



महाराष्ट्र MAHARASHTRA

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BV 205718



प्रधान मुद्रांक कार्यालय, मुंबई
प.मु. नि. क्र. 10000029
10 JAN 2023
सक्षम अधिकारी

श्री. दि. क. गवई

This Power Purchase Agreement (PPA) is executed on 5th January 2023, at PUNE between:

Pune Mahanagar Parivahan Mahamandal (PMPML) incorporated under the companies Act 1954/13, having its registered office at PMT Building, Shankar Sheth Road, Swargate, Pune 411042. i.e. Government Organization, PSU and Offices, represented by Mr. Prashant Kolekar (Executive Engineer- Electrical Section) Authorized representative of Purchaser (herein after referred to as "Purchaser" / "PMPML") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and assigns); of the FIRST PART.

AND



असिस्टंट इंजिनियर (इलेक्ट्रिकल) महाराष्ट्र एनर्जी प्रोडक्शन महामंडल
पुणे महानगर परिवहन महामंडल (पुणे) महाराष्ट्र

TRUE COPY

MANISHA SAMEER CHITNIS
NOTARY
GOVERNMENT OF INDIA

10 FEB 2023

जोडपत्र-१ Annexure - ३

केवल पंजीकरणसाठी Only for Affidavit

मुद्रांक विकत घेणाऱ्याचे नाव Prabhat Renewable Energy & Agro Pvt Ltd
 मुद्रांक विकत घेणाऱ्याचे रहिवासी पत्ता Unit No. 402, Western Edge-I, Karakia Spaces, Western Express Highway, Borivali (East), Mumbai - 400 066.
 मुद्रांक विक्रीबाबतची नोंद वही अनु. क्रमांक

मुद्रांक विकत घेणाऱ्याची सही परधानाधारकी मुद्रांक विकित्याची सही
 परवाना क्रमांक : १००००२९ श्री गोविंद अशोक लक्ष्मणराव
 मुद्रांक विक्रीचे नाव/पत्ता: बोरीवली ऑडिओव्हिडिओ वॉर २ सोल्युशन्स
ऑडिओव्हिडिओ वॉर लॅब; बोरीवली कोर्ट लेन,
बोरीवली कोर्ट, बोरीवली (प) मुद्रांक - ४०००६२.

जासकीय कार्यालय/व्यापारकार्यालय/न्यायकार्यालय/संस्थान/संघ/संघटनेची मुद्रांक
 क्रमांदाची आवश्यकता नाही. (शासन आदेश दि. ०९/०७/२००५) प्रमाण
 न्यायकार्यालयाची इतरांनी मुद्रांक ठारदी तेव्हा त्यांचा तबाबे करणाऱ्याची मुद्रांक
 आवश्यकता नाही.



11 JAN 2023

11 JAN 2023



M/s Prabhat Renewable Energy and Agro Pvt. Ltd. (CIN No. U00100MH2019PTC329232) accompany in corporate under the Companies Act, 1956/2013, having its registered office at 402, Waster Edge-1, Western Express Highway, Kanakia space, Borivali 400066. represented by Mr. Raju Darode (Sales Director) (herein after referred to as "Power Producer" which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors administrator and assigns). The Purchaser and Power Producer are each individually referred to as a "Party" and collectively as the "Parties".

WHEREAS

The Power Producer has been notified as successful bidder by PMPML for "Design, Manufacture, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance of 25 years of Grid connected Rooftop and Elevated Solar PV of 10 MWp (900 kWp roof top and 9100 kWp of elevated structure) project under RESCO model at various location of Pune Mahanagar Parivahan Mahamandal (PMPML)"(Project)and as per competitive bidding under EOI No. Solar/PMPML/ EOI/ 2020-21, dated 05th October 2020. The EOI document and its corrigendum/ Addendum/ Amendments the terms and conditions mentioned thereon shall be the part and parcel of this Agreement, their work order No PMPML/Electric/73 issued to the Power Producer and the terms and conditions mentioned therein shall be part and parcel of this agreement.

