHRIENT	CONSUMPTION	DETAILS		
Financing Date	2785237.000	3039166 000	1022957.000	100625.000	70.810	74.235
Previous 30-11-2018	2768297.000	3020729 000	1015923.000	100825.000		
Olifferance .	16940.000	18437.000	7034.000	0.000		
Multiplying Factor	4.0000	4.8000	4.0000	4.0000	4.000	4.0000
Consumption	67760.000	73748.000	28138.000	0.000	283.240	296.932
Add if L. T. Metering	0.000	0.000	0.000	0.000	0.000	. 0.000
Adjustment	0.000	0.000	0.000	0.000		
Assessed Consumption	0.000	0.000	0.000	0.000		0.000
Total Consumption	67760,000	73746.000	28136.000	0.000	283.000	297.000

\$ 84000 Pretrainer Stocker		SHIP OF THE PARTY NAMED IN COLUMN	-	Name and Address of the Owner, where		THE RESIDENCE OF THE PARTY OF T	
THE RESERVE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TO THE PERSON NA	THE RESERVE			<b>不是</b>	HILLING DET		
Stilled Demand (KVA)	2	17	& Ra		350	Demand Charges	1,03,950.00
Assessed P.F.			Avg. F		.924	Writening Charges @ 0.38 Rs/U	25,748.80
Billert P.F.	.9	24	LF.		19	Energy Charges	6,53,884.00
Torsor ton type			- Party	d	a year fig.	TOO Tunff EC	-15,814.80
Industrial		0		9.65	0.00	FAC 0 58 Pa/U	39,300.80
Residential		0		5.73	0.00	Electricity Duty	1,69,484.45
	-	7.760	-	9.65	653884.00	Other Charges	0.00
Commercial	-	NA THE REAL PROPERTY.	10000	Arrested	Charles and Charles	Tax on Sate 0 9.04 Pa/U	6,125.50
\$2.50 Pk		9.1	1000	The same of the sa			9.00
		16	-			P.F. Penal Charges / P.F.Incention	0.00
8,07,068.80		21	100		189484 45	Charges For Expans Demand	8.00
0,07,000		41	-		109494,42		9.00
700 Tarres	Rate	Qu.		Decrees	Charges Fo		
0000 Hrs-8600 Hrs.	- 1.50	2	3,144	232.00	34,716.00	Depit 665 Adjustment	10.53,596.96
& 2200 Hrs-2400 Hrs				-		TOTAL CLEMENT BILL Current Interest \$1/12/2018	20.36.575.71
0500 Hrs-0900 Hrs & 1200 Hrs-1500 Hrs	0.00	54	1,780	286.00	0.00	Queriest Interest 31/12/2018	0.00
	0.80	-	2,728	297.00	7.782.40	Principial Ameurs	2.30
0900 Hrs-1200 Hrs.	Market Company		1530014		A CONTRACTOR OF THE PARTY OF TH	Interest Arregra	0.00
1800 Hrs-2200 Hrs	1.10	1	5,108	237.00	11,118.80	Total Bill Amount (Rounded) Rs.	20,36,580.00
	TWEN	TY LAK	H THIR	TY-SIX THOUS	SAND FIVE		25,457.20
Amount to Words	SHOND	RED EN	GHTY C	ONLY		Delayed Payment Charges Rs. 15-01-2019	2042040
						Attest (Pages) Facility and 1901-2019	

Toll Free Numbers of 24 X 7 Call Center of MSEDCs, are changed. Consumers can die any of the loft free numbers i.e. 1912, 1800-102, 3435, 1800-

233-3435 to reach MSEDCL Call Center
CORF Address R25 Kasbs Peth Admin. Building 2nd Floor Pune-411011; For HT Billing Problem pl. write to highus@mahadiscom.in;
IORC Executive Engineer block no. 202 Prakash Bhavan 2nd Soor SenapatiBapat Rid Pune-411016; Dr Adj. Rs. 1053896.98 of type Past

MSEDCL wishes you Hippy New Year !

Tariff Revised w.e.f 01-09-2016

#### CONDITIONS

- The total bill amount of the bill year to remitted by a Crossed Demand Staffs Consent of the total bell amount of the bill respect to the Employer of the Empl Deposit is demonsted sequence Cheese I flave Dryll elegate agent.

  The surrant bill is payable without before days from the status I cause of the Sulf. Scott if these is they discontained in the bill or any other clarification research, commissions are
- required to pay the billied ancount or but provious offer profest edition to review and adversarial authorization of delayed payment clientage in annotation.

  The set is insued adequat to the provious of the "Candidors and Manadisensons stranges for outputy of Continue Energy" of the company

  France quote the Consumer Number on the Gaste of the County of the payment of the day date.

  If the physical payment to payment the payment time case will be possible as payment date.

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED



10- 115

(A Govt. of Maharashtra Undertaking) CIN: U40109MH20058GC153645

- 5 JAN 2019

Fef. No. : SE/GANESHEHIND CIRCLE/No.

634 --

Date : 01-Dec-2018

D.

NOTICE FOR DISCONNECTION

CR. D.Y. PATIL EDUCATIONAL ENT. PVT.LTD.

CD Y PATIL KNOWLEDGE CITY CHAROLI BUDRUK , VIA
LOHEGAON PUNE PIN : 412105

Subject: Exceeding of Contract Demand and breach of agreement thereof.

Ref: "Notice to Comply" given vide letter No. 6318 4. 22/11/2018

With reference to above subject this is to point out that you are having HT connection bearing Consumer No. 170149028500 at D Y PATIL KNOWLEDGE CITY CHAROLY BUDRUK , VIA LOHEGAON PUNE .

On examining of billing data for the calendar year 2018 it has come to notice that you have exceeded your sanction contract demand on more than 3 occasions.

Since this is breach of agreement and also as specified in MERC tariff order, "Notice to Comply" was given to you. It was requested to make application to MSERCE for enhancement of contract demand and make the payment of necessary charges to regularize the same.

In spite of "Notice to Comply", you have failed to make application and regularize contract demand.

As this act amounts to breach of agreement and unauthorised use of electricity, notice is hereby served upon you for disconnection of your supply in case the contract demand is not regularised and agreement is not executed within 15 days of this notice.

It is also to inform that for billing purpose MSEDCL has restated your contract demand for Nov-18 equal to your highest recorded demand in 2018 calendar year.

Superintending Engineer

OAM Circle GANESHKHIND CIRCLE

Copy swr to :

1) Chief Engineer (Commercial), MSEDCL , Mumbai -51.

2) Chief Engineer, MSEDCL, O & M Zone PUNE URBAN ZONE



## AJEENKYA DY PATIL INFRA PVT. LTD.

Letter No.: ADYPU/2019/003

Date: 19 / 1 /2019

To,

The Superintending Engineer (O&M), MSEDCL Circle, Ganeshkhind, Pune, Maharashtra.

: Authorization letter for follow-ups during the Name change and Load Extension process related to MSEDCL on behalf of Ajeenkya D Y Patil Infra Pvt. Ltd.

Dear Sir,

With reference to above subject matter, please be informed that we have applied for change of name on bill and sanctioned load enhancement at our premises at Ajeenkya D Y Patil Infra Pvt. Ltd. (Previously known as DR D Y PATIL EDUCATIONAL ENTERPRISES PRIVATE LIMITED)

In view of the above, we request you to consider Mr. Ujjwal Marathe /Mr. Pawan Saini (84088 99775) / Mr. Nilesh Karkar (8082 110421)/ Mr. Mantu Kumar (91133 43490) of OHMS Energy Pvt. Ltd. as authorized persons for entire follow-ups during process of Name change and Load Extension

Thanking You,

With Regards,

**Authorized Signatory** Ajeenkya D Y Patil Infra Pvt. Ltd.

कोइ के /CODE No: 15285 Tel No. 022-27880590

मांगड्राफ्ट DEMAND DRAFT

Key: NADFIY Sr. No: 348248

ON DEMAND PAY

Thirty Three Lakh Eighty Three Thousand One Hundred and Ninety One Only

या उनके आवेश पर OR ORDER

रुपये RUPEES

IOI 000493037128

अदा करें

3383191.00

6 5

Name of Applicant

Key: NADFIY F Sr. No: 348248 AJEENKYA DY PATIL INFRA PVT L

AMOUNT BELOW 3383192(3/7)

4 मूल्य प्राप्त / VALUE RECEIVED

भारतीय स्टेट बैंक STATE BANK OF INDIA अदाकर्ता शाखा / DRAWEE BRANCH:CCPC, PUNE कोइ क्रं. /CODE No: 10463

त्रस्यूटर द्वारा मुद्रित होने पर ही वैध ALID ONLY IF COMPUTER PRINTED

केवल 3 महीने के लिए वैध VALID FOR 3 MONTHS ONLY

"03712B" 000002000: 000493" 16



# AJEENKYA D Y PATIL INFRA PVT. LTD.

Date: 1st Feb 2019

Ref no: ADYPIPL/OG/SolarOHMS/21012019

The Superintending Engineer (O&M), MSEDCL, Ganeshkhind Circle, Pune, Maharashtra- 411016

Subject: Operating hours/ shifts of Institutes

Dear Sir,

Following are the timings institute wise.

