



LINGAYA'S
VIDYAPEETH

Deemed-to-be University
u/s 3 of UGC Act 1956

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LINGAYA'S VIDYAPEETH,
FARIDABAD

NATIONAL ASSESSMENT ACCREDITATION COUNCIL
SSR (2nd CYCLE)

INDEX

Key Indicator – 7.1 Institutional Values and Social Responsibilities

Metric	Particular	
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	
S.No	Relevant Document	Page No
1	Permission document for connecting to the grid from the Government/ Electricity authority	2-24



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प्रमाण मुद्रांक कार्यालय, मुंबई
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SOLAR POWER PURCHASE AGREEMENT

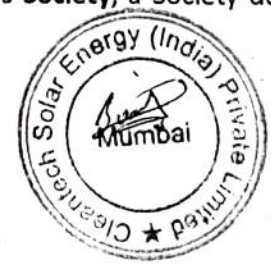
श्रीमती उल्का पाटील

This Solar Power Purchase Agreement made on February 13, 2015 ("Effective Date"),
is entered into between:

M/s. Cleantech Solar Energy (India) Private Limited, a company incorporated under the Indian Companies Act, 2013 having its registered office at 402-A, 4th Floor, A-Wing, Poonam Chambers, Dr. A.B. Road, Worli, Mumbai - 400018, Maharashtra, India (hereinafter referred to as "Seller", "Investor", or "Power Producer" which term shall include its legal heirs, administrators, executors, successors and assigns) represented by its Director, Bala Vamsi Tatavarthy.

And

Lingaya's University, having its Campus at Village Nachauli, Old Faridabad -- Jasana Road, Faridabad, Haryana- 121002, under the Lingaya's Society, a Society duly registered



under the Societies Registration Act 1860, having its registered office at P-2, Kh. No. 30, Saidulajab, Near Saket Metro Station, New Delhi 110 030. Lingaya's University is a Deemed to be University under Section 3 of the UGC Act, 1956 (hereinafter referred to as "Client" or "Buyer" which term shall include legal heirs, administrators, executors, successors and assigns) represented by its Registrar, Ms. Seema Bushra.

Seller and Buyer are individually referred to as "Party" and collectively referred to as "Parties".

WHEREAS the Buyer is the owner of the property located at Lingaya's University, Nachauli, Old Faridabad-Jasana Road, Faridabad, Haryana 121002, within the Buyer premises (hereinafter referred to as, "the Project Site") where Buyer is willing to make the rooftop of the Project Site available to Seller for the construction, operation and maintenance of a solar powered electricity generating project of 250kWp minimum capacity (hereinafter, "the Project") and to Purchase from Seller the electrical energy produced by the said Project as per the requirement of the Buyer;

AND WHEREAS Seller has offered to develop, fund, design, construct, and operate the said Project on the Project Site which is described and depicted in Exhibit 1, hereto, and to sell to the Buyer electrical energy generated by the Project as per its requirement at a cost as agreed vide this agreement;

AND WHEREAS the Buyer has accepted the above proposal of Seller as per the terms and conditions contained in this Agreement:

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES AND UNDERTAKINGS HEREIN, WHICH THE PARTIES ACKNOWLEDGE TO BE GOOD AND ADEQUATE CONSIDERATION FOR THIS AGREEMENT, THE PARTIES HAVE AGREED AS FOLLOWS:

1. Definitions

- a. **Project:** 250 kWp solar photovoltaic power project on the rooftop of Client's property (the "Project") for sale of electricity thus generated under long term Power Purchase Agreement ("PPA") to the Client. In light of the Client's requirement, Investor proposes to construct the Project on a Build-Own-Operate (BOO) basis.



- i. Solar plant & ancillary equipment with agreed terminal points will be as per the scope and specification to be defined in Exhibit 2 and will consist of all equipment necessary to deliver the electricity generated at the specified Delivery Point.
- b. **Agreement / Power Purchase Agreement / PPA / Contract:** refers to this Agreement executed between the Parties. PPA will be a long-term contract under which the Client will buy the power generated by the Investor from the Project, for the Term of the Project.
- c. **EPC Company:** SunSource Energy Private Limited, which will undertake EPC for the Project to be developed and constructed by the Investor
- d. **Delivery Point:** Delivery Point of the project shall be at the AC distribution board, which is fed with AC output of the inverter(s) of the project and connected to LT panel at 430 Volts AC, three-phase. Separate delivery points may be there for several units/roofs. For this Project, Metering Point shall be the Delivery point(s) where the energy injected to the Client's loads is being metered & recorded by the Power Producer.
- e. **Commercial Operation Date (or "COD"):** The date on which last unit/block of solar panels becomes available for commercial operations for supplying electricity to the Client. A prior written notice of the COD at least 7 days in advance shall be given by the Power Producer to the Client.
- f. **Demarcated Area:** The area that has been earmarked for the installation of the Project (solar panels and all associated / ancillary equipment).
- g. **Area of Influence:** An area of beyond the demarcated area where any modification of existing construction or fresh structures or fresh construction may cause shading or directly impacts the Project's performance after the Effective Date.
- h. **Term:** This Contract shall start to be in effect from the Effective Date. It shall expire at the end of 15th year counted from COD as defined above, unless terminated earlier or extended further as per the contract. For example, if COD is April 15, 2015, Term shall begin on Effective Date and end on April 15, 2030.