The Power Producer is engaged in the business of design, supply, erection, testing, commissioning, operating and maintenance power plants, including grid connected roof top power projects. The Power Producer has agreed to install and operate as or photovoltaic power plant of 10 MWp capacity at the Premises after due inspection of the Premises as defined herein after and supply the entire Solar Power of the Project to Purchaser on the terms and conditions contained in this Agreement. The Purchaser has agreed to purchase the entire Solar Power of the Project on the terms and conditions contained in this Agreement.

After evaluation of the proposal from Power Producer, PMPML has accepted the bid of Power Producer for supply of solar power and has issued an LOI for "Design, Engineering, Supply, installation and commissioning along with Comprehensive operation and maintenance of 25 years of Grid connected Rooftop and Elevated solar PV of 10 MWp project under RESCO mode at various location of PMPML in Pune.

NOW THEREFORE in consideration of the mutual promises, conditions and covenants set forth herein, in this Power Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby the Parties here by agrees below:

Definitions and Interpretation

1.1 Definitions

In addition to other capitalized terms specifically defined elsewhere in the Agreement or unless the context otherwise requires the following words and phrases shall be defined as follows:

- a) Act or Electricity Act, 2003 shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time
- b) "Actual Monthly Production" means the amount of energy recorded by the Main Metering System during each calendar month of the Term, pursuant to Clause 5.2
- c) "Affiliate" means with respect to any specified Person, any other Person, directly or indirectly controlling, controlled by or under common control with such specified Person)



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- d) "Agreement" "or Power Purchase Agreement or PPA" means this Power Purchase Agreement executed hereof, including the schedules, amendments, modifications and supplements made in writing by the Parties from time to time.
- e) "Applicable Law" means all laws, brought into force and effect by GOI or the State Government including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement.
- f) "Arbitration Act", means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time with Jurisdiction at Mumbai, in Maharashtra
- g) "Assignment" has the meaning set for thin Clause 14.1;
- h) "Bill Dispute Notice", shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party
- i) "Business Day" means any day other than Sunday or any other day on which banks in MAHARASHTRA are required or authorized by Applicable Law to be closed for business;
- j) "Change in Law" shall have the meaning ascribed thereto in Clause 7.7 of this Agreement
- k) "Commercial Operation Date" has the meaning set forth in Clause 4.3(b)
- l) "Consents, Clearances and Permits" shall mean all authorization, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and/ or supply of power:
- m) "Cure Period" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall:
- a. commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;
- b. not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement: and provided that if the cure of any breach by the Power Producer requires any reasonable action by the Power Producer that must be approved by PMPML or the independent engineer hereunder, the applicable Cure Period shall be extended by the period taken by PMPML or the independent engineer to accord their approval.
- n) "Delivery Point" shall be the single point or points, at a location mutually agreed by the Parties, in line with applicable regulation/ rules where Solar Power is delivered by the Power Producer from the System into the internal electrical system of Purchaser.
- o) "Deemed Generation" shall have the meaning set forth in Clause 7.8
- p) "Dispute" has the meaning set for thin Clause 17.7 (b);
- q) "Dispute Resolution Procedure" means the procedure for resolution of Disputes set forth in Clause 17.7
- r) "Distribution Utility" means the local electric distribution owner and operator providing electric distribution and interconnection services to Purchaser at the



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Premises.