Sr no	Institute	
1	Dental School	No of Hours
2	D Y Patil International School	8 hrs
3	School of Engineering	8 hrs
4	School of Engineering	10 hrs
5	School of Engineering and Technology School of Architecture	10 hrs
6	School of Management	8 hrs
7	Ajeenkya DY Patil University	10 hrs
8	Hostel	10 hrs
	1.03(0)	24 hrs

In view of above, operating hours for the institute are 10 hours and 24 hours for the hostel

With Regards,

Authorized Signatory Ajeenkya DY Patil Infra Pvt Ltd



#### **Authorization Letter**

We, AJEENKYA DY PATIL INFRA PVT LTD. (Previously known as DR D Y PATIL EDUCATIONAL ENTERPRISES PRIVATE LIMITED) having Commercial HT Power Supply at D.Y. PATIL KNOWLEDGE CITY, CHAROLI BUDRUK, VIA LOHEGAON, Pune -412105 (HT No 170149028500), Hereby authorize M/s OHMS ENERGY PVT LTD, Licensed Electrical Contractor having License No: 30797, Mumbai on behalf of our above said firm to sign all M.S.E.D.Co.Ltd Documents including agreement form

We agree to all terms and conditions laid in the M.S.E.D.Co.Ltd Supply Condition and in the agreement.

Thanking you,

FOR

Ajeenkya D Y Patil Infra Pvt Ltd

(Previously known as DR D Y PATIL EDUCATIONAL ENTERPRISES PRIVATE LIMITED)



#### MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

(A Govt. of Maharashtra undertaking) CIN: U40109MH20055GC153645

Office of the Superintending Engineer Ganeshkhind Urban Circle 2<sup>nd</sup> Floor, "Prakash Bhavan" S.B. Road, Ganeshkhind,Pune-411016 Phone:020 – 25630057 (0) :020 – 25630040 (P) Email: seganeshkhind@mahadiscom.in Website:www.mahadiscom.in

No.SE/GKUC/T/HT/Add/

No

477

2 2 JAN 2019

Date:

To,
Dr. D.Y.Patil Educational ENT Pvt Ltd
D.Y.Patil Knowledge City
Charholi Budruk
Via Lohegaon
Dist Pune
(Mob No 9860485741)

Sub: - Application for sanction of add load from 235 KW/516 KVA to 800 KW/516 KVA in HT power at above mentioned address. (HT No 170149028500)

Ref: -1. Your application received on Dtd. 21/01/2019

Sir,

We are in receipt of your application under reference for sanction of add load from 235 KW/516 KVA to 800 KW/516 KVA in HT power at above mentioned address. (HT No 170149028500). The application registered in online New connection module with application ID No. 17826893. Please arrange to submit the following additional documents:

- 1. 1.3 % Consent letter for paying supervision charges on Rs 200 bond paper
- 2. Number of shifts required/Working hours
- 3. Authorisation to Electrical Contractor.
- 4. Valid Electrical contractor License certificate copy.

5. Authorised signatory Pan Card

Meanwhile your application is forwarded to Executive Engineer, MSEDCL, O&M Division, Bhosari for load survey and necessary estimate for work to be carried out. You are requested to contact the Executive Engineer, MSEDCL, Bhosari and EE (Testing), GKUC, Testing Division for site visit/ technical survey and fixing up point of supply.

Thanking you.

(K B Patil)

Executive Engineer (Admin) GKUC,Pune.

Copy to:-

1. The Executive Engineer, MSEDCL, O&M Division, Bhosari

..... For technical survey, feasibility, fixing point of supply and estimate as per provisions/time limits of commercial circular No.291 & MERC SOP. Submit neat sketch of point of supply indicating clearly work involved for giving said power supply including any shifting of H.T./L.T. line if any in consultation with EE(Testing)as per MSEDCL's norms. Also verify the other details like arrears/theft case/any other connection/s in same premises and submit certificate to that extent. Copy of the proposal submitted by prospective consumer is attached herewith.

2. The Executive Engineer, MSEDCL, GKUC Testing Division, Chinchwad, Pune

....For fixing point of supply and metering specifications as per provisions/time limits of commercial circular No.291 & MERC SOP. Copy of the proposal submitted by prospective consumer is attached herewith.

3.The Add. Executive Engineer, MSEDCL, O&M Sub-Division, Bhosari.

....For necessary action as above. Copy of the proposal submitted by prospective consumer is attached berewith.

# Maharashtra State Electricity Distribution Co. Ltd. (A Govt. of Maharashtra undertaking) CIN. U40109MH20055GC153645



A-1 Form for Power Supply for Residential / Commercial /Industrial Purpose You can fill this form online also. Please visit www.mahadiscom.in (Processing fee will be waived if application and payment is made online)

Date of Application: \_\_\_

rea	The I allered										
	r Sir / Madam,	antino for a			med of	alastrical an	arm at the	neamises	mentione	1 helow	
her	reby submit this applic	ation for r	new conni	ection for su	stotate on	ewctrical en	en EA mr rine	th eximises	19011682430	2 ENGINEER	
LD	etails of Applicant										
1)	Applicants Name		and the same of the same of	st name	-		Father/Hu			Surname	
	(IN BLOCK LETTERS)		DR.	DY			DUCAT	HUOI			I LID
2)	Email ld:		.00		(Ph	ane No)		an	5048	obile	-
3)	Mick-Ushhouse Aadhar Card No. JOp	shy (C &	adel mak	[- (24A-				200	20.19	24-11	
. 0	tetails of Premises										
1)	Address of Premises	DY	PAT	IL KI	NOW	LEDGIE	CIT	4			
	House / Flat / Gala					Society Nam	ie:	•			
	Street / Landmark:					Village: C	HAROLL	BUD	KUK		
	Taluka / City & Distri	ict: P	une.			Pin Code:	412	105	Acres	ier / Other	-
2)	Type of premises			ned 🔽		Rented			Occup	an / Other	
3)	Name & address of										
4)	Nearest Consumer F	NO TOF THE	erence: (P	sease specif	A)					-	
P	ower Supply Requiren										
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	Applicants Classification	-	SC/ST			c) BP					
	account in										
	Publicant										
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Application Received Date:

MAHAVITARAN

f.	Documents	Hequired	Please	Tick	1	which	isap	plicabl	e:

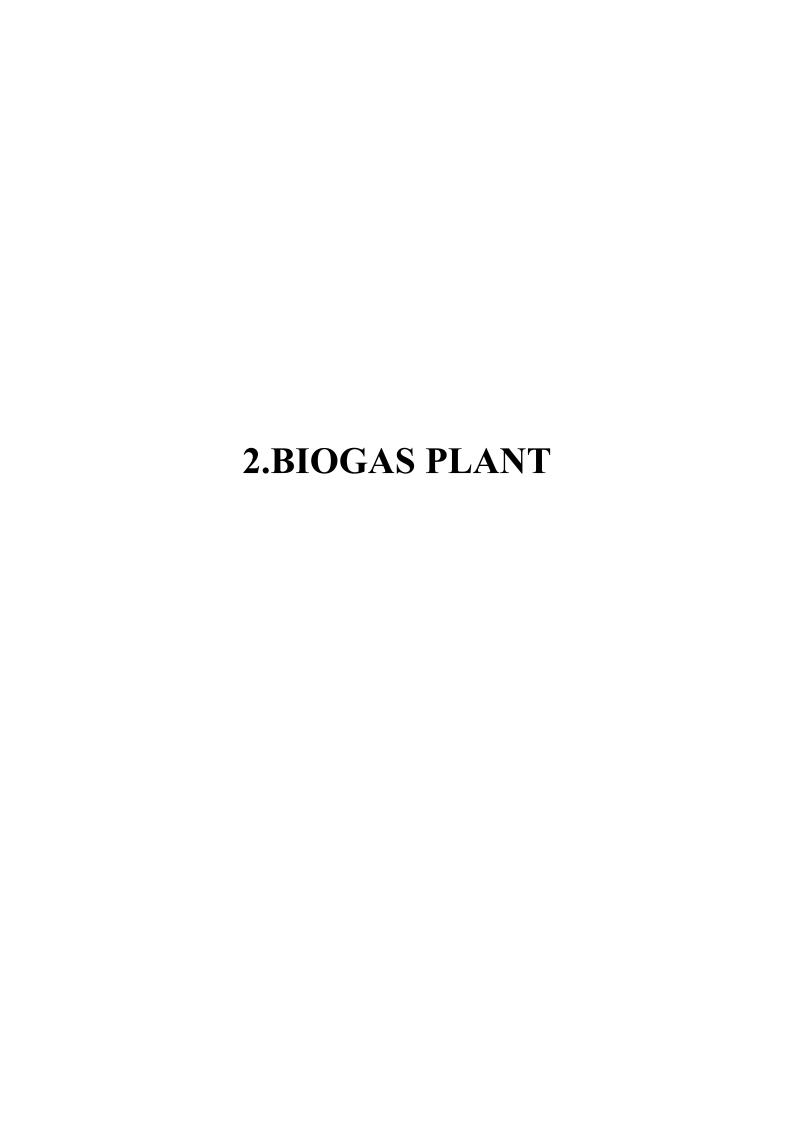
Proof of Ownership or Occupancy of Premises (Any one of the following)	b. identity Proof (Any one of the following)	c. Documents required for relevant category (if applicable)
Occupancy Certificate issued by Statutory body / Competent Authority	Voter's identification Card	SC/51 Caste Certificate
Ownership Document/form 8 / Form 7-12 / tas / lease issued by Local Authority	Collector/Govt. Authorized Photo ID	BPL Certificate
In case of tenant Leave & License / Lease agreement with Property Owner's NOC	Aadhar Card	
In case of Quarter, Altotreent letter of its authority.	PAN Card	
In case of Slum Area, if none of the above documents is available then	Driving License	
afficiavit on Rs. 200/- stamp paper.	Passport	

- 1) Required Statutary & regulatory permission is to be submitted.
  2) For Industrial connection purpose following additional documents required:
  a) Industrial Registration / DFC Certificate.
  b) Separate sheet for Load profile.