- i. **Useful Life:** Useful life of the Project shall be 25 years, counted from the COD defined above.
- j. **Conditions Precedent:** The obligations of the Parties under this Contract, are subject to the satisfaction or waiver of all conditions precedent given elsewhere in this Term Sheet.

2. Transaction Structure:

- a. Investor will make the entire investment for design, supply, engineering, installation and commissioning of the Project and for Operation and Maintenance of Project on BOO basis for the entire Term of this PPA.
- b. At the end of the Term of the PPA, ownership of Project may be transferred to Client at a mutually agreed value. All taxes and charges, if any, levied on the transfer of the asset shall be to the account of the Client.

3. Term of Agreement:

- a. The term of this Agreement shall be divided into
 - i. The installation period and
 - ii. The operational period.
- b. The installation period shall commence from the date on which possession of the Project Site, in condition suitable for the Project and free of any hazardous materials, is handed over to Seller by the Buyer. Seller shall complete the installation of the project within a period of 4 months from the date of possession of the Project Site.
- c. The operational period shall commence from the COD and shall, subject to this Agreement, continue thereafter for a period of fifteen years.

4. Project Site:

- a. Project Site refers in general to the premises where the Solar Project is installed, and specifically to the rooftop, cable paths and connection points where different material is installed and necessary for delivery of energy to the Buyer.



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- b. Throughout the operational period, Seller shall, in consideration of this Agreement, be deemed to be a Seller in possession of the Project Site and shall sell to the Buyer, and the Buyer shall purchase from Seller, electrical energy under the terms of this Agreement.
- c. The Parties agree that the Project including all solar panels and other equipment installed by Seller or placed at the project site or at any other place by mutual consent shall remain the movable property of Seller at all times and shall not be deemed to be permanently fixed or attached to the Project Site or to any premises of the Buyer. In the event that Seller considers the project site to be in an unsustainable condition after it is handed over the project site, it shall provide reasons to the Buyer in writing. The detailed size, list and layout of all equipment installed at the Project Site will be provided at COD in Exhibit 2.
- d. The Buyer shall provide security for the Project as part of its regular campus security. The Buyer shall inform Seller immediately of any damage to the Project, and shall be responsible to Seller for the safety of the project. The Buyer shall reimburse Seller the replacement cost of any damage or loss to the Project by reason of vandalism if not covered by insurance. Seller shall be responsible for the maintenance of the project site.

5. Rooftop Access Rights

- a. **Rooftop Area:** The Buyer shall provide adequate rooftop space for installation of the project as per Project Specification (Exhibit 2). The Buyer shall at all times maintain legal possession of these rooftops, free from any lien and encumbrances and have the right to further provide the right to use these on long term basis to Power Producer for implementing the Project.
- b. **Rooftop Lease:** The Buyer gives the Seller the full right and access to the Rooftop Area needed by the Seller to design, install, own and operate the Project for the Term of this Contract/PPA, plus some additional reasonable time required to design, install, commission & decommission the Project. For this purpose, the Parties shall enter into a separate Rooftop License and



Easement Agreement (RLEA) to secure long-term availability of shadow-free rooftop space as required by Seller for the Term of the PPA.

- c. **Lack of Shading:** Buyer shall ensure that there is no shading on the rooftop from future equipment or construction in the Demarcated Area for the Project or the Area of Influence. The Buyer shall keep Seller informed in case there is any plan for any such modification carried in the Demarcated Area or the Area of Influence, and will move forward with such modification only after written agreement of the Seller.
- i. If shading of panels occurs during the Term, any lost generation will be treated as Deemed Generation calculated as per clause 9e below.
 - ii. In case some structures, obstructions etc come up beyond the Area of Influence not caused by the Buyer then the adverse impact on project shall be mutually discussed and contract renegotiated between the parties,
- d. **Right To Use:** The Buyer recognizes that the Seller's investment in the Project asset to be installed on the Demarcated Area is predicated to the right to use and shadow free access to the Demarcated Area and Area of Influence for the Term of the PPA.
- i. Recognizing this, Buyer will not attempt to make the Seller alienate, reduce its rights under the RLEA or this Contract to the rooftops during the Term. Buyer will not attempt to change/shift project location of the rooftop solar project for a period of at least 5 years beginning from the COD of the project failing which it shall be counted as Buyer's event of default for which Seller has the right to terminate the contract with due compensation as per Clause-13.
- e. **Structural Integrity of Rooftop:** Buyer shall provide a certificate confirming /evidencing that the rooftop/ structure with the Demarcated Area on which Project is to be installed has sufficient load bearing capacity to support the Project.