- s) "Effective Date" has the meaning set for thin Clause 2.
- t) "Expiration Date" means the date on which the Agreement terminates by reason of expiration of the Term.
- u) "Force Majeure Event" has the meaning set for thin Clause 11.1
- v) "Governmental Approval" means any approval, consent, franchise, permit, certificate, resolution, concession, license or authorization issued by or on behalf of any applicable Governmental Authority for the purpose of setting up of the Project and/or for sale and purchase of Solar Power of the Project pursuant to the Agreement.
- w) "Governmental Authority" means any central, state, regional, district, town, city or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.
- x) "Indemnified Persons" means the Purchaser Indemnified Parties or the Power Producer-indemnified Parties, as the context requires.
- y) "Insolvency Event" means with respect to a Party, that either
- Such party has (A) applied for or consented to the appointment of or the taking of possession by a receiver, custodian, trustee, administrator, liquidator on the likes of itself or of all or a substantial part of its assets or business; (B) been unable to pay its debts as such-debts become due; (C) made a general assignment for the benefit of its creditors, (D) commenced a voluntary proceeding under any insolvency or bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to the bankruptcy, insolvency, reorganization, winding up or composition or readjustment of debts; or (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or
 - It is clarified that a dissolution or liquidation will not be an Insolvency Event if such dissolution or liquidation is for the purpose of demerger, consolidation or reorganization, and the resulting company retains credit worthiness similar to the dissolved or liquidated entity and expressly assumes all obligations of the dissolved and liquidated entity under this Agreement and is in a position to the perform them.
- z) "Installation Work" means the construction and installation of the System and the Start-up, testing and acceptance (but not the operation and maintenance) thereof; all performed by or for the Power Producer at the Premises.
- aa) "Invoice or Bill" shall mean either a Monthly Bill / Supplementary Bill or a Monthly Invoice/ Supplementary Invoice raised by Power Producer
- bb) "Invoice Date" has the meaning set forth in Clause 7.2.
- cc) "Losses" means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, clean up and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys' fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing and indemnity' obligation).
- dd) "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 electricity generated from solar system installed by Power Producer.

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- ee) "Metering Date" means the first Business day of each calendar month subsequent to the month in which the Solar Power is generated by the Power Producer. The bill able 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.
- ff) "Party" or Parties" has the meaning set for thin the preamble to this Agreement.
- gg) "Performance Ratio" (PR) means the ratio of plant output versus installed plant capacity at any instance with respect to the radiation measured. $PR = \frac{\text{Measured output in kW/Installed plant capacity in kW} \times 1000 \text{ W/m}^2}{\text{Measured radiation intensity in W/m}^2}$.
- hh) "Person" means an individual, partnership, corporation, Limited Liability Company, business trust, Joint Stock Company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.
- ii) "Power Producer Default" has the meaning set forth in Clause 12.1(a).
- jj) "Power Producer Indemnified" has the meaning set for thin Clause 16.1.
- kk) "Premises" means the premises described in Schedule 1 to this Agreement. For the avoid any of doubt, the Premises include, the entirety of any and under lying real property located at the address described in Schedule 1 to this Agreement.
- ll) "Purchase Date" means the date on which title to the System transfers to the Purchaser pursuant to the Purchaser exercising its purchase option under Clause 3.2.
- mm) "Purchase Price" means the fee payable by Power Purchaser to the Power Producer under the circumstances described in Section 3.2.
- nn) "Purchaser Default" has the meaning set forth in Clause 12.2(a).
- oo) "Purchaser Indemnified Parties" has the meaning set forth in Clause 16.2
- pp) "Representative" has the meaning for thin Clause 15.1.
- qq) "Scheduled Completion Date" has the meaning set forth in Section 4.1(g)
- rr) "Solar Power" means the supply of electrical energy output from the System.
- ss) "Solar Power Payment" has the meaning set for thin Section 7.1. "System" includes the integrated assembly of photovoltaic panels, mounting, assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, and all other material comprising the Installation Work.
- tt) "Step-in Rights" shall have the same meaning as provided for in Article 14.5 of this Agreement
- uu) "System Operations" means the Power Producer's operation; maintenance and repair of the System performed in accordance the requirement here in.
- vv) "Tariff" means the price per kWh set forth in hereto.
- ww) "Tariff Payment" shall mean the payments to be made under Monthly Bills as referred to in Article 7 and the relevant Supplementary bills as per Article 7.9
- xx) "Term" has the meaning set for thin Section 3.1:
- yy) "Termination" means the expiry or earlier Termination of this Agreement and the Rights hereunder
- zz) "Termination Notice" means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement



