



KBN COLLEGE
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NAAC 'A' GRADE CYCLE 3

KAKARAPARTI BHAVANARAYANA COLLEGE

(AUTONOMOUS)

(Sponsored by S.K.P.V.V. Hindu High Schools' Committee), Kothapeta, Vijayawada - 520 001.

A College with Potential for Excellence (CPE) 3.5 Star Rating in Innovations & Start-Ups by MoE
Recognized as Band PERFORMER in ARIIA by Ministry of Education, Govt. of India

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

1. Solar energy
2. Biogas plant
3. Wheeling to the Grid
4. Sensor-based energy conservation
5. Use of LED bulbs/ power efficient equipment
6. Wind mill or any other clean green energy

4 OF THE ABOVE

ADDITIONAL INFO.

- ∂ Solar energy
- ∂ Wheeling to the Grid
- ∂ Sensor-based energy conservation
- ∂ Use of LED bulbs/ power efficient equipment

**BILLS FOR THE PURCHASE OF EQUIPMENT'S
FOR THE FACILITIES**

SOLAR PANELS – AGREEMENT



ఆంధ్రప్రదేశ్ రాష్ట్రం ANDHRA PRADESH

S.No. 3285 Date 19/08/2017 Rs. 100/-

19 AUG 2017

Sold to Sri: P. Pavan Kumar s/o Kanaka Raju, Hyderabad

For Whom: Mytrah Bhaanuj Power Private Limited, Hyderabad

V. Paleswari
CA 116742

V.S.D. PALESWARI DEVI

LICENCED STAMP VENDOR

OL No: 15/2014, R.L.No: 06-27-018/2015

23-17-9A, S.N. Puram,

VIJAYAWADA - 520 011

Call: 73860 79999

POWER PURCHASE AGREEMENT

This Power Purchase Agreement ("Agreement") is made and entered into at Vijayawada on this the 20th day of August 2017, by and between;

Mytrah Bhaanuj power Private Limited, a company incorporated under the Companies Act, 1956, and having its registered office at 8001, Q City, S. No. 106, Nanakramguda, Gachibowli, Hyderabad 500032, India (hereinafter referred to as "**Power Producer**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the FIRST PART.

AND

KAKARAPARTI BHAVANARAYANA COLLEGE, a registered Society no 684/93 under societies registration act and having its office at Kothapeta, Vijayawada -520001, Krishna District, Andhra Pradesh, India (hereinafter referred to as "**Offtaker**", which expression shall, unless repugnant to the context or

For Mytrah Bhaanuj Power Private Limited


Authorized Signatory


Secretary & Correspondent
Kakaraparti Bhavanarayana College,
VIJAYAWADA-520 001.

meaning thereof, include its successors and assignees) as party of the SECOND PART.

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

WHEREAS:

- A. Power Producer is engaged in the business of, inter-alia, setting up, operate and supply of solar rooftop power projects in India either by itself or through its Affiliates;
- B. The Off-taker is engaged in the business of, inter-alia, Educational institution.
- C. The Off-taker has approached the Power Producer to install the Solar Rooftop Power Project at the Property (defined hereinafter) to produce Electricity (defined hereinafter) and is willing to procure and consume the Electricity;
- D. The Power Producer has agreed to install the Solar Rooftop Power Plants at the Property for generating Electricity and supply Electricity to the Offtaker and the Offtaker has agreed to purchase the Electricity produced by the Power Producer from the Solar Power Plant, in accordance with the terms of this Agreement;
- E. Parties now desire to sign formal detailed agreement in regard to the same, being these presents.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties hereby agree as follows:

ARTICLE 1: DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

The capitalized terms used in this Agreement, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them in

the Electricity Laws. The following terms when used in this Agreement, unless repugnant to the context, shall have the respective meanings, specified below:

"Affiliate"	means, in relation to a Party, any Person who directly or indirectly controls, is controlled by or is under common control with such Party. For the purposes of this definition, "control" (including, with correlative meaning, the terms "controlled by" and "under common control with") shall have the meaning assigned to it in the Companies Act, 2013;
"Agreement"	shall mean this Power Purchase Agreement executed hereof, including the schedules, amendments, modifications and supplements hereto made in writing by the Parties from time to time.
"Billable Units"	shall mean the number of kWh billed to the Offtaker for a given period, which may include actual generation in kWh as well as Deemed Generation.
"Billing Period"	shall means the period roughly equivalent to a calendar month commencing from the end of the prior Billing Period and ending with the Metering Date. For a given Solar Power Plant, the first Billing Period shall commence from the Commissioning Date and end with the Metering Date corresponding to the month in which the Commissioning Date occurs.
"Business Day"	means a day, other than Sunday or a statutory holiday, on which banks remain open for business in the state of Hyderabad and the State where the Solar Roof Power Project is located.
"Commission"	Shall mean the starting of injection of Electricity by the Solar Power Plant(s) at the Delivery Point(s). The word " Commissioning " shall be construed accordingly.
"Commissioning Date"	shall mean the date of Commissioning of Solar Power Plant(s). In the event the Solar Power Project under this Agreement, is proposed to be installed distributed at a single location the Commissioning Date shall be the date

For Myran-shaanuj Power Private Limited


 Authorized Signatory


 Representative
 Makhanlal Shrivastava
 12/04/2017 12:00:00 PM

	by which the first Solar Power Plant is ready to supply Electricity according to the terms of this Agreement.
"Consent and Approvals"	shall mean all authorisations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any relevant Government Instrumentality for the purpose of setting up of the Solar Power Plant and/or supply of power and/or off-take of Electricity from the Solar Power Plant by the Offtaker.
"Contract Year"	shall mean the period of 12 Months commencing from the Commissioning Date of the first Solar Power Plant to be commissioned.
"Delivery Point(s)"	shall mean the point for each Solar Power Plant where Electricity is delivered by the Power Producer from the Solar Power Plant to the Offtaker.
"Deemed Generation"	shall have the meaning ascribed to it in Article 5 of this Agreement.
Degradation	Shall mean generation from Solar Rooftop Power Project will reduce at the rate of 1% per annum during the Term.
"Dispute"	shall have the meaning ascribed to it in Article 19.2.1 of this Agreement.
"Due Date of Invoice Payment"	in respect of the Invoice means the 15 th day of a calendar month of the invoice raised for Electricity generated and supplied by the Power Producer in the previous Month.
"Effective Date"	means the date of the signing of this Agreement by all Parties.
"Electricity"	shall mean the electrical energy in kilowatt-hours;

For **Wiyuan Energy Power Private Limited**

Authorized Signatory


 Secretary, Wiyuan Energy Power Private Limited
 12/04/2017

"Electricity Laws"	means the Electricity Act, 2003 and the rules (including the Electricity Rules, 2005) and regulations made thereunder from time to time along with amendments and replacements thereof in whole or in part and any other applicable law related to electricity and as amended from time to time.
"Equipment"	Shall mean the equipment to be installed and commissioned at the Solar Rooftop Power Project for generation of Electricity.
"DISCOM Grid"	Shall mean the external grid of the concerned Electricity distribution company.
"Force Majeure Event"	shall have the meaning set forth in Article 16 of this Agreement;
"Governmental Instrumentality"	shall mean any national or state subdivision, ministry, department, agency, corporation, commission, board, bureau or any regional, local or municipal authority or governmental body thereof, and shall include without limitation any other executive, legislative, judicial or administrative body having jurisdiction over the subject matter in question, including but not limited to the Solar Rooftop Power Project or over the performance of any part of the obligations of Power Producer or Offtaker under the Agreement;
"Grid Tariff"	It is the day time-tariff what the Offtaker is paying to DISCOM or state electricity board at any given point of time. This excludes all the fixed charges.
"kWh"	means Kilowatt-hour.
"kWp"	means kiloWatts peak.
"Main Metering System"	means all meter(s) and metering devices owned by the Power Producer and installed at the Delivery Point for measuring and recording the delivery and receipt of energy.
"Metering Date"	Means the date on which the meter reading is taken as per Article 7.

For Mytran Bhaanuj Power Private Limited

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 Secretary & Correspondent
 Kakraparti Bhavanarayana College
 VIJAYAWADA-520 001.

"Metering Point"	Shall mean the meter point at the Delivery Point for purposes of recording of the Electricity supplied from the Solar Power Plants to the Offtaker.
"Month"	means a calendar month.
"Invoice"	means a bill raised by the Power Producer for tariff payment for Electricity in respect to each completed Month.
"Power Producer Contractor"	means contractor, sub-contractor, or other entity whom the Power Producer may engage to perform either whole or in part of scope of works/obligations mentioned under this Agreement.
"Plant Capacity"	Means the production capacity of one or more Solar Power Plant as measured by the kWp of installed capacity.
"Property"	Shall mean the premises or entire property/ building belonging to the Offtaker where the Solar Power Project shall be installed and commissioned and is located KAKARAPARTI BHAVANARAYANA COLLEGE, Kothapeta, Vijayawada, Krishna District, Andhra Pradesh, India. which contains the Sites described in Annexure 2;
"Sites"	means the locations within the Property which has been identified by the Parties for setting up the Solar Power Plant(s) as per the terms of this Agreement and as per the details set out in Annexure 2.
"Solar Power Plant(s)"	shall mean the solar power plant(s) set up at the Site for the purpose of generate Electricity.
"Tariff"	Shall mean the solar tariff as mentioned in Annexure 1 herein.
"Solar Rooftop Power Project"	Shall collectively mean and include all the Solar Power Plants installed at the Sites.