6. Interfacing and evacuation facilities:

- a. The Project will be electrically interfaced and synchronized with the existing connected load and the back-up power DG sets if any that are operated by the Buyer, as shown in Exhibit 2. Seller shall, in consultation with the Buyer and with prior approval of relevant authorities, fix the point of delivery of electrical energy from the project.
- b. It is further agreed that the works of interconnecting the Project up to the point of delivery shall be executed by Seller.
- c. Seller shall comply with all applicable statutory technical standards. It shall be the responsibility of Seller to take all/any statutory approvals from the concerned authorities required for the Project.
- d. Seller does not warrant or guarantee the amount of electrical energy that would be produced by the Project on any hourly, daily, monthly or other basis. The parties agree that Seller is not a public utility and does not assume any of the obligations of a public utility to supply Buyer's requirements of electrical energy.

7. Operations and Maintenance (O&M):

- a. Seller will be responsible for carrying out all Operation & Maintenance activities related to the Project.
- b. Seller will carry out scheduled O&M activities, as well as remote monitoring of the performance of the Project and on request shall provide such performance data on the Project to the Buyer as may be reasonably required by the Buyer.
- c. Seller will also carry out all unscheduled O&M activities, necessitated from time to time as required, within 24 hours of the need for unscheduled O&M activity being reported.
- d. The Buyer agrees to provide uninterrupted access to all areas on the Buyer's facilities (including rooftop with array, cabling, conduits, and LT panel where



solar is fed into the Buyer's electrical system), which are necessary for O&M activities.

- e. During Buyer premises hours / time period when students are present in Buyer, Seller personnel would require permission from the Buyer for access. Seller shall not be liable for any defect or default in service arising from the absence of such access or any obstruction thereto. At any point, Seller shall intimate the Buyer's designated point of contact to gain access to the Project Site.

8. Metering & Billing Arrangements:

- a. Seller shall provide a main meter which shall be housed in the AC Distribution board to measure the delivered quantum of energy to the Client for sale. This would be known as "Delivery Point". Given that the solar arrays will be installed on multiple rooftops, more than one Delivery Points will be involved, each with a specific meter.
- b. Electricity generated shall be delivered and metered at Delivery Point(s), and one meter will be installed per Delivery Point.
- c. Client may exercise the option to provide a check meter at its own cost for purposes of separate recording of delivered quantum of energy at the Delivery Points. The main meter for the measurement of delivered energy at the Delivery Point shall be maintained and calibrated by the Power Producer
- d. Please refer to Exhibit 2 (to be finalized after detailed design is completed) for the location of the Delivery Points. "Metering System" will consist of a physical meter which will measure energy generation by the Project.
- e. The Metering System shall also include an auxiliary "remote monitoring" system that will make available for online web-based review, the solar power generation from the Project. Remote monitoring of data will provide a "backup" reading for the physical meter readings.
- f. Meters in the Metering System will record energy flow as per the standards / procedures stipulated in the Central Electricity Authority's (Installation and



Operation of Meters) Regulations 2006 and regulations/ directions issued by the Commission thereon, in respect of type, ownership, location, accuracy class, installation, operation, testing and maintenance, access, sealing, safety, meter reading and recording, meter failure or discrepancies, anti tampering features, quality assurance, calibration and periodical testing of meters, additional meters and adoption of new technologies.

- g. Meters will be calibrated once in a year. The meters may be tested at any accredited laboratory in the presence of a representative of the Buyer if so desired by the Buyer. Both parties shall seal the Metering System, as well as backup meters. Defective meters if found during recalibration, shall be replaced if any are found as soon as reasonably possible.

9. Sale of Energy, Energy Tariff:

- a. **Sale of Energy:** Throughout the operational period of this Agreement,

- i. Seller shall sell to the Buyer and the Buyer shall purchase from Seller electrical energy generated by the Project giving first priority in draw of power to electricity supplied from the Project.
- ii. Title to electrical energy produced by the Project, and all risk of loss of energy, shall be transferred from Seller to the Buyer at the point of delivery.
- iii. Seller may shut down the Project at any time if necessary in its judgment for urgent repairs. Seller shall inform the Buyer as soon as possible of any such shutdown, and shall give advance notice of the same whenever possible.