#### G. Calculation of Load Requirement:

Appliances*	(a) load (watts)	(b) No of Appliances	Total(Watts) (a x b)
LED	9/12		
Tube Light	40		
Table fan / ceiling Fan	80		
Colour Television	120		
Refrigerator (Small)	225		
Exhaust Fan	150		
Computer	150		
Washing Machine	500		
Cooler (Medium size)	170		
AC (1.5 ton) / Room Heater (Blower Type)	1800		
Pump motor (1 HP)	740		
Geyser (Storage)	2000		
Others			
Total		-	

Note: For Service Connection & Other Charges please refer Annexure 1 and 2 of Circular No. CE/Dist-III/SOC/24580 Dt. 30.08.2012







# **BIOGAS PLANTS**

(PRE FABRCIATED)

Capacity:

5 kg/day,

10 kg/day,

25 kg/day,

50 kg/day,

100 kg/day,

150 kg/day,

200 kg/day)







#### 1. About us:

We, M/s Hydro Biotech Systems is an ISO 9001:2008 certified organization operating exclusively in the field of Water & Energy conservation & provide our expertise in the field of

- Eco –friendly green development
- Sewage Treatment & recycle
- Industrial waste water treatment & recycle
- Water treatment & ultra pure water treatment by means of filtration, Softeners Reverse osmosis & Ultra Filtration,
- Wet garbage/waste food based Bio gas plant based on the technology of Bhabha Atomic Research center (B.A.R.C.) of government of India
- Rain water harvesting
- Grey water treatment & recycle systems
- Annual Operation & maintenance of the treatment plants

#### 2. FACTS TO BE CONSIDERED IN IMPLEMENTATION OF BIOGAS PLANT

- Waste load quantification to be verified by the client.
- Quantity of bio gas produced depends upon the type of food/satisfactory operation of the plant
- Waste food which will be fed to bio gas needs to be crushed & in slurry form prior to loading.
- Food quantity to be feed as per the schedule.
- Material like bones/spoons/citrus fruits/any other material which is harmful to Bio gas plant and needs to be removed prior to loading.
- Feeding of Excess waste than designed capacity will sour the plant & will affect the plant.
- Hot water needs to be supplied for the plant either by solar water heaters or by heating the feed slurry (By client).
- It is desirable to keep the plant in open Sun light.
- Plants needs to be operated as per our O & M Manual
   Details mentioned are for guidance & we reserve the right to change/alter/modify the information/equipment without any prior notice/approval.



#### 3. SYSTEM COMPONENTS & SCOPE OF SUPPLY

1	Model	EFD-5	EFD-10	EFD-25	EFD-50	EFD-100	EFD-150	EFD-200
2	Туре	FRP /Fabrication	FRP /Fabrication	FRP /Fabrication	FRP /Fabrication	FRP /Fabrication	FRP /Fabrication	Civil /Fabrication
3	Type of Waste	Food waste	Food waste	Food waste	Food waste	Food waste	Food waste	Food waste
4	Design Waste handling capacity  **Raw vegetable, Cooked food waste, Dry waste	5 Kg/Day	10 Kg/day	25 Kg/Day	50 Kg/Day	100 Kg/Day	150 Kg/Day	200 Kg/Day
5	System benefits							
	- Approx. Biogas production [ m3/day]	0.2 To 0.6	0.4 TO 0.8	1.2 To 1.8	2.8 To 3.8	4.8 To 5.8	7.5 To 8.8	10.8 To 11.2.
	- Approx Manure generation ( liquid) [Lit]	9	18	45	80	180	270	360
	- Approx Manure cake [kg/day]	0.5	1	2.5	5	10	15	20
	- Approx Equivalent saving in LPG[kg/day]	0.14	0.3	0.6	1.2	2.7	4.05	5.4
	- Approx No waste dumping [kg/day]	5	10	25	50	100	150	200
	Above benefits depends upon the efficient operation& waste quality							
6	Approx. Area Required [L X W ] Open space.	2m X 1m	2m X 1m	2 m x 2m	3.5 m x 2 .5m	5 m x 2.5 m	7 m x 4.5 m	10 m x 5 m
7	Electricity required for plant operation	@ 1 kw						
8	Daily saving due to this plant							
	Approx.LPG saving [Rs. 70/Kg]	9.8	21	42	84	189	283.5	378
	Approx. Manure worth [Rs. 10/Kg]	5	10	25	50	100	150	200
	Approx. saving due to no waste dumping [Rs. 2/Kg]	10	20	50	100	200	300	400
	Total per day saving	24.8	51	117	234	489	733.5	978
9	Approximate time for full function ability of the plant	15-45	15-45	15-45	15-45	15-45	15-45	15-45





1	Electro-Mechanical Components	Qty.	SCOPE
	Waste processing table and crusher (Optional For 5 KGD)	1 set	By us
	Pre digester	1 set	By us
	Main digester	1 set	By us
	Biogas Holder Dome	1 set	By us
	Biogas piping 6 meters	1 set	By us
	Biogas Burners domestic type	1 set.	By us
2	Civil & Other Components		
	<ul> <li>Platform &amp; Shed to mount the plant</li> </ul>		By Client
	<ul> <li>Any excavation &amp; structural supports</li> </ul>		By client
	<ul> <li>Hot water supply</li> </ul>	As Reqd.	By client

#### 4. List of exclusions

#### Following items /activities are excluded from our scope

- Providing segregated waste food in containers at Biogas plant site.
- Taking away & disposal of non biodegradable waste separated at Biogas plant site.
- Required Civil works/plinths/ladders for plant mounting
- Free of cost Water & electricity required during plant construction, installation, stabilization, commissioning & hydro testing.
- Provision of electricity up to our electrical panel & utility water connection in the processing platform room
- Proper approach & access up to the plant location to perform construction & installation activities
- Obstruction free & leveled site at the plant location
- Responsibility of reuse /disposal of generated manure & Biogas generated from the plant
- Any guarantees/responsibility or relocation of any underground/aboveground/overhung utility lines passing on the site plot.
- Any responsibility of removal /re-plantation/relocation of any kind of flora & fauna at the site location.
- Fencing & area lighting of the plant
- Loading, unloading, storage & safe custody of equipment/material.
- Carting away the constructed /excavated debris or earth from the plant site.
- Demolition /reconstruction of any existing civil & electromechanical work
- Any waste water disposal pipeline beyond plant area. We shall provide the flanges end connection at the outlet of the plant
- Sludge/waste disposal pipeline, debris disposal beyond plant area.
- Drain arrangement in plant area.
- Emergency power supply
- Carting away the excavated soil, debris
- All cabling& Electrical beyond the battery limit.
- Any stabilization /item required to make unstable or weak underground soil strata firm to take the civil load.
- Any excavation in hard rock required to achieve the plant process unit levels.
- Any civil/structural/mechanical guarantees of the existing units in the campus due to construction, operation, installation of this plant.
- Any item not mentioned in our list of supply as well as not agreed by our written communication.





#### 5. PRICE &PAYMENT TERMS.

#### **5.1 PRICE SCHEDULE -**

Supply & installation of BIOGAS plant as per scope & exclusions detailed.-

Sr. No	Description		Price
1.	BIOGAS PLANT 5 <b>KGD</b> capacity.	Model –EFD5	Rs. 34,950.00
2.	BIOGAS PLANT 10 <b>KGD</b> capacities.	Model –EFD10.	Rs. 61,600.00
3.	BIOGAS PLANT 25 <b>KGD</b> capacities.	Model –EFD25.	Rs. 98,500.00
4.	BIOGAS PLANT 50 KGD capacities.	Model –EFD50.	Rs. 1,65,800.00
5.	BIOGAS PLANT 10 <b>0 KGD</b> capacity.	Model –EFD100.	Rs. 6,35,200.00
6.	BIOGAS PLANT 15 <b>0 KGD</b> capacity.	Model –EFD150.	Rs. 7,93,700.00
7.	BIOGAS PLANT 20 <b>0 KGD</b> capacity.	Model –EFD200.	Rs. 8,95,500.00

#### **5.2 Notes:**

- Transportation, GST, loading & unloading will be extra as applicable.
- Lodging/boarding, to & Fro travel, local travel of our installation team, local labours(if any) will be borne by the client.
- The above prices are ex works of pune.
- Required initial seeding (cow dung) for plant start up to be arranged by client.
- Any visit required after plant start up will be extra.

#### **5.3 PAYMENT TERMS:**-

- 50 % advance of the total order value along with the technically & commercial clear purchase order or Letter of intent.
- 40% along with the entire tax component after readiness of the equipment prior to dispatch as per the billing schedule
- 10 % after the start up of the plant or within 30 days after the plant dispatch whichever is early.





#### 6. COMMERCIAL TERMS & CONDITIONS

#### Variation/addition in scope of work:

The scope of supply is restricted to supply of equipment as specified in the proposal. Any subsequent additions or alterations will be acceptable to us provided it is convenient to do so and the prices and delivery period are suitably revised.