For **Mythan Bhavanuj Power Private Limited**

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"Term"	shall have the meaning ascribed to it under Article 0 of this Agreement.
"Voltage of Delivery"	means the voltage at which the Electricity generated by the Power Producer is required to be delivered to the Offtaker at the agreed Delivery Point.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) All references made in this Agreement to "Articles" and "Annexures / Schedules" shall refer, respectively, to Articles of, and Annexures / Schedules to, this Agreement. The Annexure / Schedules to this Agreement form an integral 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;
- (b) words importing the singular shall include plural and vice versa; (ii) words denoting persons shall include partnerships, firms, companies and other body corporate (iii) the words "include" and "including" are to be construed without limitation and (iv) a reference to any Party includes that Party's successors and permitted assigns; and
- (c) reference to any statute or statutory provision or order or regulation made thereunder shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof.

ARTICLE 2: TERM OF THE AGREEMENT

- 2.1 Subject to Article 18 and 21.11 below, this Agreement shall become effective from the Effective Date, and shall expire on a date which is 20 years from the Commissioning Date of the last Solar Power Plant in the Solar Rooftop Project to be commissioned under this Agreement ("Term"), with 12 years of lock-in period during which neither party shall have right to terminate the agreement.

- 2.2 The Parties agree that for the Term, the Power Producer shall deliver the Electricity to the Offtaker from the Solar Power Plant and the Offtaker shall consume 100% of the Electricity produced by the Solar Rooftop Power Project.
- 2.3 During the Term, the Power Producer shall be the sole owner of the Solar Rooftop Power Plant.
- 2.4 The Parties understand and agree that on the successful completion of the Term, the Power Producer shall initiate the process of transfer of the Solar Rooftop Power Project along with all its Equipment, on "as it is" basis and the Offtaker shall buy Solar Rooftop Power Project with all the Equipment at the cost as detailed in Annexure 4. The Power Producer shall complete the process of transfer within 30 days from the expiry date.

ARTICLE 3: CONDITIONS SUBSEQUENT

- 3.1 The Parties shall make reasonable endeavour to provide all required documents, if requested, and take all necessary actions to satisfy the Conditions Subsequent as set out in Article 0 below within the timeframe mentioned for it, or such extended period as may be mutually agreed to by the Parties.
- 3.2 Conditions Subsequent

The following are the conditions subsequent ("Conditions Subsequent") to be satisfied by the Offtaker and the Power Producer, which, however, may be waived by mutual written consent of the Party who benefits from such Conditions Subsequent.

3.2.1 Conditions Subsequent to be fulfilled by the Offtaker

The Offtaker shall ensure that the following activities are completed:

- (a) The Offtaker shall provide to the Power Producer all information necessary, including but not limited to, electrical single line diagrams, cable trench layouts, LT Panel locations, DG Capacities and DG Connected LT Panels etc., to determine a suitable Delivery Point location for each Solar Power Plant, and to finalize exact Plant Capacities on each building at the Property, and shall work with the Power Producer to determine the same.

for Mydhan Bhavanuj Power Private Limited

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- (b) The Offtaker, at its own cost, shall take the necessary steps to clear the Sites from any sort of obstacles or obstruction to facilitate the installation of the Equipment.
- (c) The Offtaker undertakes to grant the authorised representatives of the Power Producer and Power Producers Contractor unhindered access to the Property where the Solar Rooftop Power Project is situated for the purpose of carrying out the activities mentioned under this Agreement.
- (d) The Offtaker shall permit and allow the Power Producer to build the Solar Power Plant suitable for Net Metering, as per the regulations issued by the Government Instrumentality. The Offtaker further agrees that suitability to Net Metering can be opted by Power Producer at any point during the Term.
- (e) The Offtaker shall provide and support the Power Producer or its representative with all documentation and fees, as will required for obtaining the CEIG approval (when deemed necessary) and Net Metering process, as per the requirement of the Government Instrumentality.
- (f) Offtaker shall be liable to pay all costs pertaining to any physical up-gradation of the existing metering setup of Offtaker at the Property.
- (i) Payment Security Deposits
The Offtaker shall provide Payment Security Deposit to the Power Producer as per provided in Article 6.5.
- (g) The Offtaker undertakes that it shall provide the Site to the Power Producer on Leave and Licence basis for the installation, commissioning and operation of the Solar Rooftop Power Project. The Conditions of Leave and Licence shall be as mentioned in Annexure 7.
- (h) The above-mentioned conditions subsequent for the Offtaker, are not to constructed in sequential order, for the purpose of completing the project in time, Power Producer shall initiate the activities and the Offtaker shall coordinate and support the Power Producer accordingly.

3.2.2 Conditions Subsequent to be fulfilled by the Power Producer

The Power Producer shall ensure that the following activities are completed:

- (a) Secure all relevant approvals and permits for installation and operation of the Solar Rooftop Power Project subject to the payment of such fees by the Offtaker.
- (b) Secure, financial closure for the said Project, within the agreed timelines.
- (c) Issue the list of activities along with timelines which the Offtaker needs comply, in order to complete the project in time.
- (d) Finalize, in consultation with the Offtaker, the Delivery Points and Plant Capacity before installation of the Solar Power Project.
- (e) Cost pertaining to fees, process for obtaining such Net Metering permissions is to be borne by the Power Producer

3.3 Satisfaction of Conditions Subsequent

3.3.1 Each Party shall be responsible for fulfilling its conditions subsequent as mentioned in Article 3.2 within the stipulated time and shall keep the other Party informed of the progress being made in fulfilling such Conditions Subsequent, and also upon the fulfilment.

3.3.2 A Party who is responsible for satisfying a particular Conditions Subsequent under Article 0 above may request waiver of such Conditions Subsequent by notifying the other Party (who benefits from the satisfaction of the particular Conditions Subsequent) in writing of its intention to seek such waiver. If the other Party provides its consent in writing that it no longer requires the satisfaction of such Conditions Subsequent, the performance of such Conditions Subsequent shall be waived. However, instead of waiving any of the Conditions Subsequent, the other Party may extend the time for the fulfilment of that particular Conditions Subsequent.

3.3.3 . All pre-commission activities as mentioned in Article 3.2.1 are needed to be completed by the Offtaker, within 45 days from the date of signing the PPA or as per the mutually agreed timeline. The activities has direct link on the commissioning and any delay in performance of the leads to delay in the project commissioning, this would lead to variation in the commitments made by the Power producer with respect to lending institutes. Activities which can be done post commissioning can be done no later than two months from the Commissioning Date.

3.4 Consequences of non-fulfilment of conditions under Article 0

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For Vijayanbhawanuj Power Private Limited

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VIJAYAWADA-520 001.

Further, in the event that any of the Conditions Subsequent listed in Article 0 above are not duly satisfied or waived, within the time period specified for it, or such extended time, as may be mutually agreed between the Parties in writing, pursuant to clause 3.2, the Party which is aggrieved ("Aggrieved Party") may issue a Notice of Default to the other Party which has not fulfilled the Conditions Subsequent ("Defaulting party"). This notice of Default shall be guided by the terms of Article 18.

ARTICLE 4: CONSTRUCTION OF THE SOLAR POWER PLANTS

- 4.1 The Power Producer shall complete the construction and Commissioning of the Solar Rooftop Power Project in accordance with the terms and conditions of this Agreement.
- 4.2 It is agreed between the Parties that the Power Producer shall commission the Solar Rooftop Power Project with a total Plant Capacity of approximately 150 kWp.
- 4.3 On inspection of the Site condition and actual space available in the Property, the Power Producer may, at its discretion, construct Solar Rooftop Power Project of a smaller or higher capacity on such terms and conditions, as mutually agreed between the Parties.
- 4.4 The Power Producer will have complete ownership of the Solar Power Plant during the Term of the Agreement. At the end of term of the agreement, the Parties shall be guided by Article 2.4 supra.
- 4.5 The location of the Solar Power Plants shall be at the Sites will be as described in Annexure 2.
- 4.6 The Power Producer shall provide and lay the dedicated electrical cables for transmission of Electricity from the Solar Power Plant up to the Delivery Point. Transmission or distribution of electricity beyond this point will be the responsibility of the Offtaker.
- 4.7 The Offtaker shall ensure that all arrangements and infrastructure for receiving Electricity beyond the Delivery Point are ready on or prior to the Commissioning Date and is maintained in such state in accordance with applicable laws through the Term of the Agreement.

For **Wiyam Bhanuj Power Private Limited**

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4.8 The Power Producer shall complete the installation of the Equipment and Commission within 5 months of the Effective Date subject to the timely completion of the following:

- (a) Satisfactory performance of the Condition Subsequent and other obligations under this Agreement by Offtaker;
- (b) Handing over of the Sites for the installation of Equipment and Commissioning of the Solar Rooftop Power Project;
- (c) Receiving of Consents and Approval for the installation and Commissioning of the Solar Rooftop Power Project from Government Instrumentality;
- (d) Force Majeure Event as per Article 16.

4.9 The Power Producer and the Offtaker mutually agree upon a later Commissioning Date for the Solar Power Plant.

4.10 If the Commissioning of one or more of the Solar Power Plant is delayed due to reason not directly attributable or outside the reasonable control of Power Producer or as any delay caused under Article 4.8 supra, the Power Producer shall not be held liable for delay in Commissioning Date.

ARTICLE 5: SALE AND OFFTAKE OF ELECTRICITY

5.1 During the Term, Offtaker shall purchase and consume and Power Producer shall generate and supply Electricity, on a firm annual basis the Annual Contracted Generation as per Annexure 3 generated by the Solar Rooftop Power Project, subject to the terms and conditions of this Agreement.