- b. **Applicable Energy Tariff:** The Buyer agrees to pay energy charges at a Tariff of Rs. 7.70/kWh (Rupees Seven and Seventy Paise Only per kilo-Watt-hour) of electrical energy generated by the Project in the first 12 months after COD. 12 calendar months after COD, and thereafter every twelve calendar months, the Rate for the next 12 months will rise incrementally as per the schedule below:

- i. 2% over the previous year's tariff from 2nd-5th year,



- ii. 3% from 6th -10th year and
- iii. 5% from 11th -15th year after COD.

For avoidance of doubt and ease of reference, the Tariff is listed out by the year in table format in Exhibit 3.

- c. Infirm energy fed to Client's electrical before COD shall be billed at tariff applicable for the first year.
- d. The above tariff is ex Delivery Point, with all taxies, duties, applicable grid charges (cross-subsidy surcharge etc) and other charges on sale of electricity from the Project as applicable from time to time to be extra, to the account of Client.
- e. **Deemed Generation:** Deemed Generation shall be calculated on a daily basis as per the following methodology:

- i. Deemed Generation shall be calculated as the average of the kWh generated by the Project during the same period for the immediately preceding year, when there was uninterrupted offtake by the Client. In the event that such operational data of similar period of last year is not available for any reason (such as during the beginning of COD or in the first year of operation), the Client shall pay as per "Estimated Invoice" generated using estimated generation at design capacity utilization factors and applicable tariff for the year.
- ii. In case of multiple units/roofs the deemed generation benefits shall be applicable only to the unit from which the off take has not taken place due reasons solely not attributed to the Power Producer.

10. Billing and Payment:

- a. **Solar Energy Generated** will be recorded on a month-to-month basis through the Metering System, as defined in Sections 5 and 6. Briefly,
 - i. The reading of the meters M1, M2 and M3 will be recorded after sunset, as of the 30th of each month, in presence of a representative of the Buyer and a representative of Seller.



- ii. Buyer shall maintain a meter-reading book at the premises, and each meter reading shall be duly signed and acknowledged by the authorized representative of the Seller.
- b. The monthly electricity bill ("invoice") will be raised based on the meter reading by the last working day of each month ("invoice date"), for energy generated from the 1st of the month to the last date of each month. The invoice will contain
- i. Metered Energy Delivered to Client for the month (kWh)
 - ii. Deemed Generation to Client for the month (kWh)
 - iii. Applicable Tariff (Rs/kWh)
 - iv. Amount Payable (without Taxes, Duties & Other charges if any) (Rs)
 - v. Applicable taxes & Duties (Rs)
 - vi. Late Payment Surcharge
 - vii. Grid & other charges if any
 - viii. Any other charges/adjustments as applicable
 - ix. Total Invoice amount (Rs)
- c. Client shall make payment of such Monthly invoice within 07 days of receipt of the Monthly Invoice hereinafter called the "Due Date".
- d. In case payments are delayed beyond the Due Date, Buyer would be liable to pay Late Payment Surcharge for the delayed payment at the rate of 2% per month. If there is repeated late payment or payment default, the Seller at its sole and absolute discretion, can ask for additional security cover from Buyer for amount and duration as deemed required by Seller.
- e. All payment made by Client shall be appropriated by the Power producer in the following order of priority:
- i. Towards late payment Surcharge, payable by the Procurer, if any
 - ii. Towards earlier unpaid monthly bill, if any; and
 - iii. Towards then current monthly bill.
- f. In case the Discom starts providing Net Metering benefits to the Buyer after this Project is installed and commissioned, these benefits will be retained by



the Buyer, in light of the fact that Buyer is paying for all energy generated by Project.]] ←

11. Payment Security:

Throughout the Term, Buyer shall provide a payment security in form of an unconditional Bank Guarantee ("BG") in the amount of Rs 7.50 Lakhs (Rs. Seven Lakh and fifty thousand).

As outlined in clause 10 (c) of this Agreement, the Buyer shall pay within seven (7) days, the invoice for the previous month's bill. If Buyer is late in its payment by a period of thirty (30) days or more, the Seller shall be entitled to deduct the due amount from the BG. If Buyer is late in paying its due bill by more than sixty (60) days, the Buyer shall be considered to be in breach of this Agreement.

12. Applicability of the Acts and Regulations:

The Parties undertake that they shall be bound by the provisions contained in the Electricity Act. 2003, and other applicable regulations, notifications, orders and subsequent amendments, if any, made from time to time and each party undertakes to indemnify and hold harmless the other party for any liability arising from any act of such party.

13. Termination

a. This Agreement cannot be terminated during its Term, unless one of the parties is in breach of any term of this Agreement, or unless the termination is as per the Section 13 (b) or Section 19 (b) of this Agreement.

i. In case any party perceives the other party to be in breach, the affected party will give a notice to the breaching party to remedy such breach within a period of 180 days. In case the breach is not fully remedied or addressed in writing during this period to the affected party will be allowed to terminate the agreement with a notice of another 90 days.