#### Delivery

We shall design, manufacture and supply the equipment within 4 months.

The above delivery period shall be reckoned from the date of commercially and technically clear purchase order.

#### **Delay in completion**

If the completion of work is delayed beyond the contractual date for reasons under your control as listed out hereunder but not limited to them, we shall be entitled to suitable readjustment in the period of completion by mutual consent and the contract will stand amended to that extent.

- a) Delay in approval of final drawings beyond a period of 10 days from the date of submission by us.
- b) Delay in inspection beyond the appointed date or delay in approval of test certificates, whenever required, beyond a period of 7 days from the date of submission by us.
- c) Delay in release of dispatch clearance or hold up of work due to our specific instructions or lack of instruction.
- d) Delay in release of advance or process interim payments towards us beyond 7 days from the due date of our invoice submission.
- e) Delay attributable to Force Majeure conditions, more particularly detailed under appropriate cause hereunder.

#### Commissioning

It will be responsibility of the Purchaser to make all arrangements and provide all facilities and materials (which is excluded from our scope as mentioned in the List of exclusions) for carrying out pre-commissioning tests before the date of readiness for such tests as intimated by us. In the event of delay on the other part of purchaser in making these arrangements and consequent delay in commissioning of equipment, the purchaser will release all such payment, which would have been due to us on commissioning of equipment.

#### **Operating personnel**

The purchaser will ensure that his operating personnel are made available before pre-commissioning tests and satisfy themselves about all guarantee parameters. In case of biological treatment mode plants due to longer time in stabilization, purchaser needs to depute their operating team after plant start up. If purchaser needs our manpower present during this time then there will be additional charges to be paid to us at the rate mutually agreed.

#### Acceptance of the treatment plant

In case if the plant is not commissioned after the supply within a period of 30 days due to the non-availability of effluent/waste or any other reason whatsoever, the plant will be deemed as successfully commissioned.

Since this being a biological process, it will take more time in stabilizing the plant with full load. It will be considered as plant startup when part load of the waste is processed in the plant & from that date it will be considered as plant is commissioned.

#### **Warranty for equipment**

All our equipment is thoroughly inspected before dispatch and therefore can be depended upon for long and trouble free service. Our liability in respect of any defect or failure in the equipment supplied and commissioned by us or any loss, injury or damage attributable therefore shall be limited to good by replacement or repairs, provided the equipment is operated and maintained in accordance with our instruction and arise totally for proven faulty design, materials or workmanship.

This warranty shall be valid for the period of 12 months from the date of dispatch. Our liability in no case shall exceed the invoiced value of the equipment supplied by us, and we shall not liable for any consequential damage or loss such as loss of profit, loss of business opportunities, damage to goodwill or business reputation or any other contractual liability or loss suffered by the Purchaser to third parties. All warranties other than title either express or implied whether arising under law or





equity including warranties of merchantability and fitness for a particular purpose are excluded from the contract. This is the essence of the contract.

#### This warranty is valid subject to the following conditions:

- a. Bought our components guaranteed by us only to the extent of guarantees given to us by our suppliers. Electrical components such as heaters, motors, contactors, etc., rubber components and instruments such as pressure gauges, etc. are however not covered under this warranty.
- b. In respect of the equipment where dispatch after readiness is delayed due to specific instructions or lack of instructions from you, the warranty will be limited to 18 months from the date of readiness for dispatch of equipment as notified by us.
- c. No repairs or replacements, unless authorized by us in writing, will be carried out by any other party on our equipment during the warranty period.
- d. The warranty period does not cover the following:
  - i. Normal wear and tear
  - ii. Damage/defects arising out of mal-operation of the plant by the purchaser and accidents.

e.

- The equipment or part thereof being subject to accident, alteration, abuse or misuse.
- ii. The equipment not being operated and maintained as per Operation and Maintenance Instructions

#### Material Storage & safe custody:

It will be a client responsibility to store & safe guard the material after dispatch from our works as well as during installation, commissioning activities and also after the completion of the activity.

If at any of the stage, any of the supplied material found damaged or missing from the site then client needs to pay for the subject material as per agreed value. We will not be responsible for any of the delay/claim of any sort arises due to such material missing/damage etc incidents.

#### General:

Except this offer, any other discussion, agreement will not be form the part of the contact at time of accepting order unless and until confirmed by us in writing.

#### Validity of this offer

Unless previously revoked, our offer will be valid for 120 days from the date of this proposal.

#### Order cancellation:

If purchaser cancels part or complete order without any reasons attributed due to us then compensation of 10 % of order value will be given by the purchaser as a compensation charges.

If at the time of cancellation of the part or complete order ,if we have done any expenditure by means of man power ,advances towards machinery or fabrication purpose, procured any material then purchaser will pay the basic cost of this item + 15 % extra towards management charges in addition to the compensation charges as mentioned above.

#### Ware housing charges:

If dispatches gets delayed due to purchaser's instruction or any other reasons attributed to purchaser, then ware house expenses shall be payable by the purchaser @ 2 % of the consignment value per month or part thereof.

#### **Excess material:**

For smooth & timely uninterrupted execution, we do send number of items, fittings, tools & tackles, etc in excess .Such items which may remain unused or partly used will belongs to us and will be taken back by us as required.

#### Force majeure:

We shall be under no liability for delay in delivery/completion of work if we or our subcontractors/suppliers are prevented from discharging our respective obligations under the contract for causes beyond our reasonable control including but not limited to war ( wheatear declared or not),invasion, acts of enemies ,hostilities, riots, civil commotion, labor disturbances, strikes, lockout, lay offs ,mutinity,insurrection,rebellion,revolution,epidemics,accidents,delay or inability to obtain materials due to change in import & government policy or other statutory restrictions ,lack of transport facilities, interruptions/restrictions in power supply, damage to or break down of plant machinery and equipment etc, as well as any natural calamities or acts of God.





#### **Consequential damages:**

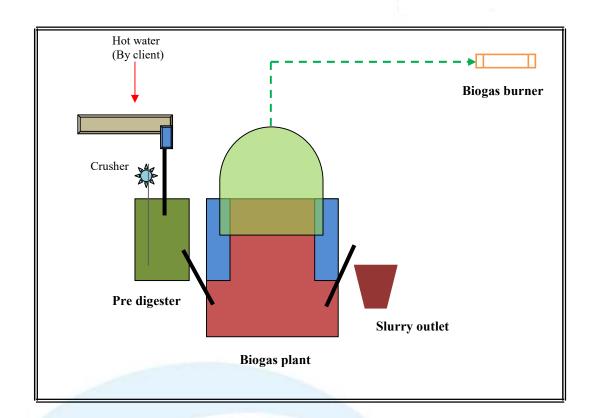
We are not at any time liable to any sort of loss or profits of purchaser or any other kind of damages due to supply or delay in the supply of the ordered plant/machinery or services.

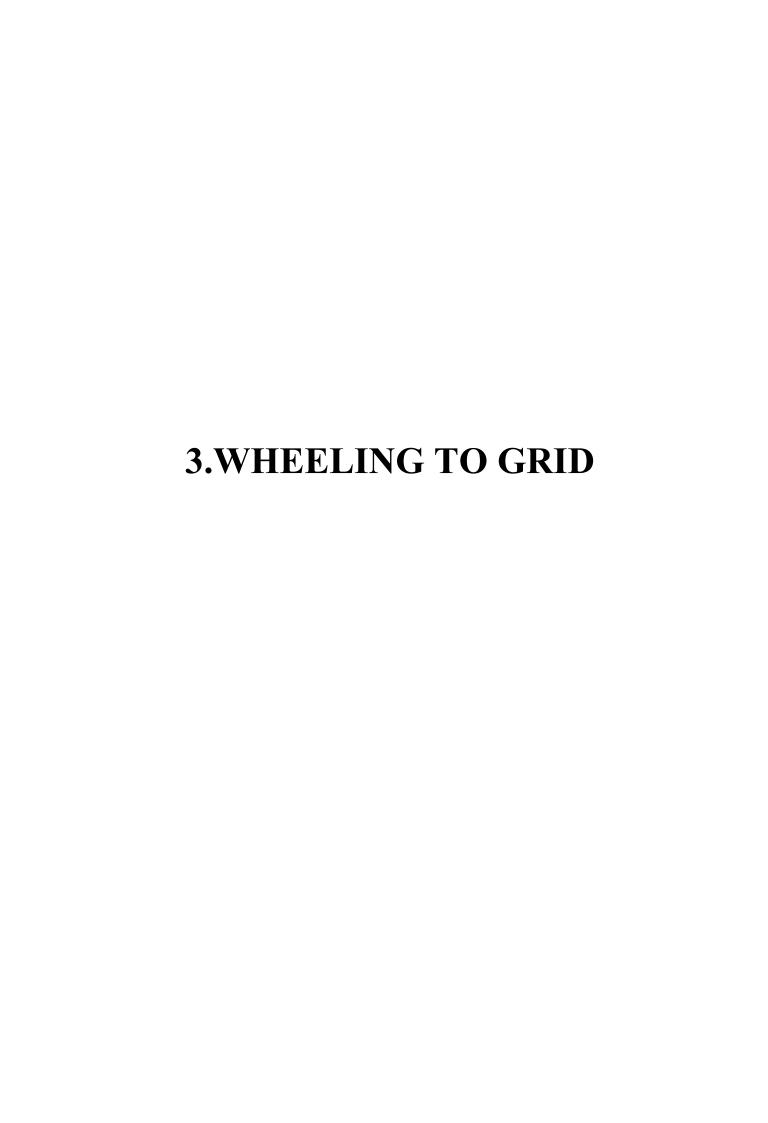






### 7. FLOW SHEET OF THE SYSTEM (TYPICAL)





Ver 1.22.08 1 of 1



### Maharashtra State Electricity Distribution Co. Ltd.

BILL OF SUPPLY FOR THE MONTH OF DEC 2020 202012251754898

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

BHOSARI DIVISION 309 B

Consumer No. : 170149028500 DY PATIL

Consumer Name: DR. D.Y. PATIL EDUCATIONAL ENT. PVT.LTD.