5.2 Offtaker shall be billed and pay charges for the consumption of Electricity as per Article 8.1.

5.3 The Offtaker guarantees that it shall consume 100% of the Electricity generated by each Solar Power Project.

5.4 In the event that the Offtaker is unable to consume 100% of the Electricity generated by the Solar Rooftop Power Project, when it is generated and the solar energy is exported into the DISCOM Grid and/ or if any part of the capacity of the Solar Power Project is unable to operate at full capacity due to non-availability of load, then Deemed Generation will apply for such energy units.

5.5 Deemed Generation when DISCOM power is ON and Offtaker could not provide the sufficient load

5.5.1 Solar Energy is exported into the DISCOM Grid under the Net Metering process:

When Electricity is injected into the DISCOM Grid, under the Net Metering process, the same will be recorded in the Meters supplied by the DISCOM to the Offtaker. Such units will be given as a credit in the Offtaker, bills to be paid to the DISCOM. When the Solar Rooftop Power Project is built under the Net Metering basis, then the Units recorded at the Main Metering System of the Power Producer, shall be the basis for raising the Invoice.

5.5.2 When Energy is exported into the DISCOM grid under the Gross Metering process:

When Electricity is injected into the DISCOM Grid, under the Gross Metering process, the same will be recorded in the Meters supplied by the DISCOM to the Offtaker. Such units will be given as a credit in the Offtaker, bills to be paid to the DISCOM. When the Solar Rooftop Power Project is built under the Net Metering basis, then the Units recorded at the Main Metering System of the Power Producer, shall be the basis for raising the Invoice.

5.5.3 When Energy is exported into the DISCOM Grid (neither on Net or Gross Metering process):

The Offtaker is responsible for upgrading their existing metering setup with the DISCOM to record any units which are feed into the Discom Grid. When no approval is obtained by the Offtaker such units will be treated as inadvertent power by the DISCOM and no payment / adjustment can be obtained by the Offtaker from the DISCOM. When the Solar Rooftop Power Project is built under this basis, then the Units recorded at the Main Metering System of the Power Producer, shall be the basis for raising the Invoice. Power Producer is not liable for any deviations in the meter readings, supplied by DISCOM under the DISCOM agreement.

5.6 Deemed Generation: When DISCOM power is OFF and Offtaker could not provide the sufficient load

5.6.1 When the DISCOM power is OFF, the Offtaker agrees to Switch ON the Diesel Generator set (DG), with sufficient capacity (a min of capacity of the solar power plant) so that both Solar energy and the DG energy works in tandem. In case the DG capacity is not as per the size of the Solar Rooftop Power Project, then the Plant Capacity needs to be reduced to match to the size of the DG, such a scenario Deemed

Generation applies and Billable Units will be calculated based on the calculation described herein in Article 5.9.

5.7 Deemed Offtake / Deemed Delivery:

When the DISCOM power is ON, and the solar energy generated and delivered by the Power Producer is less than the agreed minimum energy delivery value, then Deemed Offtake condition applies. When the DISCOM power is OFF, and Offtaker has given sufficient DG capacity, under this scenario, if the energy delivered by the solar power plant is less than the minimum delivery value, then Deemed Offtake condition applies.

5.8 The Parties understand and agree that, the Deemed generation will be calculated on yearly basis for consolidated number days in the year for which the Solar Power Plant is not in operation or in full use operation or the Offtaker was unable to consume 100% power generated from the solar power plant and the same is paid before 15th of January of the subsequent year.

5.9 Beginning after commissioning and continuing throughout the Term, deemed offtake for a given Solar Power Plant on a given day shall equal to the average number of Billable Units per day in the previous 07 days.

5.10 Subject to the provisions of this Agreement, the Power Producer agrees to provide a minimum electricity generation ("Minimum Electricity Generation") as per Annexure 3, units for the first year and thereafter a degradation as mentioned in such Annexure 3, shall be applicable. In case the actual generated units produced by the Solar Power Project are less than Minimum Electricity Generation, Power Producer agrees to pay the differential tariff between Grid Tariff and Tariff as mentioned in Annexure 1 for the deficit units, on yearly basis. The actual generated units shall be calculated yearly as per this Article 5.

ARTICLE 6: TARIFFS, CHARGES AND PAYMENT SECURITY

6.1 The Power Producer will charge and raise Invoice on the Offtaker for each kWh of Electricity generated, and delivered at the Delivery Point as per the installed meters, and as per the Tariff prevailing at that point in time.

6.2 For the duration of agreement, the Tariff applicable shall per as per the Annexure-1 ("**Tariff**"). Unit of tariff is INR per kWh.

POI Energy Solutions Private Limited

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6.3 Each subsequent year after the first one year from the Commissioning Date, both parties agree to increase the sale price (the Tariff) as per the agreed escalation percentage presented in Annexure-1. For the sake of simplicity, the second year shall begin from the first date of the month following completion of one year from the Commissioning Date so as to maintain a monthly billing cycle (Article 8.1).

6.4 Taxes / Duties / Surcharges: Currently there are no applicable taxes, duties and surcharges on sale of Electricity, as per the central regulations. However, during the Term of Agreement, if any such impositions is levied by the Government Instrumentality the same shall be borne by the Offtaker.

6.5 Payment Security:

The Offtaker shall provide Security Deposit against the Electricity to consumed under this Agreement shall be as follows:

- (i) For the due fulfilment of its obligations under this Agreement, Offtaker shall establish and maintain (as and by way of security) an irrevocable and a revolving Bank Guarantee, of Rs 5,00,000 (Rupees Five only) for a period of six months ("Security Deposit") in favour of the Power Producer.
 - (ii) The Security Deposit shall be submitted with the Power Producer within 15 days from Commissioning Date and to be valid for Six months and shall be renewed for a further period of two years.
 - (iii) The Security Deposit shall be replenished by the Offtaker before the expiry of the said six months or as and when it is fully invoked (whichever is earlier) so as to maintain the same value of security at all times during the currency of this Agreement.
 - (iv) The costs and expenditure to open and maintain either for an irrevocable and revolving bank guarantee shall be borne by Offtaker only.
 - (v) In the event, such Security Deposit is in the form of Letter of Credit it shall be a sight Letter of Credit which is be negotiated on submission of the copy of last two unpaid Invoice raised by the Power Producer.
- 6.6 The sale price Tariff of Electricity has been arrived in such a way, that the Tariff payable under this Agreement shall be less than the applicable Grid Tariff for the prevailing year. In the event, Grid tariff is less than the Tariff:

6.6.1 During the lock in period:

The Power Producer shall raise Invoice for the Electricity supplied at the Grid Tariff rate.

6.6.2 After the lock in period.

The Power Producer shall raise Invoice for the Electricity supplied at the Tariff of the previous year.

6.7 In the event the Grid tariff is more than the Tariff stipulated in Annexure 1 herein, the Power Producer shall raise Invoice for the Electricity supplied at the Tariff mentioned in Annexure 1.

ARTICLE 7: METER READING AND BILLING PROCEDURE

7.1 Measurement and Energy Metering:

7.1.1 The Main Metering System consisting of one Main meter and One Standby meter, if any at the Delivery Point shall be tested, calibrated, maintained and owned by the Power Producer.

7.1.2 The Offtaker has the right to install a check meter, at its cost, to verify the measurements of the Main Metering System

7.1.3 The risk for transmission and consumption of the Electricity supplied by the Power Producer shall pass to the Offtaker at the Delivery Point.

7.1.4 The Electricity produced and supplied by the Solar Power Plants shall be measured at the Metering Point.

7.1.5 Metering Date will be the 1st of the calendar month subsequent to the month in which the Electricity was generated by the Power Producer. The billable units shall be equal to the difference between the meter reading on the Metering Date and the meter reading on the previous month's Metering Date.

7.2 Meter reading shall be carried out either by Power Producer alone or jointly with the Offtaker on the 3rd or 4th day of each consecutive month. The Power Producer shall be responsible to keep the record of the Meter reading for each month. The Offtaker shall provide free and unfettered access to Power Producer or its representatives to the Main Metering System and to any data generated thereby, during the Term.

7.3 The Power Producer may, at its discretion, as a part of Main Metering System, install one main meter and one stand-by meter, in the Metering System. In the event, the Main Metering System and/or any component thereof is found to be defective or exceeding the accepted limits of accuracy or otherwise not functioning properly, it shall be repaired, re-calibrated or replaced by the Power Producer, at its own cost. During this period of such repair and recalibration, the readings from the Stand-by meter shall be considered for the purpose of raising the Invoice.

ARTICLE 8: BILLING AND PAYMENT

8.1 Billing/Invoicing

8.1.1 The Power producer shall raise a single Invoice for Electricity supplied to the Offtaker from Solar Rooftop Power Project. The Billing Period shall be monthly from the 1st day of the calendar month to the last day of the calendar month. Meter reading shall be carried out as per Article 7.2. Invoice is raised within 3 to 4 working days from the date of Meter reading date.

8.1.2 The first invoice shall be raised for the Electricity supplied from the Commissioning Date to the end of that calendar month.

8.1.3 The Offtaker agrees to make the payment within 10 days from the date of presentation of the Invoice. ("Due Date for Invoice Payment"). Invoices shall be raised by the Power Producer according to the Tariffs described in Article 6.1

8.1.4 All payments will be made to the designated account of the Power Producer and needs to be done electronically only.