- b. The Buyer shall be entitled to terminate this Agreement at any time after giving notice of two years to Seller, after the eighth year of the Project has been completed, but not during the first eight years after COD. This is in light of return stipulations in place for the Seller.
- c. In the event of termination resulting from causes other than breach of this Agreement by the Seller,
- i. Buyer shall be liable to pay a termination payment equal to the higher of a fair market value of the solar asset assessed by an independent 3rd Party certified evaluator to be appointed by the Seller, or the expected cash flows for the remaining tenure of the project discounted at 10%.
 - ii. Expenses incurred by the Seller shall be paid by the Buyer at actuals to cover costs like decommissioning, transportation, re-commissioning activities due to a change in site location/ownership.
- d. In event this Agreement is Terminated, Seller shall be entitled to remove all solar panels and other equipment installed or stored at the Project Site or elsewhere in the premises of the Buyer and the Buyer undertakes not to obstruct Seller in doing so.

14. Severability.

Any invalidity, in whole or in part, of one provision of this Agreement shall not affect the validity of any other provisions of this Agreement.

15. Other Terms

- a. **Entire Agreement.** This Agreement constitutes the complete, final and exclusive agreement between the parties with respect to the subject matter hereof and shall supersede any and all prior oral or written representations, conditions, warranties, understandings, proposals or agreements between the parties regarding the subject matter hereof. No provision of this Agreement shall be amended or waived except by a writing signed by the parties.



- b. **System Buyback:** The Buyer will have the right to buy back the Project from Seller, upon completion of six (6) years of operation. Pricing and terms of the buy back shall be determined on mutually agreed terms. Upon deciding to buy back the solar system, the Buyer will provide at least two months' notice to Seller to come back with an offer price. Thereafter, the Parties will enter into discussion in good faith, and finalize the sale within two months.

16. Governing Law & Settlement of Disputes.

- a. This Agreement shall be governed by and construed in accordance with the laws of India and courts of Faridabad, Haryana, shall have the exclusive jurisdiction to deal with any disputes arising hereunder or any matters relating thereto
- b. In case of any disputes or any matter arising between the parties (Seller & Buyer), firstly the parties undertake to resolve/settle the same by mutual negotiation through their authorized representatives.

17. Notices

Any notice given under this Agreement shall be in writing and shall be delivered to the addresses set forth below next to the signatures of the parties, unless a party changes its address by written notice to the other party. Notices shall be deemed effectively received upon five days following being mailed by certified or registered mail, return receipt requested or upon receipt of confirmation following transmission by facsimile machine.

18. Force Majeure

Neither party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the Agreement to the extent that such a failure is due to force majeure events which shall include but not limited to events such as war, rebellion, mutiny, civil commotion, riot, strike, lock-out, blockade, forces of nature, accident, act of God or any other such reason beyond the control of concerned party. Any party claiming the benefit of this clause shall reasonably satisfy



the other party of the existence of such an event and give written notice within a reasonable time to the other party to this effect.

19. Interruption of Project Operation

- a. **Interruption from Change in Location:** Subject to and in accordance with RLEA or otherwise, as mentioned in Clause 5, if the alienation of the rooftop after 5 years becomes inevitable then Buyer shall provide to the Seller alternate suitable rooftop OR ground space within a stipulated time of 90 days as mutually agreed.
- i. Moving of system: Total expenses incurred by the Seller shall be paid by the Buyer at actuals to cover all costs including decommissioning, transportation, re-commissioning and additional materials/services used due to a change in site location/ownership.
 - ii. Deemed generation benefits calculated as per clause 9(e) shall also be applicable for the period, when the system is not generating on account of a change in location of the rooftop.
- b. **Interruption from Change in Ownership:** If the site is transferred to a new owner, the Buyer shall ensure that the Project asset and the PPA are transferred to the new owner without any interruption in payments. Any changes in the terms of PPA on such event shall be discussed and can be made effective only when it is mutually agreed between the three parties
- i. In case the transfer of asset and PPA is not possible then Seller can terminate the contract, in line with Section 13 of this Agreement.
- c. **Interruption from Damages:** In case of any damage to the Project due to any act of negligence of Buyer, its contractors, employees, students, etc the Buyer will bear cost of repairs in restoring the project.
- i. Deemed generation benefits shall be applicable during the period system is not generating on account of such damage caused to the project by the Buyer.



- d. **Interruption Leading to Termination:** In the event that the interruption from causes mentioned above leads to termination of this Agreement, termination payment shall be applied as defined in Section 13 of this Agreement.

20. Assignment by Seller

Upon 60 day advance written notice to Buyer, the Seller may assign this Agreement and any or all of the Seller's rights, title, and interest under this Agreement (including without limitation any payments by Buyer hereunder); provided, however, that in the first year of operation subsequent to the COD, Seller may not assign this agreement without consent of Buyer. Any direct or indirect change of control of Seller shall not be deemed an assignment of this Agreement.