Address: DYPATIL KNOWLEDGE CITY

CHAROLI BUDRUK, VIA LOHEGAON

 BILL DATE DUE DATE
 06-01-2021 20-01-2021
 10,05,770.00

 IF PAID UPTO
 12-01-2021 9,97,580.00

 IF PAID AFTER 20-01-2021 10,18,340.00

 Last Receipt No./Date : 0000641176 / 16-12-2020

BHOSARI-II SUB-DIVN 615

Last Month Payment : 19,89,740.00

Scale/Sector : Medium Scale Private Sector

Email ID: \*\*\*inistrator@adypg.com

Village: PUNE

Mobile No.: 70\*\*\*\*\*99 Meter No.: 076 - 05040734 Seasonal: Load Shed Ind INDUST

Sanctioned Load (KW): 800 Connected Load (KW): 800.00 Urban/Rural Flag: U Express Feeder Flag: No

412105

Contract Demand (KVA): 850 55% of Con. Demand(KVA): 467.50 Feeder Voltage (KV): 22 LIS Indicator:

Tariff: 170 HT-VIII B old trf HT-VIII B

Date of Connection : 02-07-2005 PUBL. SERVICES OTH GSTIN: Category: 06 PART B AAATD9542N Supply at: HT PAN: Elec. Duty: FEB Prev. Highest Bill Demand (KVA) : 375 Prev. Highest (Mth): 47 17 118 88 0.00 Security Deposit Held Rs. : Addl. S.D. Demanded Rs.

GANESHKHIND CIRCLE

Pin Code:

Bank Guarantee Rs.: 0.00 S.D. Arrears Rs.: 0.00

	BILLI	NG HISTORY	
Bill Month	Units	Bill Demand(KVA)	Bill Amount
NOV-20	63,500	468	10,03,759
OCT-20	60,452	468	9,65,942
SEP-20	58,982	468	9,48,939
AUG-20	54,082	468	8,88,820
JUL-20	55,001	468	8,95,391
JUN-20	58,216	468	9,48,675
MAY-20	61,285	468	9,70,662
APR-20	60,146	468	9,56,909
MAR-20	1,24,272	425	18,29,063
FEB-20	1,24,272	425	18,71,769
JAN-20	1,17,307	425	17,56,824
DEC-19	1,19,346	425	17,64,254

# CUSTOMER CARE Toll Free No. 1912, 1800-233-3435, 1800-102-3435

IGRC: Office of the Superintending Engineer, MSEDCL Ganeshkhind Circle, Prakash Bhavan, Pune-411007., Phone - 020-25630057 In case of non-redressal of grievance here, consumer may make his representation to below forum

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

For making Energy Bill payment through RTGS/NEFT mode, use following details

- o Beneficiary Name: MSEDCL
- o Beneficiary Account Number: MSEDHT01170149028500
- o IFS Code: SBIN0008965 (fifth,sixth and seventh character is zero)
- o Name of Bank: SBI Bank
- o Name of Branch: IFB, BKC Branch-MSEDCL

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

- o Tariff Revised w.e.f. 01.04.2020. Tariff Order is available at Mahavitaran Portal.
- o Physical Bills are not served. You can view and pay bill online at portal https://wss.mahadiscom.in/wss/wss
- o Consumer can pay bill through portal using various online modes.
- o As per Income Tax provision vide section 269 ST cash receipt of Rs. 2.00 lakhs and above will not be accepted by MSEDCL against any type of payment.
- o Activity: CHARITABLE EDUCATION INSTITUTION REGISTERED UNDER PUBLIC TRUST ACT 1950
- o As per GoM Notification dtd. 14.08.2020, rate of Electricity Duty for Part-F Industrial is revised from 9.3% to 7.5% from billing month Aug-20

### **Important Message**

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

		CURRENT	CONSUMPTION	DETAILS		
Reading Date	KWH	KVAH	RKVAH (LAG)	RKVAH (LEAD)	KW (MD)	KVA (MD)
Current 31-12-2020	94475.300	100514.600	21835.300	5998.100	20.560	21.000
Previous 30-11-2020	88716.000	94140.400	19475.100	5838.900		
Difference	5759.300	6374.200	2360.200	159.200		
Multiplying Factor	10.0000	10.0000	10.0000	10.0000	10.000	10.0000
Consumption	57593.000	63742.000	23602.000	1592.000	205.600	210.000
LT Metering	0.000	0.000	0.000	0.000	0.000	0.000
Adjustment	0.000	0.000	0.000	0.000		
Assessed Consump	0.000	0.000	0.000	0.000		0.000
Total Consumption	57593.000	63742.000	23602.000	1592.000	206.000	210.000

						E	BILLING
Billed Demand (KVA)		468 (	@ Rs.				411
Assessed P.F.		Avg	, P.F.				903
Billed P.F.		.903	L.F.		10		10
Consumption Type	Ur	nits	Ra	ate	Charges Rs.		es Rs.
Industrial		63,742		9.48		6	04274.16
Residential		0		5.7			0.00
Commercial		0		11.47			0.00
E.D. on (Rs.)	Ra	te %			Amoun	t Rs.	
		16					
8,19,524.80		21				17	2100.21
TOD Zone	Rate	Un	its	Den	nand	Cha	rges Rs.
0000 Hrs-0600 Hrs & 2200 Hrs-2400 Hrs	- 1.50	2	1,405		111.00	-	32107.50
0600 Hrs-0900 Hrs & 1200 Hrs-1800 Hrs	0.00	22	2,991		200.00		0.00
0900 Hrs - 1200 Hrs	0.80	8	3,678	,	210.00		6942.40
1800 Hrs-2200 Hrs	1.10	10	0,668		104.00		11734.80
Amount in Words		LAKH FIVENTY ON		USAN	D SEVE	N HU	NDRED

1592.000	200.000	210.000
DETAILS		Amount in Rs.
Demand Charges		1,92,348.00
Wheeling Charge @ 0.5	7 Rs/U	36,332.94
Energy Charges		6,04,274.16
TOD Tariff EC		-13,430.30
FAC @ 0 Ps	/U	0.00
Electricity Duty		1,72,100.21
<b>Bulk Consumption Rebat</b>	e	0.00
Tax on Sale @ 19.04	Ps/U	10,959.23
Incremental Consumption	n Rebate	0.00
Charges For Excess Dem	nand	0.00
Tax Collection at Source		2,853.32
Debit Bill Adjustment		0.00
		0.00
TOTAL CURRENT BILL		10,05,437.56
Current Interest 04/0	1/2021	336.13
Principle Arrears		-0.42
Interest Arrears		0.00
Total Bill (Rounded) Rs.		10,05,770.00
Delayed Payment Charge	s Rs.	12,567.97
Amount Payable After 2 Amount Rounded to Nearest Rs.(10	20-01-2021	1018340

Refer detail sheet attached for MERC order in case no 131, 135, 143 & 144 dtd. 13.11.2020.

\*\*\*\* PROMPT DISCOUNT Rs. 8195 IF PAID ON OR BEFORE 12-JAN-21; MSEDCL wishes you Happy New Year !

### **CONDITIONS**

- 1. The total bill amount of the bill may be remitted by a Crossed Demand Draft/Cheque drawn in favor of "Maharashtra State Electricity Distribution Co. Ltd." Whenever Security Deposit is demanded separate Cheque/Bank Draft should be sent.
- 2. The current bill is payable within fifteen days from the date of issue of the bill. Even if there is any discrepency in the bill or any other clarification needed, consumers are requested to pay the billed amount in full provisionally or under protest subject to review and subsequent adjustment, so that payment of delayed payment charges is avoided.
- 3. This bill is issued subject to the provision of the "Conditions and Miscellaneous charges for supply of Electrical Energy" of the MSEDCL.
- 4. Please quote the Consumer Number on the back of the Cheque. The payment of this bill should be made at Company's office only.
- 5. If the cheque is sent by post, the same should be posted three clear days in advance of the due date.
- 6. In case of payment made through RTGS/NEFT/Cheque/DD/Pay Order, the date of amount credited to MSEDCL's account will be treated as receipt date.

### **TCS Details**

Bill Date	Amount for TCS	TCS Rate	TCS Amount
07-OCT-20	18,34,716.68	0.075%	1,376.04
05-NOV-20	9,65,941.93	0.075%	724.46
07-DEC-20	10,03,758.68	0.075%	752.82

Section 206C(1H) of the Income-tax Act, 1961 mandates MahaVitaran to collect tax at source ["TCS"] from its consumers at the rate of 0.1%\* as and when the aggregate energy bill of a consumer\* exceeds INR 50 lakhs in a financial year (i.e. the year starting from April and ending in March). Thus at any point in time, during a financial year if the aggregate energy bill of a consumer exceeds INR 50 lakhs then the consumer will be additionally required to pay TCS @ 0.1%\* on the sales consideration. In case of incomplete/adhoc payments to MahaVitaran, MahaVitaran will adjust the payment(s) in a manner whereby the amount proportionate to the required TCS will be first adjusted and the balance will be considered as outstanding electricity charges to which the provisions of section 56 of the Electricity Act, 2003 - relating to disconnection of supply in default of payment will apply.