8.2 Late payment

For payment of Invoice, or other amounts due under this Agreement, if paid after Due Date for Invoice Payment, a late payment charge ("**Late Payment Charge**") shall be payable by the Offtaker to the Power Producer in addition to the due and unpaid Invoice. The Late Payment Charges shall be equal to the interest on the amount due to the Power Producer on unpaid Invoices or in case of default, such default amount as may be calculated as per Article 9.3. The rate of Interest shall be 1.5% per month, for the period from the Due Date for Invoice Payment till the date of actual payment. Such interest shall be computed and added to the Invoice of the subsequent month.

8.3 In the event, the Offtaker fails to pay the outstanding Invoice along with the Late Payment Charges within 45 days from the Due Date for last Invoice Payment, Power Producer shall have the right to utilize the PDC or invoke the Bank Guarantee provided as Security Deposit to the extent of such outstanding amount.

8.4 In the event Payment Security Guarantee is valid till Lock-in Period, the Offtaker;

(a) fails to pay the outstanding amount as mentioned under Article 8.3 and/or any amount is outstanding after deduction from the entire Payment Security Deposit; or

(b) fails to replenish the Security Deposits

The Power Producer shall be entitled to enter the Property to disconnect the Electricity supplied from the Delivery Point and remove all the Equipments along with its accessories comprising of the Solar Power Project. The Power Producer shall have further the right to terminate the Agreement within Lock-in Period. Under such termination within the Lock-in Period, the Off-taker shall pay the amount equal to the Annual Contracted Capacity for applicable Tariff till the end of Lock-in Period. The Offtaker agrees and undertakes that it shall,

(i) provide free and unfettered access to Power Producer or its representatives for the purpose of removal of such Equipments; and

(ii) promptly pay to the Power Producer all such amount as will be due under this Article 8.4 and under this Agreement;

8.5 In the event Payment Security Guarantee is not valid till Lock-in Period, the Offtaker;

(a) fails to pay the outstanding amount as mentioned under Article 8.3

The Power Producer shall be entitled to enter the Property to disconnect the Electricity supplied from the Delivery Point and remove all the Equipments along with its accessories comprising of the Solar Power Project. The Power Producer shall have further the right to terminate the Agreement within Lock-in Period. Under such termination within the Lock-in Period, the Off-taker shall pay the outstanding amount dues as per Article 8.3 and a further amount equal to the Annual Contracted

Capacity for applicable Tariff till the end of Lock-in Period. The Offtaker agrees and undertakes that it shall,

- (i) provide free and unfettered access to Power Producer or its representatives for the purpose of removal of such Equipments; and
- (ii) promptly pay to the Power Producer all such amount as will be due under this Article 8.5 and under this Agreement;

8.6 Disputes

In the event of a dispute as to the amount of any Invoice raised by the Power Producer, the Offtaker shall notify the Power Producer of the amount in dispute. However, the Offtaker shall pay the Power Producer 100% of the disputed Invoice amount within the Due Date for Invoice Payment and inform the Power Producer for such discrepancy and the discrepancy shall be jointly discussed and resolved. In the event of a genuine claim, such amount shall be adjusted in the subsequent Invoice. Disputes shall only be entertained on issues pertaining to Meter readings and not on the tariff for Electricity, which has already been agreed to upfront.

8.7 Prompt payment discount

There shall be a prompt payment discount of 0.25% of the Invoice amount if the payment is made within 05 working days from the date of issue of Invoice. The Prompt Payment Discount may not be applicable to any taxes, duties, arrears, or other non-Tariff charges that may apply.

ARTICLE 9: PLANT OPERATION AND MAINTENANCE

9.1 During the Term and subject to the provisions of this agreement, the Power Producer shall organise and carryout the operation and maintenance of the Solar Power Project either by itself or through the Power Producer Contractors, appointed by it. The plant operation and management shall be carried out on such frequency as deemed necessary by the Power Producer and with such Power Producer Contractors as will intimated to the Offtaker, from time to time.

9.2 It is agreed and understood by both parties that the Offtaker shall organize and arrange for personnel as will be required by the Power Producer for cleaning the solar pv modules installed in the Solar Rooftop Power Project. The Power Producer shall liable for the payment of such personnel, which shall be mutually agreed by the Parties. The Offtaker shall be liable for

monitoring the movement, safety and health of the personnel engage by it for the purpose mentioned herein this Article.

9.3 The Power Producer shall impart training to the personnel allocated for cleaning the modules. The Offtaker shall not shuffle such personnel frequently.

9.4 Response Time:

For breakdowns of the Solar Power Plant the Power Producer,

9.4.1 in case of minor breakdown, shall take necessary steps to solve all issues within 24 hrs through phone or email, from the time the issue has been notified by the Offtaker or identified by Power Producer.

9.4.2 In event of major breakdown:

9.4.2.1 shall strive to fix the problem within 3 working days (remotely if possible, or through personnel visit to the site) by the technician of Power Producer.

9.4.2.2 If any Equipment takes longer time to be replaced or repaired, such extra time beyond 3 days shall not be held as delay in response time and/or such loss in generation shall not be calculated as deficit generation.

ARTICLE 10: RELOCATION OF SOLAR POWER PLANT

10.1 In the event, Offtaker request the relocation of one or more Solar Power Plant from the Sites to new location, the Offtaker shall bear all cost arising from relocation, disassembling and re-installing and Commissioning of Solar Power Plants as per the price as shall be quoted by the Power Producer ("**Relocation Price**") as per the conditions of the new locations. The Offtaker undertakes not remove any Equipments of the Solar Power Plants on its own or through an external contractor, from the Sites at any time during the Term.

10.2 The Power Producer shall relocate the Equipments and the accessories of such identified Solar Plants as per the request of Offtaker, within 30 days from the payment of Relocation Price by the Offtaker. Such relocation shall not modify initial Plant Capacity as mentioned herein this Agreement.

10.3 Any interruption caused in generation of Electricity in the Solar Power Project during such relocation, shall not be held as a loss of generation as guaranteed under Article 9.4 and no compensation shall be payable by the Offtaker for such loss of generation, in any manner whatsoever. The Power Producer shall continue to raise the Invoice for the full capacity and the Offtaker agrees to pay the Invoice as per Deemed Generation, during the period of interruption for the affected Solar Power Plant(s).

ARTICLE 11: UNDERTAKINGS

11.1 Obligations of the Power Producer

Subject to the terms and conditions of this Agreement, the Power Producer undertakes and agrees to be responsible for:

- 11.1.1 Owning, Design, Engineering, procurement, installing and commissioning, operating and maintaining of the Solar Rooftop Power Project, including the Main Metering System during the Term of the Agreement at its own cost and risk;
- 11.1.2 Shall insure the Equipment's used to build the Solar Power Plants during the Term;
- 11.1.3 Timely performance of the Condition Subsequent under Article 3.2.2
- 11.1.4 Obtaining all Approval and Consents required to install and operate the Solar Rooftop Power Project and the Main Metering System, and all related equipment's and to maintain such Approvals and consents during the Term.
- 11.1.5 Supplying Electricity to the Offtaker in accordance with terms of this Agreement.
- 11.1.6 provide a Minimum Electricity Generation as mentioned in Article 9.4.

11.2 Obligations of the Offtaker

Subject to the terms and conditions of this Agreement, the Offtaker undertakes and agrees to ensure and be responsible for:

- 11.2.1 Timely performance of the Condition Subsequent under Article 3.2.1

- 11.2.2 Evacuating Electricity from each Delivery Point; and
- 11.2.3 Timely payment of all Invoices raised by the Power Producer under the provisions of this Agreement by the Due Date of Invoice Payment and to pay and the Late Payment Charges, if any.
- 11.2.4 Off-taking 100% of the electricity generated by the Solar Power Project and provide sufficient offtake to ensure 100% utilization of the Electricity produced by Solar Rooftop Power Project at all times, or pay as per Deemed Generation as per provision of Article 5.
- 11.2.5 Payment of all statutory taxes, duties, levies and cess, assessed/ levied on the Offtaker, its contractors or employees, that are required to be paid by the Offtaker as per the Applicable Law for procuring electricity as per the terms of this Agreement;
- 11.2.6 Providing all necessary assistance (including providing relevant data) to the Power Producer in setting up the Solar Rooftop Power Project in the Property providing temporary storage facilities for Equipment,
- 11.2.7 Providing 24X7 free ingress and egress to the Power Producer and Power Producers Contractor and sub-contractors, for carrying out the all the activities as mentioned in the Agreement.
- 11.2.8 Complying with all other respective obligations under this Agreement;
- 11.2.9 Providing clean water, as per the requirements of the Power Producer, for periodic cleaning of the solar module panels. Provide power during any Operation and Maintenance activities.
- 11.2.10 Provide adequate security to the Solar Rooftop Power Project and provide restricted access to their staff from accessing the Sites during the Term.
- 11.2.11 Ensuring adequate space for Equipment to ensure that other structures (whether constructed at a later date) do not partially or wholly shade any part of the Solar Power Plant. If such shading occurs, the Power Producer may, at its sole discretion, apply Deemed Generation as per Article 5.
- 11.2.12 Cooperating on non-monetary basis with the Power Producer in obtaining all necessary permissions to commission and operate Solar Rooftop Power Project.

Kumar Bhavanarayan Power Private Limited

Authorized Signatory


Secretary & Correspondent
Kakaraparti Bhavanarayana College
VIJAYAWADA-520 001.

11.2.13 Allow the Power Producer to bring any guests to view the Solar Rooftop Power Project during normal business hours, with prior information from the Power Producer.