21. Representations and Warranties

Each Party warrants and represents to the other that: (i) it is a legal entity, duly organized, validly existing, and in good standing under the laws of the state of its formation; (ii) this Agreement constitutes a legal, valid and binding obligation enforceable in accordance with its terms and is not in violation of any requirement of law; and (iii) the execution, delivery and performance of this Agreement and the Easement (A) is within its powers, (B) has been duly authorized by all requisite action and (C) will not violate any provision of applicable law or any agreement, commitment, certificate, or other document to which it is a party or by which any of its assets may be bound or affected.

22. Indemnity

Each Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party and the directors, governing body members, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof (collectively, the "Indemnified Parties"), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "Liabilities") resulting from any third party actions relating to the breach of any representation or warranty set forth in Section 17 and from injury to or death of persons, and



damage to or loss of property to the extent caused by or arising out of negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein shall require the Indemnifying Party to indemnify the Indemnified Party for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnified Party.

Except for the damages expressly provided in Sections 10 and 13 hereof, the Seller, the Buyer and their respective officers, directors, governing body members, affiliates, agents, employees, contractors or suppliers, shall not be liable and shall have no right to recover or collect hereunder, any indirect, special, punitive, incidental, exemplary or consequential loss or damage of any nature arising out of their performance or nonperformance under this Agreement.

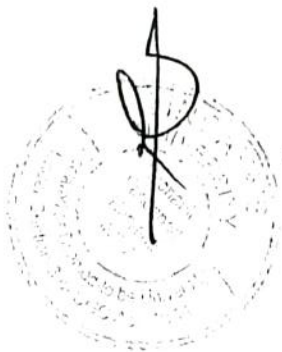
23. Confidentiality

Each Party shall keep confidential any Confidential Information provided by the other Party. Except to the extent a Party is required to disclose Confidential Information in order to comply with applicable law (including without limitation any order of any court or regulatory agency), such Confidential Information shall not be divulged to third parties without the prior written approval of the Party providing the Confidential Information. However, any Confidential Information may be shown to a Party's advisors and in the Seller's case, also to its financing parties who agree to be bound by this confidentiality provision; provided, however, the Party providing such Confidential Information remains responsible for its confidentiality in the hands of any such third parties.

"Confidential Information" means any information, including the terms of this agreement and the Easement, that one Party provides to the other Party and that, at the time the same is provided, the providing Party designates in writing as confidential; provided that Confidential Information shall not include (A)




information that was publicly available at the time of the disclosure, other than as a result of a disclosure by a receiving Party in breach of this Agreement; (B) information that becomes publicly available through no fault of the receiving Party after the time of the delivery; (C) information that was rightfully in the possession of the receiving Party (without confidential or proprietary restriction) at the time of delivery or that becomes available to the receiving Party from a source not subject to any restriction against disclosing such information to the receiving Party; and (D) information that the recipient independently developed without a violation of this Agreement.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day, month and year herein above first mentioned.

Authorized Signatories:

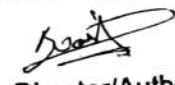
Buyer Signature:

For LINGAYA'S UNIVERSITY


Registrar

SEEMA BUSHRA (MS), REGISTRAR, LINGAYA'S
UNIVERSITY
P-2, Kh. No. 30, Saidulajab,
Near Saket Metro Station,
New Delhi 110 030.

Seller Signature:

For Cleantech Solar Energy (India) Private Limited


Director/Authorized Signatory

Bala Vamsi Tatavarthy
Director
Cleantech Solar Energy (India) Private
Limited
402-A, 4th Floor, A-Wing, Poonam
Chambers
Dr. A.B. Road, Worli, Mumbai – 400018
Maharashtra, India