For the financial year 01 April 2020 to 31 March 2021 the aggregate limit of INR 50 lakhs will be considered in respect of energy bills raised on and after 01 April 2020

- \* 0.075% if the amount is paid or credited during the period 14 May 2020 to 31 March 2021 in terms of the Press Release dated 13 May 2020 issued by the Central Board of Direct Taxes.
- \* consumer For the purpose of TCS, a consumer would mean an entity holding a valid Permanent Account Number ["PAN"]. In case a consumer holds various consumer ids/consumer numbers spread across the state of Maharashtra for the purpose of section 206C(1H) of the Income-tax Act, 1961 all the consumer ids/consumer numbers will be treated as one consumer based on its PAN.

  \*\*\*if a consumer does not hold a valid PAN the rate of TCS will be applicable @ 1%

			Bill Month : Apr-2	0		
Reference Month	Reference KWH Units	Reference PF	KVAH Units	KWH Units	PF	Derived KVAH with Ref PF
Mar-20	96285	.963	60146	51992	.864	(
1	Open A	ccess Units:	0	0		(
	Ove	rdrawl Units:	0	0		(
Not eligible for	revision of Apr-20 sinc	ce revision month	consumption > 25% of ref	erence month consumpt	tion	
			Bill Month : May-2	0		
Reference Month	Reference KWH Units	Reference PF	KVAH Units	KWH Units	PF	Derived KVAH with Ref PF
Mar-20	96285	.963	61285	53863	.878	(
•	Open A	ccess Units:	0	0		(
	000	ccess Offics.	•			
Not eligible for	Ove	rdrawl Units:	consumption > 25% of re	ference month consump	tion	(
Not eligible for	Ove	rdrawl Units:	0		ition	C
lot eligible for	Ove	rdrawl Units:	0		tion	
lot eligible for	Ove	rdrawl Units:	0		tion	
lot eligible for	Ove	rdrawl Units:	0		tion	(
lot eligible for	Ove	rdrawl Units:	0		tion	
lot eligible for	Ove	rdrawl Units:	0		tion	
lot eligible for	Ove	rdrawl Units:	0		tion	

# 5.USE OF LED BULBS/POWER EFFICIENT EQUIPMENT

## BOM (400 & 320KVA) DG SYN PANEL WITH O/G WITH MAINS ACB

	Customer :-Ajinkya DY Patil Group,Lohagaon				
S.No.	Description	Rating	Make	Qty	Unit
1	Fabrication, 16/14 SWG Thickness With Pov	- Tuding	CRCA	1	Lot
2	Busbar Aluminium	All Ratings	Reputed	1	Lot
3	ACB EDO,MP Based, O/L, S/C & E/F Protection	1250A 4Pole 50 KA	L&T	2	Nos
4	ACB EDO,MP Based, O/L, S/C & E/F Protection	630A 4Pole 50 KA	L&T	2	Nos
5	U/V Release	230V,AC	L&T	2	Nos
6	Multifunction Meter	415 V 3PH	HPL/SCH/L&T	3	Nos
7	Current Transformer	1250/5	NEWTEC/AMOL/AE	3	Nos
8	Current Transformer	630/5	NEWTEC/AMOL/AE	6	Nos
9	Indicating Lamp	240V AC	Teknik	18	Nos
10	HOOTER	24V DC	PROTON	2	Nos
11	DC Ammeter	0-30A	RISHABH/AE	2	Nos
12	DC Voltmeter	0-30V	RISHABH/AE	2	Nos
13	SYN Controller	415V AC, 3 ph 4 wire, 5A	WOODWARD EASYGEN- 2300	2	Nos
14	Line Voltage Monitor	3PH 4WIRE	PROTON	2	Nos
15	Selector Switch	4POLE,2WAY	SALZER	2	Nos
16	Selector Actuator	2 POSITION with element	C&S	2	Nos
17	Push Bottons		C&S	6	Nos
18	Emergency Stop		C&S	2	Nos
19	Battery Charger	24V 10A DC	NHP	2	Nos
20	Single Pole Mcb	6A,SP	L&T	1.0	Lot
21	3 Pole Mcb	10A,DP	L&T	1.0	Lot
22	4-Channel realy card	24V,DC	Ul-Automation	1.0	Lot

23	Aux Relay With Base	24V,DC	SALZER	1.0	Lot
24	Neutral Link	30A	Everest	1.0	Lot
25	Control Terminal Block		CONNECTWELL	1.0	Lot
26	Control Wire	1,1.5,2.5,4 sq mm	POLYCAB	1.0	Lot
27	Shelded Cable			1.0	Lot
28	Conical Insulator / fingure insulator	50X10	REPUTED	1.0	Lot
29	Gasket	25X3	REPUTED	1.0	Lot
30	Lugs ( Control)			1.0	Lot
31	Ferrules			1.0	Lot
32	Door Knobs with Open/ Close Sticker			1.0	Lot
33	Din Rail Channel			1.0	Lot
34	PVC Channel	45X45 - 25 X 45	SALZER	1.0	Lot
35	Name Plate, Lables & Stickers			1.0	Lot
36	Eye Bolt	16sq mm		1.0	Lot
37	Hardwere & others			1.0	Lot
Prepai	red By: Rajan Gupta	Approved By: S R Nemane		•	
	KALA GENSET PVT LTD.		<u> </u>		



### The Automotive Research Association of India

(Research Institute of the Automotive Industry with Ministry of Heavy Industries & Public Enterprises, Govt. of India)

Cert	Spec	Total
1	3	4

# CERTIFICATE OF TYPE APPROVAL OF GENSET

Certificate No: ARAI/DGTA/KOEL/KGPL/KG1-320WS/2014/4548

DATE: 27.06.2014

M/s. Kala Genset Pvt. Ltd., (KGPL), (A GOEM of KOEL, Pune)

Plant 1: Gat No. 392/1, Mahalunge Ingle, Chakan Talegaon Road, Tal Khed, Pune 410 501

Plant 2 ; Srv. No. 107/1/1, Shed No. 01, Village - Khutli , Dadra & Nagar Haveli.

- The Plant of M/s Kala Genset Pvt Ltd., (KGPL), [A Generator Original Equipment Manufacturer of Kirloskar Oil Engines Limited, Pune], was visited to ensure that the manufacturing/ assembling facilities and quality assurance plan was in place as per CPCB letter ref. B-31011/7/93/PCI-II/98 dated 3<sup>rd</sup> January 2005 and it was found satisfactory.
- Based on the verification of documents and tests conducted on the genset model KG1-320WS manufactured by M/s. Kirloskar Oil Engines Limited, it is certified that the genset model given below including acoustic enclosure, assembled with the same specifications by M/s Kala Genset Pvt Ltd., (KGPL), complies with the provisions of Govt. of India notification no. G.S.R. 371(E), dated 17/05/2002 and its amendments till date, at Serial No. 94 (paragraph 1 & 3) schedule I of Environment (Protection) Rules, 1986 (Noise limit for diesel generator sets (upto 1000 kVA)).

Ger	nset Model	Reference Certificate Issued to M/s KOEL, Pune
Base	KG1-320WS	ADAMPORA MORE MANAGEMENT
Variant	KG1-300WS	ARAI/DGTA/KOEL/KG1-320WS/2014/4330 DATE: 25.04.2014

- Any changes/ amendments in the authenticated specifications certified for the type approval should not be carried out without prior approval of ARAI.
- The Conformity of Production Testing and Certification for the above genset models, for each plant is applicable once in the calendar year. The first COP Certification should be completed before 31<sup>st</sup> December 2014.

Note: Refer overleaf for disclaimer.

N. V. KARANTH SR. DEPUTY DIRECTOR NVH & CAE LABORATORY, ARAI, PUNE

Place of issue: Pune

Authorized Signatory,

Mrs. RASHMI H. URDHWARESHE SR. DEPUTY DIRECTOR

Remere

HOMOLOGATION MANAGEMENT & REGULATION ARAI, PUNE.