11.2.14 During the Grid failure, periods, the Offtaker agrees to switch ON the DG sets to the capacity as mentioned by the Power Producer. When grid power is not available, the DG should be run during the day. This will ensure that solar power generated is consumed by the Offtaker.

ARTICLE 12: DELAY LIQUIDATED DAMAGES

12.1 If the Power Producer fails to commence supply of Electricity for the contracted capacity from 5 months of date of signing of this Agreement for reasons attributable to Power Producer, the Power Producer shall pay the Offtaker liquidated damages to the extent of difference between the Grid Tariff and Tariff for the time duration of delay ("**Delay Liquidated Damages**").

12.2 Parties agree that the above Delay Liquidated Damages are a genuine pre-estimate of damages that may be caused due to delay in supply of Electricity.

12.3 Delay Liquidated Damages will be calculated after carrying out a detailed delay analysis by both Parties. This delay analysis shall capture the delays not only by Power Producer, but also by Offtaker in performance of Condition Subsequent as mentioned in Article 3.2.1 and any other obligation under this Agreement. Any Delay Liquidated Damages shall be paid after such delay analysis is carried out.

12.4 Parties further agree that in no event shall Power Producer be liable for any indirect, remote, special, consequential, incidental or exemplary damages and any delay caused due to non-performance of Offtaker's obligation as provided under this Agreement.

ARTICLE 13: ASSIGNMENT AND NOVATION

13.1 Assignment

Notwithstanding anything contained herein, the Power Producer shall have the right to assign any part or whole of this Agreement (including rights over any assets hereunder), to any third party including, though not

Hulmiyan Bhanuj Power Private Limited

Authorized Signatory


Secretary & Correspondent
Hulmiyan Bhanuj Power Private Limited

restricted to any Affiliates, lender for the Project, Banks or other financing party ("Assignment"), with intimation to the Offtaker. Upon such notice, the Offtaker shall sign such additional documents or writings as may be required to give effect to such assignments, including any document tripartite or multipartite with the Affiliates or Banks or lenders of the Power Producer or its Affiliates. Cost of such compliance shall be borne by the Power Producer or its Affiliates.

13.2 Novation

The Parties agree and acknowledge that the Power Producer shall have the right to novate the Agreement to a financing party, and/or to transfer any or all of its rights and obligations under this Agreement to a financing party or any other third party ("**New Party**"), with the consent of the Offtaker. The Offtaker shall not unreasonably withhold such consent. Upon Novation, the New Party shall automatically and without any further action be entitled to all the same rights and assume the same obligations, under this Agreement, as if it were originally a party to this Agreement. Further, the Offtaker hereby agrees and undertakes that, promptly upon receiving a request from the Power Producer, it shall execute such further writings, deeds and/or agreements and take all such further actions as may be necessary for effecting or implementing the transfer of any or all of the Power Producer's rights and/or obligations under this Agreement to the New Party.

ARTICLE 14: SALE AND TRANSFER OF PROPERTY OR OF PARTIES

14.1 In the event Offtaker wished to sell or transfer the Property or any of the Sites within the Property on which Solar Power Plants are installed and Commissioned to any third Party, it shall take prior consent of the Power Producer. The Offtaker shall ensure that the third Party enter shall sign an identical Agreement with the Power Producer before the transfer of the Property or the Sites and there is no interruption in payments.

14.2 In the event, such an identical Agreement is not signed by the transferee prior to the transfer of the Property and if such sale and/or transfer is;

14.2.1 Post expiry Lock-in Period, the Offtaker shall buy the Equipment's of the Solar Power Project as per the table given in the Annexure-6.

14.2.2 Before expiry of Lock-in Period, the Offtaker shall buy the Equipment's of the Solar Power Project and shall also pay the tariff

For Myrah Shaanuj Power Private Limited

Authorized Signatory

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payable to Power Producer for the remaining period of the Lock-in Period.

14.3 If the Power Producer intends to sell the Equipments, then the new buyer(s) would enter into identical Agreement with the Offtaker. In the event, such an identical Agreement is not signed by the new buyer prior to the sale of the Equipments;

14.3.1 Before expiry Lock-in Period, the Power Producer shall pay to the Offtaker the differential tariff, i.e., Grid Tariff minus the Tariff for the remaining period of Lock-in Period.

14.4 If either the Offtaker or the Power Producer merges with any other entity, the terms of this agreement shall continue to be binding upon the merged entity.

ARTICLE 15: DAMAGE AND INTERRUPTION

15.1 In the event any of the Solar Power Plants are damaged by any act or negligence by the Offtaker, or any of its contractors, employees, visitors or affiliates, the Offtaker will be responsible for any cost of repairing the Solar Power Plant.

15.2 In the event of such damage if there is any reduction in the generation, the Offtaker will be charged and Invoices shall be raised as per Deemed Generation until the Solar Power Plant is restored to full capacity, and is responsible for paying the Invoices.

ARTICLE 16: FORCE MAJEURE

16.1 In this Agreement, "Force Majeure" means an exceptional event or circumstance:

- (i) which is beyond a Party's control;
- (ii) which such Party could not have reasonably foresee and prevent before entering into the Agreement;
- (iii) which, having arisen, such Party could not reasonably have avoided or overcome; and
- (iv) which is substantially not attributable to the Party.

16.2 Force Majeure may include, but is not limited to exceptional events or circumstances of the kinds listed below, so long as conditions stated in (i) to (iv) above have been satisfied:

- (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies;
- (ii) rebellion, terrorism, sabotage by persons other than Supplier's personnel, revolution, insurrection, military or usurped power, or civil war;
- (iii) riot, commission, disorder, strike or lockout by persons other than by Supplier's personnel;
- (iv) munitions of war, explosive material, ionizing, radiation or contamination by radio activity, except as may be attributable to Supplier's use of such munitions, explosives, radiation or radio-activity, and
- (v) natural catastrophes such as lightning, earthquake, hurricane, typhoon or volcanic activity.

16.3 Notwithstanding anything contained herein, the following shall not constitute a Force Majeure Event:

- (i) Delayed performance by the affected party of any of its obligation unless such delay is caused by a Force Majeure Event;
- (ii) Increased costs of the performance of a Party's obligations hereunder, including costs of equipment, material or labour;

16.4 The Party claiming the benefit of Article 16.1 must:

- (i) promptly give notice to the other Party specifying the cause and extent of its inability to perform any of its obligations under the Agreement and the likely duration of such non-performance. In the meantime, such Party must take all reasonable steps to remedy or mitigate the effects of Force Majeure event; and
- (ii) keep the other Party informed both at reasonable intervals and upon request by the other Party, of:
 - (a) the likely duration of the Force Majeure event;
 - (b) the action proposed to be taken by the Party in complying with its obligations under the provisions of the Agreement;
 - (c) the cessation of the Force Majeure event or the successful mitigation or minimization of the effects of the Force Majeure event; and
 - (d) any other matter that other Party may reasonably request in connection with the Force Majeure event.

16.5 In case the Force Majeure event continues for a period of 60 days from the date of notice under Article 16.4 above, the Party not affected by such event shall have the right to terminate the Agreement.

such other period extended by the Aggrieved Party) the Defaulting Party must remedy such material breach to the satisfaction of the Aggrieved Party.

18.2. Without prejudice to any of its other rights under this Agreement, the Aggrieved Party may terminate the Agreement forthwith, if,

18.2.1. the Defaulting Party has failed to cure the material breach within the mutually agreed time specified in the Default Notice;

18.2.2. the other Party is declared to be insolvent or goes into liquidation pursuant to Agreement by the court of competent jurisdiction or files for voluntary winding-up proceedings or has a receiving or administration contract made against it, by court of competent jurisdiction, or carries on business under a receiver, trustee or manager for the benefit of its creditors, or if any act is done or event occurs which (under Applicable Law) has a similar effect to any of these acts or events; or

18.3. Any of the Party can terminate this Agreement, by giving a prior notice of 30 days, in the event the Force Majeure event extends for more than consecutive sixty (60) days in aggregate;

18.4. Termination by Power Producer

18.4.1. Events of Default of Offtaker:

- (i) Non-fulfillment of Condition Subsequent as provided under Article 3.2.1;
- (ii) On occurrence of the event mentioned in Article 8.4 and 8.5;
- (iii) Failure to maintain the bank guarantee by the Offtaker issued in favour of the Power Producer;

18.4.2. Power Producer shall, on occurrence of any of the event of default as mentioned in 18.4.1 herein, issue a notice to Offtaker to rectify such default within 30 days or as mutually agreed timeline.

18.4.3. In the event the Offtaker fails to rectify such default, the Power Producer shall forthwith, terminate the Agreement.

18.4.4. Consequence of Termination by Power Producer

- (i) Termination post Lockin-Period

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The Offtaker, shall pay all the dues to Power Producer under this Agreement, by way of cash/ cheque within 30 days from such termination.

(ii) Termination within Lock-in Period

(a) the Offtaker shall pay all the dues to Power Producer under this Agreement, by way of cash/ cheque within 30 days from such termination.

(b) the Off-taker shall pay the amount equal to the Annual Contracted Capacity for applicable Tariff till the end of Lock-in Period by way of cash/ cheque within 30 days from such termination.

18.5. Termination by Offtaker

18.5.1. Events of Default of Power Producer:

Failure to generate any electricity from the Solar Rooftop Power Project continuously for 90 days, for any reason other than for Force Majeure or reasons beyond control of the Power Producer.

18.5.2. Offtaker shall, on occurrence of any of the following event of default as mentioned in Article 18.5.1 supra, issue a notice to Power Producer to rectify such default within 30 days or as mutually agreed timeline.