Date 28 FEBRUARY 2015

Date 21 - FEBRUARY - 2015

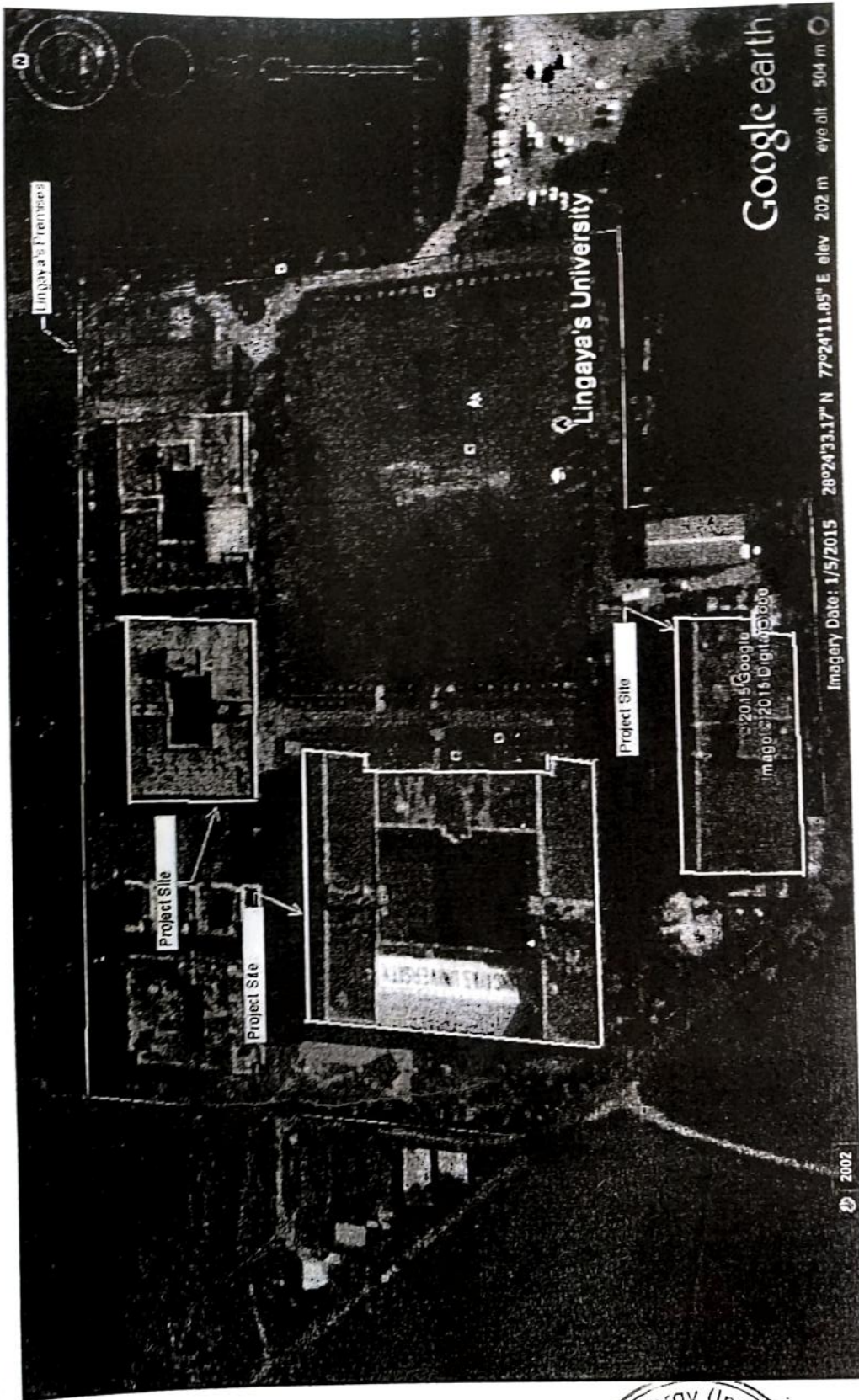
In the presence of witnesses:

1) 
NISHANT MANI


2) MR. JAY P. SHAH

Exhibit 1:

- a. The Premises
- b. The Project Site



[Handwritten signature]

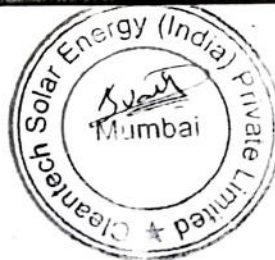



Exhibit 2:

Project (System Details):

- a. Layout, List and Specifications of Key Equipment
- b. Schematic for Electrical Connections & Metering

PROJECT DEVELOPER	 <p>SunSource ENERGY SOLAR FROM THE CORE</p>	NSC NEW DELHI PROJECT OWNER LINGAYA'S INSTITUTE OF MANAGEMENT AND TECHNOLOGY	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">REVISION HISTORY</th> <th>PROJECT NUMBER</th> <th>PAGE SIZE</th> </tr> </thead> <tbody> <tr> <td>REV</td> <td>DESCRIPTION</td> <td>DATE</td> <td></td> </tr> <tr> <td>0</td> <td>DRAWN</td> <td>11/24</td> <td></td> </tr> <tr> <td>1</td> <td>LAYOUT CHANGED</td> <td>PN 11/26</td> <td></td> </tr> <tr> <td>2</td> <td>LAYOUT CHANGED</td> <td>PN 14/09</td> <td></td> </tr> </tbody> </table>	REVISION HISTORY		PROJECT NUMBER	PAGE SIZE	REV	DESCRIPTION	DATE		0	DRAWN	11/24		1	LAYOUT CHANGED	PN 11/26		2	LAYOUT CHANGED	PN 14/09		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>PROJECT NUMBER</td> <td>SCALE</td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td>DRAWING NUMBER</td> <td>Engineer</td> </tr> </table>	PROJECT NUMBER	SCALE			DRAWING NUMBER	Engineer
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PROJECT NUMBER	SCALE																													
DRAWING NUMBER	Engineer																													