Progress through Research
THE AUTOINDITIVE RESEARCH
ASSOCIATION OF INDIA



ANNEXURE – III

Ref.: System & Procedure for compliance with noise limits for Diesel Generator Sets (upto 1000 kva)

APPLICATION FOR TYPE APPROVAL

1.0	Name and Add	ress of the Manufacturer	G	ALA GENSET PVT LTD ,PUNE at.No.392/1,Mahalunge Ingle, hakan Talegaon Road
1.1	Address of Mar	nufacturing plant (s)	S	ALA GENSET PVT LTD ,PUNE rv.No.107/1/1,Shed No.01 , /illage – Khutli , Dadra & Nager Haveli.
1.2	Relation with E model : GOEM	ngine Manufacturer for th / GOEA	is G0	DEM
2.	Name and Add	ress of the Importer	N/	A
2.1		ress of the Company and re the Genset to be Impor		A
	(in case of Gen	[1] [1] [2] [3] [4] [4] [4] [4] [4] [4] [4] [5] [4] [4] [4] [4] [4] [4] [4] [4] [4] [4		acturer), IEC code from DGF1
	iv) Type Approv Limits v) Valid COP C vi) Valid COP C	ertificate of the Engine Ma	Model for anufactur it plant, ir	
4.0	iv) Type Approv Limits v) Valid COP C vi) Valid COP C	val Certificate for Engine Ne ertificate of the Engine Ma Certificate (For the relevan	Model for anufactur it plant, ir	Compliance with the Emissioner for the Emission Limits
4.0	iv) Type Approv Limits v) Valid COP C vi) Valid COP C Manufacturer) f	ral Certificate for Engine Netrificate of the Engine Macertificate (For the relevant or the noise limits for Ger	Model for anufactur it plant, ir iset.	Compliance with the Emission rer for the Emission Limits in case of Indigenous Genset
	iv) Type Approving Limits v) Valid COP C vi) Valid COP C Manufacturer) f  Brand Name  Model Name:-  Dimensions of Enclosure Length, mm Width, mm Height, mm	ral Certificate for Engine Ma ertificate of the Engine Ma Certificate (For the relevant or the noise limits for Ger	Model for anufactur it plant, ir iset. Model Model	Compliance with the Emission rer for the Emission Limits in case of Indigenous Genset  Kirloskar Green  KG1 - 320WS
5.0 6.0 Test Age	iv) Type Approving Limits v) Valid COP C vi) Valid COP C Manufacturer) f  Brand Name  Model Name:-  Dimensions of Enclosure Length, mm Width, mm Height, mm	ertificate of the Engine Metrificate of the Engine Metrificate (For the relevant or the noise limits for Geror the New York (New Y	Model for anufactur it plant, ir iset. Model Model Acoustic	Compliance with the Emission for for the Emission Limits in case of Indigenous Genset  Kirloskar Green  KG1 - 320WS KG1 - 300WS  5109 Tol. ± 50 2000 Tol. ± 50 2408 Tol. ± 50 ( H – 3000
5.0 6.0 Test Age	iv) Type Approving Limits v) Valid COP C vi) Valid COP C Manufacturer) f  Brand Name  Model Name:-  Dimensions of Enclosure Length, mm Width, mm Height, mm	ertificate of the Engine Materificate of the Engine Materificate (For the relevant or the noise limits for Geron the National Services (For English Services)  N. V. KARANTH R. DEPUTY DIRECTOR (For English Signature)  Signature:	Model for anufactur it plant, ir iset. Model Model Acoustic	Compliance with the Emission for for the Emission Limits in case of Indigenous Genset  Kirloskar Green  KG1 - 320WS KG1 - 300WS  5109 Tol. ± 50 2000 Tol. ± 50 2408 Tol. ± 50 ( H – 3000 Including Silencer )  Document No. (indicating also revision status)
5.0 6.0 Test Age PUNE Signatur Name	iv) Type Approving Limits v) Valid COP C vi) Valid COP C Manufacturer) f  Brand Name  Model Name:-  Dimensions of Enclosure Length, mm Width, mm Height, mm	ertificate of the Engine Macertificate of the Engine Macertificate (For the relevant or the noise limits for Geror the noise limi	Model for anufactur it plant, ir iset. Model Model Acoustic	Compliance with the Emission for for the Emission Limits in case of Indigenous Genset  Kirloskar Green  KG1 - 320WS KG1 - 300WS  5109 Tol. ± 50 2000 Tol. ± 50 2408 Tol. ± 50 ( H – 3000 Including Silencer )  Document No. (indicating also revision status)  KALA / KG1-320WS
5.0 6.0 Test Age	iv) Type Approving Limits v) Valid COP C vi) Valid COP C Manufacturer) f  Brand Name  Model Name:-  Dimensions of Enclosure Length, mm Width, mm Height, mm	ertificate of the Engine Materificate of the Engine Materificate (For the relevant or the noise limits for Geron the National Services (For English Services)  N. V. KARANTH R. DEPUTY DIRECTOR (For English Signature)  Signature:	Model for anufactur it plant, ir iset. Model Model Acoustic	Compliance with the Emission for for the Emission Limits in case of Indigenous Genset  Kirloskar Green  KG1 - 320WS KG1 - 300WS  5109 Tol. ± 50 2000 Tol. ± 50 2408 Tol. ± 50 ( H – 3000 Including Silencer )  Document No. (indicating also revision status)

ASSOCIATION OF INDIA

.7.1(i)	Enclosure details: (Enclose Dimensional drawings); Insulation material: Type (Glass-wool / Rock-wool / Mineral-wool / Foam etc) Thickness mm  Density Kg/m3 (if Foam, attach a Flammability Test Report)	Rock wool & PU Foam (on baffle only) 50(Rockwool)+50(Rock wool) & 50 PU Foam (on baffle only) 64 + 96 & 28
7.1(ii)	Ventilation Fan: Diameter Speed Power Flow capacity Make	NA
7.1(iii)	Anti-Vibration Mounts: Make, Model & Drawing Static Deflection	As per KOEL Drg No. :- 1)DV0.061.15.0.PR (Eng.Side) & DV0.061.16.0.PR (Alt.Sidé) or 2)DV0.061.01.0.00(for both Side) 2.5 to 3.5 mm
7.1(iv)	Base-Frame details: Dimensions, Drawing Thickness of base-frame sheet	5100(L) x 2000(W) x 300(H) 5 mm
8.0	Engine Make & Model :- Kirloskar Oil Engines Ltd (Submit Authenticated copy of the Application submitted Type Approval Certification for Emission Limits)	& DV8TAG1 ed to the Certification Agency for
8.1	Exhaust System (Description and Diagrams)  Description of Exhaust Equipment if the test is made with the complete Equipment provided by the Engine or Generator set Manufacturer:  Specify the back pressure (kPa) at rated power as per IS: (Specify the tolerance and range)	9.5 <u>+</u> 1.3 max
		To a second seco
9.0	Alternator i) Single / Double Bearing ii) Make iii) Model iv) Type : Single Phase/ Three Phase	Single bearing Kirloskar Green KG284 C1 Three Ph

Test Agency : ARAI,	Manufacturer :Kala Genset Pvt Ltd	Document No. (indicating also revision status)
Signature	Signature:	)
Name ( )	Name : D.C.Gujar	KALA / KG1-320WS
Designation	Designation : GM ( R&D)	Revision date
Date	Date: 08.06.2014	Sheet No.
Progress State Control Research HE AUTOMOTIVE RESEARCH ASSOCIATION OF INDIA	ektog EXTENSION TA CERT CPCB 2/ARAI -KG1- 320 V	(E)
ASSOCIATION OF STORA	CHAKA 410 St	) Sil

	v) Rated Speed vi) Rated Voltage ( V ) vii) Rated Current ( A ) vii) Rated Continuous Power as per IS 8528 (part 1) in kW	1500 RPM 415 445.2A@ 0.8PF/356.16A@UPF 256
	ix) Frequency (Hz)	50
10.0	Production / Import plan (Schedule) and Estimate	d no. (Month-wise) :- 30
11.0	Attach Trade Leaflets and Manuals	
12.0	If there are Variants to the Model, provide detailed comparison between the Parent model and Variants along with justifications for considering the Variants as a Family of the concerned Model. Please also indicate the worst case and its justification.	1.Alternator - 300kVA

### Verification:

Verified that the information's given above are correct to the best of my knowledge and belief.

Authorised Signatory
Company Seal

(The application shall be signed on each page)

Test Agency : ARAI,	Manufacturer :Kala Genset Pvt Ltd	Document No. (indicating also revision status)
Signature	Signature:	
Name / ®	Name : D.C.Gujar	KALA / KG1-320WS
Designation	Designation : GM ( R&D)	Revision date
Program Date Links Research	Date: 08.06.2014	Sheet No.
ASSOCIATION OF INDIA	ARAI-KG1-320 WS doc	3 of 3



### The Automotive Research Association of India

(Research institute of the Automotive Industry with Ministry of Heavy Industries & Public Enterprises, Govt. of India)

Cert	Spec	Total	
1	3	4	

# CERTIFICATE OF TYPE APPROVAL OF GENSET

Certificate No: ARAI/DGTA/KOEL/KGPL/KG1-400WS1/2016/5851

M/s. Kala Genset Pvt. Ltd. (KGPL), (A GOEM of KOEL, Pune)

	٦
Khed, Pune 410 501	+
ed Pune 410 501	-

DATE: 08.11.2016

Contact Address: Gat No. 392/1, Mahalunge Ingle, Chakan Talegaon Road, Tal Khed, Pune 410 50

Plant 1 Gat No. 392/1, Mahalunge Ingle, Chakan Talegaon Road, Tal Khed, Pune 410 501

Address 2 Srv. No. 107/1/1, Shed No. 01, Village – Khutli , Dadra & Nagar Haveli.

- The Plant of M/s. Kala Genset Pvt Ltd., [A Generator Original Equipment Manufacturer of Kirloskar Oil Engines Limited, Pune], was visited to ensure that the manufacturing/ assembling facilities and quality assurance plan was in place as per CPCB letter ref. B-31011/7/93/PCI-II/98 dated 3<sup>rd</sup> January 2005 and it was found satisfactory.
- Based on the verification of documents and tests conducted on the genset model KG1-400WS1 manufactured by M/s. Kirloskar Oil Engines Limited, it is certified that the genset model given below including acoustic enclosure, assembled with the same specifications by M/s. Kala Genset Pvt. Ltd., complies with the provisions of Govt. of India notification no. G.S.R. 371(E), dated 17<sup>th</sup> May 2002 and its amendments till date, at Serial No. 94 (paragraph 1 & 3) schedule I of Environment (Protection) Rules, 1986 (Noise limit for diesel generator sets (upto 1000 kVA)).