18.5.3. In the event the Power Producer fails to rectify such default, the Offtaker shall forthwith, terminate the Agreement.

18.5.4. Consequence of Termination by Offtaker

(iii) The Power Producer shall remove all the Equipments of the Solar Power Project within 30 days from such Termination. The Offtaker shall provide free and unfettered access to Power Producer or its representatives for the purpose of removal of such Equipments.

(iv) The Offtaker, shall pay all the dues to Power Producer by way of cash/ cheque, under this Agreement within 30 days from such termination.

18.6. On Termination of this Agreement under Article 18.4.1, the Power Producer may, at its discretion, offer the Offtaker to buy the Solar Rooftop Power Project along with all its Equipment, on "as it is" basis. In the event, Power Producers offers to sell the Solar Rooftop Power Project, the Offtaker buy

For, Mytrah Bhaanuj Power Private Limited

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Solar Rooftop Power Project with all the Equipment at the cost as detailed in Annexure 5.

(v) Termination due to expiry of Term of this Agreement

Upon Termination of this Agreement, the Power Producer shall start the process of transferring the asset on to the name of Offtaker. Such a transfer shall happen within 60 days post the termination of this agreement as per this Article.

ARTICLE 19: DISPUTE RESOLUTION & ARBITRATION

19.1 Governing law and Jurisdiction

This Agreement shall be governed by, interpreted and construed in accordance with the laws of Republic of India. Subject to the provisions of Article 19.2 below, the courts of Hyderabad shall have non-exclusive jurisdiction in relation to all matters arising out of this Agreement.

19.2 Arbitration

19.2.1 In the event of any dispute, disagreement, complaint or difference between the Parties, in respect of or concerning or connected with the interpretation or implementation or arising out of this Agreement or any Article or provision hereof, or relating to the termination hereof ("**Dispute**"), then such Dispute shall in the first instance be resolved amicably by the Parties.

19.2.2 In the event that the Parties are unable to resolve any Dispute amicably, within thirty (30) Business Days of initiation of negotiation, the same shall be referred to arbitration in accordance with the Arbitration & Conciliation Act, 1996, and any statutory modification or enactment thereof.

19.2.3 The arbitration shall be conducted by three arbitrators, two of who shall be appointed by the Parties respectively. The arbitrators so appointed shall mutually appoint the third, or presiding, arbitrator. The arbitration shall be held in Hyderabad and the language of arbitration shall be English. The award rendered in any arbitration commenced hereunder shall be final and conclusive. Each Party shall bear their part of cost of arbitration.

19.2.4 Parties will continue to perform their respective obligations under the Agreement during the arbitration proceedings.

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19.2.5 Each Party shall bear its own costs of the arbitration, including the costs incurred by the Parties in preparing and presenting their cases; provided, however, the arbitrator may order the expenses of the arbitration to be paid by the non-prevailing Party.

ARTICLE 20: REPRESENTATIONS AND WARRANTIES

Each of the Parties hereby represents and warrant to the other as follows:

- (a) They are duly organized and validly existing entities under the laws of India;
- (b) They have requisite power and duly authorised to execute, as will be evident from the Board resolution and perform this Agreement;
- (c) They are neither insolvent nor any proceedings of insolvency has been instituted threatened or pending against them;
- (d) This Agreement is duly executed and delivered and constitutes a legally valid and binding obligation enforceable in accordance with its terms;
- (e) There are no actions, suits, claims, petitions, court orders, decrees, judgments, arbitration awards that materially affect the performance of this Agreement;
- (f) neither the execution, delivery or performance nor the compliance of the terms and provisions this Agreement will:
 - (i) contravene any material provision of any law, statute, rule or regulation or any order, writ, injunction or decree of any court or governmental authority; or
 - (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument executed by the Parties or by which their or any of their properties or assets are bound; or
 - (iii) violate any provision of constitutional documents;
- (g) no order, consent, approval, license, authorization or validation of, or filing, recording or registration with or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorize, or is required in connection with, the execution, delivery and performance of this Agreement.

ARTICLE 21: MISCELLANEOUS

21.1 INDEMNITY

21.1.1 Either Party shall indemnify and hold harmless the other Party not in breach, as the case may be, its directors, officers, employees, agents, Affiliates and sub-contractors ("Indemnified Party") from and against all Claims, Losses, allegations, liabilities, obligations, costs and expenses (including, without limitation, attorney fees and costs) which arise out of or relate to:

- (i) breach of obligations under this Agreement;
- (ii) breach of Applicable Law;
- (iii) failure to pay Taxes;
- (iv) breach of representations and warranties;
- (v) sickness, disease, death or bodily injury to any person during performance of its obligation under the Agreement; or
- (vi) loss of or physical damage to property of any person during performance of its obligation under the Agreement
- (vii) anything else for which Supplier cannot at law limit or exclude its liability.

21.1.2 Party not in breach shall give prompt notice of any Claim as referred to in sub-Article 21.1 supra to the Party in breach, and shall provide all necessary information, documents and assistance, as may be reasonably available or possible, so that the Party in breach, at its option, may defend or settle such claims.

21.2 LIMITATION OF LIABILITY

21.2.1. The overall liability of Parties shall not exceed 100% of the value of the Annual Contracted Generation for the respective year (on which the Claims is raised) inclusive of input taxes, for Claims arising out of a breach of the terms of this Agreement.

21.2.2. Notwithstanding anything to the contrary contained elsewhere, Article 21.2.1 supra shall not limit liability of any Party towards any Claims arising out of:

- (i) Willful misconduct, gross negligence or fraud of any Party or
- (ii) Breach of Applicable Laws by the Parties.

21.2.3. Neither Party shall, under any circumstances whatsoever, be liable for any indirect or consequential losses of any nature whatsoever (including but not limited to loss of business, loss of profit, etc.) under this

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Authorized Signatory


Secretary & Correspondent
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Agreement.

21.3 CONFIDENTIALITY

21.3.1. Subject to Article 21.3.2, each Party shall keep the contents of this Agreement and all books, documents (whether electronic or in hard copy) and information made available to that Party for the purposes of entering into this Agreement or in the course of the performance of this Agreement ("**Confidential Information**") confidential, and shall not disclose the same to any other person without the prior written consent of the other Party.

21.3.2. Article 22.3.1, shall not apply in the following circumstances:

- (a) any disclosure is required by Applicable Laws or in respect of information already in the public domain;
- (b) any disclosure required by any applicable stock exchange listing rule; and
- (c) disclosure to a Affiliates, associated companies and lenders of Project, to the extent required for the purposes of raising funds or maintaining compliance with credit arrangements.

21.3.3. In the event of a disclosure is required by Applicable Law, upon reasonable request by the non-disclosing Party, the disclosing Party shall use all reasonable efforts and co-operate with other Party's efforts to obtain confidential treatment of material so disclosed.

21.3.4. Each Party shall utilise the same degree of care to preserve and protect the other Party's Confidential Information from disclosure that they use to protect their own Confidential Information, which will not be less than reasonable care.

21.4 NOTICES

21.4.1. Any notice or other communication required to be sent under this Agreement shall be sent or delivered to the receiving Party at the address set forth below. If any change in address occurs, intimation of the same shall be given to the other Party within ten (10) Business Days of the date of change in address.

21.4.2. Any notice or other communication shall be sent by registered post acknowledgement due, email, facsimile or by an internationally recognized courier.

21.4.3. Any notice required to be given by the Parties hereunder shall be in writing and unless otherwise specified in this Agreement all notices referred in this Agreement or other communications shall be deemed to have been duly

given or made:

- (i) on the expiry of seven (7) Business Days after posting, if sent by registered post;
- (ii) if delivered by email, the day immediately after the date of confirmation of transmission recorded on the sender's computer in case of email transmission;
- (iii) on the expiry of 3 (three) Business Days after posting, if sent by internationally recognized courier; and
- (iv) if delivered by facsimile, when the activity report confirms successful transmission.

21.4.4. Unless otherwise notified in accordance with this Article 21.4, all notices referred to in this Agreement shall be addressed to:

(i) **Power Producer:**
Solar BD
Mytrah Bhaanuj Power Private Limited
8001, Q City, S.No 109, Nanakaramguda,
Gachibowli, Hyderabad - 500032
Telephone No: 040 - 33760100
Fax No: 040 - 33760101

(ii) **Offtaker:**
SVSM RAZITH KUMAR
Secretary & Correspondent,
KBN COLLEGE,
VIJAYAWADA - 520 001

21.5. Entire Agreement

This Agreement, together with its Schedules, constitutes the entire Agreement between the Parties with respect to the subject matter, and supersedes all prior oral or written agreements and understandings between the Parties.

21.6. Variation

No modification or amendment of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by the Parties.

21.7. Relationship

For Mytrah Bhaanuj Power Private Limited

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Nothing in this Agreement shall be deemed to constitute a joint venture, corporation, partnership, agency relationship, exclusive business arrangement or any other relationship between the Parties, unless expressly stated in writing. The Parties shall act as independent contractors, on a principal-to-principal basis. No Party has the authority to act for or bind the other Party, or incur any debt or liability in the name of or on behalf of the other Party.

21.8. Severance

If for any reason any provision contained in this Agreement is declared illegal, void or unenforceable, all other provisions contained in this Agreement shall not be affected and accordingly shall remain in full force and effect. Schedules of this Agreement constitutes part of this Agreement. In the event of any conflict between the provisions of this Agreement and the Schedules, the provisions of this Agreement shall prevail to the extent of such conflict.