System Properties:

- Solar Module Model: **Renesola 295 W**
- No. of Solar Modules: **844**
- Mounting System Type: **Roof Top**
- Solar Array Azimuth: **0°**
- Solar Module Tilt Angle: **26°**
- ARRAY-1 PV System: **40.12 kW**
- No. of Solar Modules: **136**
- ARRAY-2 PV System: **148.68 kW**
- No. of Solar Modules: **504**
- ARRAY-3 PV System: **60.18 kW**
- No. of Solar Modules: **204**

Total DC System Size : 248.98 kW

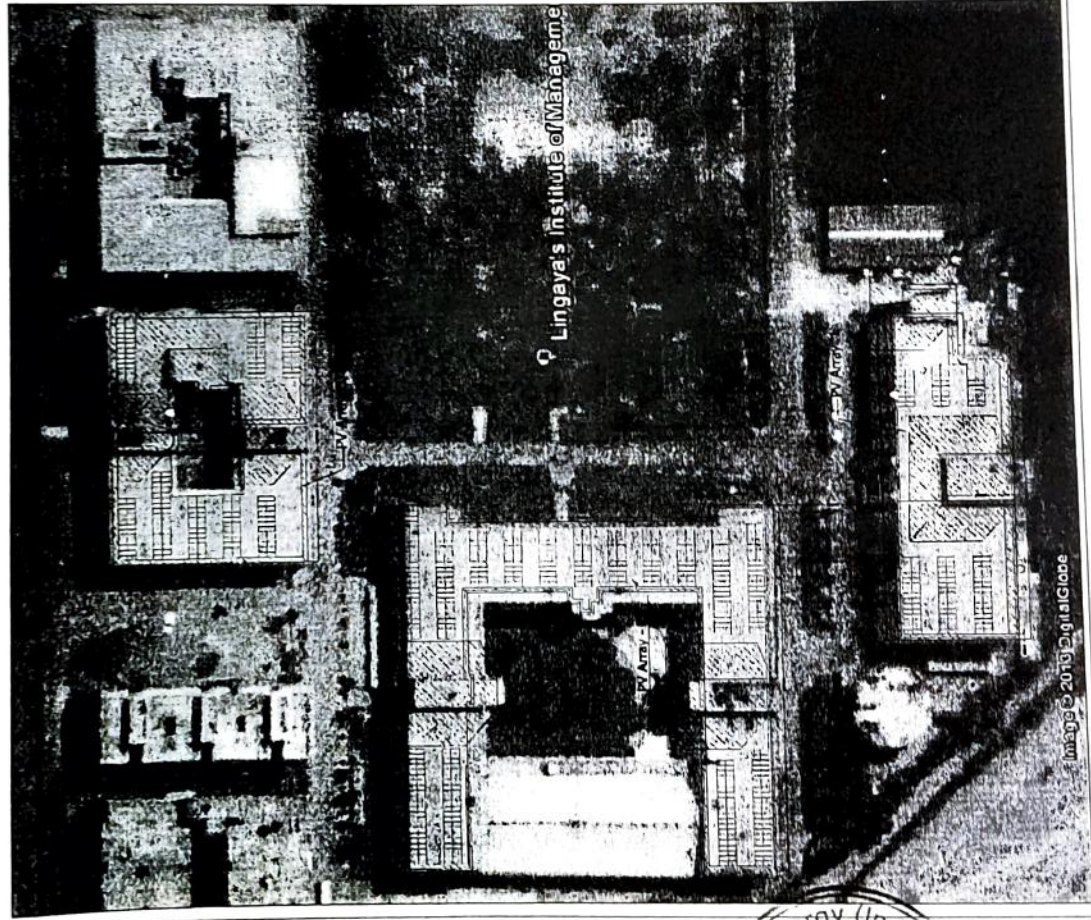
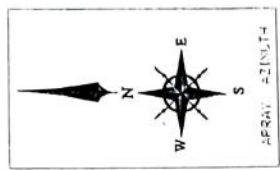



Exhibit 3:**Applicable Energy Tariff**

Until the first anniversary of the COD, Rs. 7.70 (Rupees seven and seventy paise only) per kilo-Watt-hour of electrical energy generated.

Following the first anniversary of the COD, in accordance with the table below:

Year of Operation	Rate (Rupees per kilo-Watt-hour)
2	Rs. 7.8540
3	Rs. 8.0111
4	Rs. 8.1713
5	Rs. 8.3347
6	Rs. 8.5848
7	Rs. 8.8423
8	Rs. 9.1076
9	Rs. 9.3808
10	Rs. 9.6622
11	Rs. 10.1453
12	Rs. 10.6526
13	Rs. 11.1852
14	Rs. 11.7445
15	Rs. 12.3317