Genset Model		Reference Certificate Issued to M/s. KOEL, Pune	
Base	KG1-400WS1	ARAI/DGTA/KOEL/KG1-400WS1/2016/5742 DATE: 01.09.2010	
Variant	KG1-380WS1		

- Any changes/ amendments in the authenticated specifications certified for the type approval should not be carried out without prior approval of ARAI.
- The Conformity of Production Testing and Certification for the above genset models, for each plant is applicable
  once in the calendar year. The first COP Certification should be completed before 31<sup>st</sup> December 2017.

Note: Refer overleaf for disclaimer.

N. V. KARANTH

SR. DEPUTY DIRECTOR & HEAD NVH & CAE LABORATORY, ARAI, PUNE

Place of issue: Pune

Authorized Signatory,

Mrs. RASHMI URDHWARESHE DIRECTOR

ARAI, PUNE.





ANNEXURE — III

Ref.: System & Procedure for compliance with noise limits for Diesel Generator Sets (upto 1000 kva)

APPLICATION FOR TYPE APPROVAL

1.0	Name and Address of the Manufacturer	KALA GENSET PVT LTD ,PUNE Gat.No.392/1,Mahalunge Ingle, Chakan Talegaon Road
1.1	Address of Manufacturing plant (s)	KALA GENSET PVT LTD ,PUNE Srv.No.107/1/1,Shed No.01 , Village – Khutli , Dadra & Nager Haveli.
1.2	Relation with Engine Manufacturer for this model: GOEM / GOEA	GOEM
2.	Name and Address of the Importer	NA Process through Recent
۷.	Name and Address of the Importer	NA Progress through Research THE AUTOMOTIVE RESEAR
2.1	Name and Address of the Company and its plant from where the Genset to be Imported	NA ASSOCIATION OF INDIA
	of Industry for the Plant (in case of Genset Ma (in case of Genset Importer) ii) VAT / Sales Tax Registration iii) Excise Registration (in case of Genset Ma iv) Type Approval Certificate for Engine Mode Limits v) Valid COP Certificate of the Engine Manufavi) Valid COP Certificate (For the relevant pla Manufacturer) for the noise limits for Genset.	nufacturer) If for Compliance with the Emission acturer for the Emission Limits
4.0	Brand Name	Kirloskar Green
5.0	Model Name :- Base Model Variant Model Name :- Variant Model Name :- Name	

Test Agency : ARAI, PUNE	Manufacturer :Kala Genset Pvt Ltd		Document No. (indicating also revision status)
Signature N. V. KARANTH	Signature :	12	
Name SR. DEPLITY DIRECTO	Name : D.C.Gujar	1 mm	KALA / KG1-400WS1
Designation CAFLARORATO	Designation: GM ( I	R&O)	Revision date
Date ARAL PLINE	Date: 28.10.2016	OET .	Sheet No.

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1 of 3

7.1(i)	Enclosure details :	5575(L) x 2000(W) x 3130(H)
	(Enclose Dimensional drawings); Insulation material: Type (Glass-wool / Rock- wool / Mineral-wool / Foam etc)	50+50 Rock wool ( Canopy) & (50x4) (PU Foam or partition only)
	Thickness mm	CRCA 1.5 MM THICK
	Density Kg/m3 (if Foam, attach a Flammability Test Report)	64+96 (Rockwool) kg/m3 8 28 kg/m3(PU Foam)
7.1(ii)	Ventilation Fan: Diameter Speed Power Flow capacity Make  Ventilation Fan:  Progress through ResearC THE AUTOMOTIVE RESE	ARCH
7.1(iii)	Anti-Vibration Mounts: Make, Model & Drawing Static Deflection	DV0.061.15.0.PR (Eng.Side) & DV0.061.16.0.PR (Alt.Side) 2.5 to 3.5 mm
7.1(iv)	Base-Frame details: Dimensions, Drawing Thickness of base-frame sheet	5575(L) x 2000(W) x 300(H 5 mm
	*	
0.0	Fraince Midester Oil Enginee Ltd 9 DVOTA CO	
8.0	Engine :- Kirloskar Oil Engines Ltd & DV8TA G3 (Submit Authenticated copy of the Application submitted Type Approval Certification for Emission Limits)	
8.0	(Submit Authenticated copy of the Application submitted	
	(Submit Authenticated copy of the Application submitted Type Approval Certification for Emission Limits)  Exhaust System	ed to the Certification Agency for
	(Submit Authenticated copy of the Application submitted Type Approval Certification for Emission Limits)  Exhaust System (Description and Diagrams)  Description of Exhaust Equipment if the test is made with the complete Equipment provided by the Engine	ed to the Certification Agency for
	(Submit Authenticated copy of the Application submitted Type Approval Certification for Emission Limits)  Exhaust System (Description and Diagrams)  Description of Exhaust Equipment if the test is made with the complete Equipment provided by the Engine or Generator set Manufacturer:  Specify the back pressure (kPa) at rated power	Drg No: DV8.188.20.0.PR
	(Submit Authenticated copy of the Application submitted Type Approval Certification for Emission Limits)  Exhaust System (Description and Diagrams)  Description of Exhaust Equipment if the test is made with the complete Equipment provided by the Engine or Generator set Manufacturer:  Specify the back pressure (kPa) at rated power as per IS:(Specify the tolerance and range)  Alternator  i) Single / Double Bearing  ii) Make  iii) Model	Drg No: DV8.188.20.0.PR  9.5 ± 1.3  Single bearing KOEL Green KG 354 S2
8.1	(Submit Authenticated copy of the Application submitted Type Approval Certification for Emission Limits)  Exhaust System (Description and Diagrams)  Description of Exhaust Equipment if the test is made with the complete Equipment provided by the Engine or Generator set Manufacturer:  Specify the back pressure (kPa) at rated power as per IS:(Specify the tolerance and range)  Alternator i) Single / Double Bearing ii) Make	Drg No: DV8.188.20.0.PR  9.5 ± 1.3  Single bearing KOEL Green
9.0 Test Age	(Submit Authenticated copy of the Application submitted Type Approval Certification for Emission Limits)  Exhaust System (Description and Diagrams)  Description of Exhaust Equipment if the test is made with the complete Equipment provided by the Engine or Generator set Manufacturer:  Specify the back pressure (kPa) at rated power as per IS:(Specify the tolerance and range)  Alternator i) Single / Double Bearing ii) Make iii) Model iv) Type : Single Phase/ Three Phase Alternating Current /Direct Current v) Rated Speed vi) Rated Voltage (V)  Manufacturer :Kala Genset Pvt Ltd	Drg No: DV8.188.20.0.PR  9.5 ± 1.3  Single bearing KOEL Green KG 354 S2 3 Ph AC 1500 RPM
9.0  Test Age PUNE Signature	(Submit Authenticated copy of the Application submitted Type Approval Certification for Emission Limits)  Exhaust System (Description and Diagrams)  Description of Exhaust Equipment if the test is made with the complete Equipment provided by the Engine or Generator set Manufacturer:  Specify the back pressure (kPa) at rated power as per IS:(Specify the tolerance and range)  Alternator i) Single / Double Bearing ii) Make iii) Model iv) Type : Single Phase/ Three Phase Alternating Current /Direct Current v) Rated Speed vi) Rated Voltage (V)  ency : ARAI, Manufacturer :Kala Genset Pvt Ltd  ency : ARAI, Signature :	Programment No. (indicating also revision status)
9.0  Test Age PUNE Signature Name Signature	(Submit Authenticated copy of the Application submitted Type Approval Certification for Emission Limits)  Exhaust System (Description and Diagrams)  Description of Exhaust Equipment if the test is made with the complete Equipment provided by the Engine or Generator set Manufacturer:  Specify the back pressure (kPa) at rated power as per IS:	Drg No: DV8.188.20.0.PR  9.5 ± 1.3  Single bearing KOEL Green KG 354 S2 3 Ph AC 1500 RPM 415  Document No. (indicating

CHAKAN 410 501

	vii) Rated Current ( A ) vii) Rated Continuous Power as per IS 8528 (part 1) in kW ix) Frequency (Hz)	320 50
10.0	Production / Import plan (Schedule) and Estimate	d no. (Month-wise) :- 30
11.0	Attach Trade Leaflets and Manuals	
12.0	If there are Variants to the Model, provide detailed comparison between the Parent model and Variants along with justifications for considering the Variants as a Family of the concerned Model. Please also indicate the worst case and its justification.	KG1- 380WS1 - 380 kVA with DV8TAG2 Engine model

Verification:

Progress through Research
THE AUTOMOTIVE RESEARCH ASSOCIATION OF INDIA

Verified that the information's given above are correct to the best of my knowledge and belief

Company Seal

410 501

(The application shall be signed on each page)

Test Agency : ARAI, PUNE Document No. (indicating Manufacturer : Kala Genset Rvt Ltd also revision status) Signature : Name : D.C.Gujar Designation : GM ( R&D) Signature N. V. KA Name SR. DEPUTY KALA / KG1-400WS1 Designation CAE LAB Revision date Date: 28.10.2016 Sheet No. GENSETAL

> CHAKAN 410 501 4LUNGE

3 of 3