21.9. Business Ethics


Both Parties agree that neither they by themselves nor through their employees, officers, agents or consultants shall provide or seek any illegitimate gain/untoward favour to the other or to any third party in respect of any benefit, undue compliance, release of any favours (in the nature of cash or kind). It is understood that such acts are strictly prohibited and if any Party is found guilty of such acts, it will result in the breach of this Agreement by such Party and shall allow the non-guilty Party to seek termination of this Agreement. In the event either Party becomes aware of or suspects commission of such acts, it shall immediately inform the other Party and mutually arrive at a course of action to be adopted by the Party.

21.10. Survival

The provisions of this Agreement relating to Articles 18.6, 19, 21.3, 21.4, and 21.10_ shall survive termination or expiry of this Agreement.

For Mytran Bhaanuj Power Private Limited

Authorized Signatory


Secretary & Correspondent
Mytran Bhaanuj Power Private Limited
Plot No. 12/13, Sector 10, Gurgaon

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized officers as of the date and place given below.

Power Producer	Offtaker
<p>For and on behalf of</p> <p>Mytrah Bhaanuj Power Private Limited</p> <p>For Mytrah Bhaanuj Power Private Limited</p> <p><i>Rishi S</i></p> <p>Authorized Signatory</p> <p>Mr. <i>Ravi Chandra S</i></p> <p>Date: <i>23/8/17</i></p> <p>Place: <i>Hyderabad</i></p>	<p>For and on behalf of</p> <p>Kakarapatri Bhavanarayana College</p> <p>Secretary & Correspondent</p> <p>Kakarapatri Bhavanarayana College,</p> <p>VIJAYAWADA-520001</p> <p><i>SUCHI RASITH KUMAR</i></p> <p>Date: <i>20/8/17</i></p> <p>Place: <i>Vijayawada</i></p>
<p>Witnesses: <i>[Signature]</i></p> <p>Name: <i>Pavan Kumar Pusala.</i></p> <p>Address: <i>Hyderabad.</i></p>	<p>Witnesses: <i>[Signature]</i></p> <p>Name: <i>N. SRINIVAS RAO</i></p> <p>Address: <i>VIJAYAWADA.</i></p>

For Mytrah Bhaanuj Power Private Limited

Rishi S

Authorized Signatory

[Signature]

Secretary & Correspondent

Kakarapatri Bhavanarayana College,

VIJAYAWADA-520001.

ANNEXURE 1: TARIFF SCHEDULE

The table below shows the Tariff (as per Article 6) applicable in each year of the Agreement.

Contract Year	Applicable Escalation % for each year [%]	Tariff (INR/kWh)
1	0	4.15
2	0	4.15
3	0	4.15
4	0	4.15
5	0	4.15
6	0	4.15
7	0	4.15
8	0	4.15
9	0	4.15
10	0	4.15
11	0	4.15
12	0	4.15
13	0	4.15
14	0	4.15
15	0	4.15

MEIL/RFTP/OX/BT/Ver-2/RD:12-04-2017

For **Hydro Electric Power Private Limited**



Authorized Signatory

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Secretary & Correspondent
Kakaraparti Bhavanarayana College,
VIJAYAWADA-520 001.

ANNEXURE 2: PLANT LOCATIONS

The Solar Power Plants is to be installed at the Property:

- i. Google maps images
- ii. Land survey
- iii. Roof layout attachment

ANNEXURE 3: ANNUAL CONTRACTED GENERATION & MINIMUM ELECTRICITY GENERATION & DEGRADATION TABLE

The table below shows the Tariff (as per Article 6) applicable in each year of the Agreement.

Contract Year	Annual Contracted Generation [kWh]	Applicable Degradation rate for each year [%]	Minimum Electricity Generation [kWh]
1	224400	6	210936
2	222156	6	208827
3	219934	6	206738
4	217735	6	204671
5	215558	6	202624
6	213402	6	200598
7	211268	6	198592
8	209155	6	196606
9	207064	6	194640
10	204993	6	192694
11	202943	6	190767
12	200914	6	188859
13	198905	6	186970
14	196916	6	185101
15	194947	6	183250


Authorized Signatory


Secretary & Correspondent
Kakaraparti Bhavanarayana College,
VIJAYAWADA-520 001.

Annexure 7: CONDITIONS OF LEAVE AND LICENCE

1. LEAVE AND LICENCE

As required under the terms of the PPA and in consideration of the License Fee, the Off-taker does hereby reserve, grant, demise and Leave and License of the Sites unto the Power Producer. Off-taker shall handover the peaceful and encumbrance free possession of the Sites to Power Producer within 15days from the Effective Date.

2. TERM

The Leave and License shall be valid for a period of Agreement commencing from the Effective Date unless this Agreement is terminated in accordance with Clause 18 herein ("Term of Leave and License").

3. LICENSE FEE

- 3.1. The Power Producer shall pay to the Off-taker, an annual fee of Rs.1/- (Rupees: One only) ("License Fee") plus service tax/GST as applicable on the Effective Date.
- 3.2. License Fee shall be paid at the beginning of each year and for the first year it shall be paid on date of handover of the peaceful and encumbrance free possession of the Sites as mentioned in clause 1 of this Annexure 7.
- 3.3. The amount of License fee shall be fixed for the Term of Leave and License.

4. POWER PRODUCER'S COVENANTS

The Power Producer shall;


- 4.1. Maintain its own equipment and furnishings at its own cost;
- 4.2. Use the Sites for the purposes as mentioned in the Agreement;
- 4.3. On the expiry of the Term or earlier termination of the Agreement as per the Terms, the Power Producer shall act as per provision of clause 18 of this Agreement;

MEIL/RFTP/OX/B1/Ver-2/RD:12-04-2017

For Myran Bhanuj Power Private Limited


Authorized Signatory

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Secretary & Correspondent
K. Karabari Bhavaniarayana College
VILAYANADA-520 004.

- 4.4. Sub-let, assign, license, sub-license, mortgage, pledge, induct any third person or otherwise part with the possession of the whole or/and part of the Sites, if required for the purposes mentioned under this Agreement, only with prior intimation to the Off-taker. Such permission shall not be unreasonably withheld or refused by the Off-taker;
- 4.5. Inspect the Sites post setting up of Solar Rooftop Power Project and shall carryout the suitable repair to the damages, if any, caused during the installation of equipment at the Site.

5. OFF-TAKER'S COVENANTS

The Off-taker agrees to ensure the following:

- 5.1. The Power Producer shall have the unrestricted right and access to occupy, use and enjoy the Sites for the purpose of this Agreement without any obstruction from the Off-taker or any other party claiming through the Off-taker during the Term of the Leave.
- 5.2. It shall pay all existing and future property taxes, building related taxes, municipal property tax, in respect of the Sites payable to the concerned Government Instrumentality as per the Applicable Laws;
- 5.3. It shall pay for all major repairs such as structural repairs, civil work or bursting of sewerage/ electrical /water pipes concerned with the Sites (the external structural repairs are the responsibility of Off-taker. If the Off-taker does not attend to such major repairs, as pointed out by the Power Producer in writing, within a reasonable time, then the Power Producer may get the repairs done and the Off-taker shall reimburse the Power Producer of such costs as per actuals based on submissions of invoices;
- 5.4. That the Off-taker has not concurrently provided the Sites to any other third-party other than the Power Producer.

6. Miscellaneous

- 6.1. Except to the extent as mentioned hereinabove, all other terms and conditions of the Agreement shall be applicable to the Condition of Leave and Licence, as the case may be, for the Site provided by the Off-taker to the Power Producer.
- 6.2. In case of any conflict between the terms of this Agreement and the Condition of Leave and Licence as mentioned in this Annexure 7, the term of the Agreement shall prevail to the extent of such conflict.


Authorized Signatory


Authorized Signatory

LED BULBS – PURCHASE BILLS

Tax Invoice

(ORIGINAL FOR RECIPIENT)

SMART HOMES - (22 - 23)

Distributor : PANASONIC LED Lighting
 # 9-76-1 Opp Indusind Bank
 Vinnakota Vari Chowk
 Vijayawada
 GSTIN/UIN: 37AANFV2931J1ZQ
 State Name : Andhra Pradesh, Code : 37
 Contact : 9014889900,8463998800
 E-Mail : vfoursmarthomes@gmail.com

Consignee (Ship to)

K B N College
 Kothapeta, Vijayawada
 GSTIN/UIN : 37AABAS1653D1ZR
 State Name : Andhra Pradesh, Code : 37

Buyer (Bill to)

K B N College
 Kothapeta, Vijayawada
 GSTIN/UIN : 37AABAS1653D1ZR
 State Name : Andhra Pradesh, Code : 37
 Place of Supply : Andhra Pradesh

Invoice No. V4/2023-24/348	Dated 23-Jun-23
Delivery Note	Mode/Terms of Payment
Reference No. & Date.	Other References
Buyer's Order No.	Dated
Dispatch Doc No.	Delivery Note Date
Dispatched through	Destination
Terms of Delivery	

Sl No.	Description of Goods	HSN/SAC	GST Rate	Quantity	Rate	per	Disc. %	Amount
1	LED Batten THEA 20w 6500k	94051010	18 %	25 nos	139.83	nos		3,495.75
								CGST 314.62
								SGST 314.62
								Round Off 0.01
								₹ 4,125.00
Total								25 nos



Handwritten signature and initials

Amount Chargeable (in words)

INR Four Thousand One Hundred Twenty Five Only

E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
94051010	3,495.75	9%	314.62	9%	314.62	629.24
Total	3,495.75		314.62		314.62	629.24

Tax Amount (in words) : **INR Six Hundred Twenty Nine and Twenty Four paise Only**

Company's Bank Details

Bank Name : **Axis Bank**
 A/c No. : **916020002520047**
 Branch & IFS Code: **BENZ CIRCLE & UTIB0000069**

Declaration

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

for V4 SMART HOMES - (22 - 23)

Authorized Signatory

Tax Invoice

(ORIGINAL FOR RECIPIENT)


V4 SMART HOMES
 Distributor: PANASONIC LED Lighting
 # 9-76-1 Opp Indusind Bank
 Vinnakota Vari Chowk
 Vijayawada
 GSTIN/UIN: 37AANFV2931J1ZQ
 State Name: Andhra Pradesh, Code: 37
 Contact: 9014889900, 8463998800
 E-Mail: vfoursmarthomes@gmail.com

Consignee (Ship to)
K B N College
 Kothapeta, Vijayawada
 GSTIN/UIN : 37AABAS1653D1ZR
 State Name : Andhra Pradesh, Code : 37

Buyer (Bill to)
K B N College
 Kothapeta, Vijayawada
 GSTIN/UIN : 37AABAS1653D1ZR
 State Name : Andhra Pradesh, Code : 37
 Place of Supply : Andhra Pradesh

Invoice No. V4/2023-24/708	Dated 15-Sep-23
Delivery Note	Mode/Terms of Payment
Reference No. & Date.	Other References
Buyer's Order No.	Dated
Dispatch Doc No.	Delivery Note Date
Dispatched through	Destination

Terms of Delivery

SI No.	Description of Goods	HSN/SAC	GST Rate	Quantity	Rate	per	Disc. %	Amount
1	Led A/L Panel Light 10w 6000k S Step	94051010	18 %	2 nos	334.75	nos		669.50
								60.26
								60.26
								(-).02
	CGST							
	SGST							
	Round Off							
	<i>Less:</i>							
								
	<i>u/s</i>							
	<i>u/s</i>							
	<i>u/s</i>							
	Total			2 nos				₹ 790.00

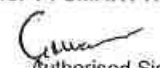
Amount Chargeable (in words) **INR Seven Hundred Ninety Only** E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
94051010	669.50	9%	60.26	9%	60.26	120.52
Total	669.50		60.26		60.26	120.52

Tax Amount (in words) : **INR One Hundred Twenty and Fifty Two paise Only**

Company's Bank Details
 Bank Name : **Axis Bank**
 A/c No. : **916020002520047**
 Branch & IFS Code: **BENZ CIRCLE & UTIB0000069**

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

for V4 SMART HOMES

 Authorised Signatory

Tax Invoice

(ORIGINAL FOR RECIPIENT)

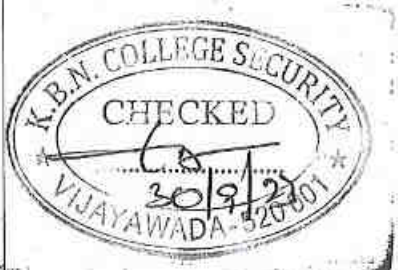
SMART HOMES
 Distributor : PANASONIC LED Lighting
 # 9-76-1 Opp Indusind Bank
 Vinnakota Vari Chowk
 Vijayawada
 GSTIN/UIN: 37AANFV2931J1ZQ
 State Name : Andhra Pradesh, Code : 37
 Contact : 9014889900,8463998800
 E-Mail : vfoursmarthomes@gmail.com

Consignee (Ship to)
K B N College
 Kothapeta, Vijayawada
 GSTIN/UIN : 37AABAS1653D1ZR
 State Name : Andhra Pradesh, Code : 37

Buyer (Bill to)
K B N College
 Kothapeta, Vijayawada
 GSTIN/UIN : 37AABAS1653D1ZR
 State Name : Andhra Pradesh, Code : 37
 Place of Supply : Andhra Pradesh

Invoice No. V4/2023-24/767	Dated 28-Sep-23
Delivery Note	Mode/Terms of Payment
Reference No. & Date.	Other References
Buyer's Order No.	Dated
Dispatch Doc No.	Delivery Note Date
Dispatched through	Destination
Terms of Delivery	

Sl No.	Description of Goods	HSN/SAC	GST Rate	Quantity	Rate	per	Disc. %	Amount
1	LED Bulb 12w 6500k Sph E27	85395000	18 %	4 nos	63.56	nos		254.24
								22.88
								22.88
	Total			4 nos				₹ 300.00



CGST
SGST

Handwritten signature

Handwritten signature

Amount Chargeable (in words) **INR Three Hundred Only** E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
85395000	254.24	9%	22.88	9%	22.88	45.76
Total	254.24		22.88		22.88	45.76

Tax Amount (in words) : **INR Forty Five and Seventy Six paise Only**

Company's Bank Details
 Bank Name : **Axis Bank**
 A/c No. : **916020002520047**
 Branch & IFS Code: **BENZ CIRCLE & UTIB0000069**

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

for V4 SMART HOMES

 Authorised Signatory

Tax Invoice

(ORIGINAL FOR RECIPIENT)

V4 SMART HOMES
 Distributor : PANASONIC LED Lighting
 # 9-76-1 Opp Indusind Bank
 Vinnakota Vari Chowk
 Vijayawada
 GSTIN/UIN: 37AANFV2931J1ZQ
 State Name : Andhra Pradesh, Code : 37
 Contact : 9014889900,8463998800
 E-Mail : vfoursmarthomes@gmail.com

Consignee (Ship to)
K B N College
 Kothapeta, Vijayawada
 GSTIN/UIN : 37AABAS1653D1ZR
 State Name : Andhra Pradesh, Code : 37

Buyer (Bill to)
K B N College
 Kothapeta, Vijayawada
 GSTIN/UIN : 37AABAS1653D1ZR
 State Name : Andhra Pradesh, Code : 37
 Place of Supply : Andhra Pradesh

Invoice No. V4/2023-24/866	Dated 19-Oct-23
Delivery Note	Mode/Terms of Payment
Reference No. & Date.	Other References
Buyer's Order No.	Dated
Dispatch Doc No.	Delivery Note Date
Dispatched through	Destination
Terms of Delivery	

Sl No.	Description of Goods	HSN/SAC	GST Rate	Quantity	Rate	per	Disc. %	Amount
1	LED Batten THEA 20w 6500k ✓	94051010	18 %	10 nos	144.07	nos		1,440.70
								CGST 129.66
								SGST 129.66
	Less: Round Off							(-0.02)
	Total			10 nos				₹ 1,700.00



Handwritten signature and initials

Amount Chargeable (in words) **INR One Thousand Seven Hundred Only** E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
94051010	1,440.70	9%	129.66	9%	129.66	259.32
Total	1,440.70		129.66		129.66	259.32

Tax Amount (in words) : **INR Two Hundred Fifty Nine and Thirty Two paise Only**

Company's Bank Details
 Bank Name : **Axis Bank**
 A/c No. : **916020002520047**
 Branch & IFS Code: **BENZ CIRCLE & UTIB0000069**

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

Handwritten signature

for V4 SMART HOMES

 Authorised Signatory

SENSOR BASED LIGHTS – PURCHASE BILLS

Tax Invoice

(ORIGINAL FOR RECIPIENT)

SMART HOMES
 Distributor : PANASONIC LED Lighting
 # 9-76-1 Opp Indusind Bank
 Vinnakota Vari Chowk
 Vijayawada
 GSTIN/UIN: 37AANFV2931J1ZQ
 State Name : Andhra Pradesh, Code : 37
 Contact : 9014889900,8463998800
 E-Mail : vfoursmarthomes@gmail.com

Consignee (Ship to)
K B N College
 Kothapeta, Vijayawada
 GSTIN/UIN : 37AABAS1653D1ZR
 State Name : Andhra Pradesh, Code : 37

Buyer (Bill to)
K B N College
 Kothapeta, Vijayawada
 GSTIN/UIN : 37AABAS1653D1ZR
 State Name : Andhra Pradesh, Code : 37
 Place of Supply : Andhra Pradesh

Invoice No. V4/2023-24/933	Dated 3-Nov-22
Delivery Note	Mode/Terms of Payment
Reference No. & Date.	Other References
Buyer's Order No.	Dated
Dispatch Doc No.	Delivery Note Date
Dispatched through	Destination
Terms of Delivery	

Sl No.	Description of Goods	HSN/SAC	GST Rate	Quantity	Rate	per	Disc. %	Amount
1	LED Batten THEA 20w 6500k	94051010	18 %	25 nos	144.07	nos		3,601.75
2	Havelles I Magic Batten 20w 6500k	94051100	18 %	10 nos	322.03	nos		3,220.30
								6,822.05
								613.99
								613.99
								(-).003
	<i>Less :</i>							
	CGST							
	SGST							
	Round Off							
	<i>Utsav</i>							
	<i>[Signature]</i>							
	Total			35 nos				₹ 8,050.00

Amount Chargeable (in words)

INR Eight Thousand Fifty Only

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
94051010	3,601.75	9%	324.16	9%	324.16	648.32
94051100	3,220.30	9%	289.83	9%	289.83	579.66
Total	6,822.05		613.99		613.99	1,227.98

Tax Amount (in words) : **INR One Thousand Two Hundred Twenty Seven and Ninety Eight paise Only**

Company's Bank Details
 Bank Name : **Axis Bank**
 A/c No. : **916020002520047**
 Branch & IFS Code : **BENZ CIRCLE & UTIB0000069**

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

for V4 SMART HOMES
[Signature]
 Authorised Signatory