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1.1. Interpretation

- a) Unless otherwise stated, all references made, in this Agreement to "Sections", "Clauses" and "Schedules" shall refer respectively to Sections, clauses and Schedules of this Agreement. The Schedules to this Agreement form an integral part of this Agreement and shall have effect as though they were expressly set out in the body of this Agreement.
- b) In the Agreement, unless the context otherwise requires (i) words imparting singular connotation shall include plural and vice versa; (ii) the words "include", "includes", and "including" mean include, includes and including "without limitation" and (iii) the words "hereof", "hereto", "herein" and "here under" and word so similar import refer to the Agreement as a whole and not to any particular provision of the Agreement.

2. Effective Date

This Agreement shall be effective on the day that falls one Business Day after the date of signing of this Agreement.

Timeline of the project

As per EOI, the operation & maintenance of the complete system shall be undertaken for 25 years starting from the commercial operation date of the project. Under RESCO Model the project developer will invest in solar plant under BOOM (Build, Own, Operate and Maintain) for 25 years and PMPML will purchase the generated electricity from the RESCO developer at a pre-determined tariff. The capacity allocation is done on basis of the existing demand and the solar project has to be commissioned on the immediate basis as per the tenure given in LOI subject to all statutory clearance. The remaining capacity will be reserved for the future requirements. The CMD, PMPML reserves the right to increase the capacity of the project by upto 50% depending upon the situation and capacity addition. The project developer will have to extend the operation and maintenance services effectively over the PPA tenure of 25 years. On completion of 25 years of operation, the project developer shall hand over the project to PMPML. After handing over the project, the annual O&M can be done through mutually agreed annual maintenance contract to be entered between the PMPML and the Power Producer. Project capacity can be increased or decreased by upto 50% as per the requirement. The developer should comply with the prevailing MERC Net Metering Regulation and guidelines of DISCOM.

3. Term and Termination

3.1. Term

The term of the Agreement shall commence on the Effective Date and shall continue for twenty-five (25) years from the Commercial Operations Date (the "Term"), unless and until terminated earlier pursuant to the provisions of the Agreement. After the Term, the ownership of the System shall be transferred to the Purchaser free of cost.

In an event wherein, the agreement is terminated for whatsoever reason by PMPML or PMPML intends to buy the solar plant or in the event of PMPML event of default the asset is purchased by PMPML, then PMPML shall pay to the power producer the straight-line method depreciated value for the entire installations made by power producer for the implementation of the work order.



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3.2. Purchase Option/Purchase Obligation

- (i) So long as a Purchaser default shall not have occurred and be continuing, Purchaser has the option to purchase the System by paying the Power Producer the Purchase price as per straight line method depreciated value of the asset calculated on the specified project cost at start of project, solely after a lock-in period of 15 years from the Effective date. After the expiry of the lock-in period, to exercise its purchase option, the Purchaser shall not less than Ninety(90) days prior to the proposed Purchase Date, provide written notice to the Power Producer, of Purchaser's intent to exercise its option to purchase the System on such purchase date: In the event Purchaser confirms its intention to exercise the purchase option in writing to the Power Producer, (i) Purchaser shall pay the applicable purchase price to the Power Producer as on the Purchase Date, in lieu of the terms of the present Agreement and (ii) the Parties shall promptly execute all documents necessary to (A) cause title to the System to pass to Purchaser on the Purchase Date, free and clear of all liens and (B) assign all vendor warranties for the System to Purchaser. Upon execution of the documents and payment of the applicable purchase price in each case as described in the preceding sentence, the present agreement shall terminate automatically, and the Purchaser shall become the owner of the System. Upon such termination, the Power Producer shall offer its operations and maintenance ("O&M") services to the Purchaser and the Parties may enter into an O&M agreement in this regard. The terms and conditions of the O&M agreement will be negotiated in good faith between the Parties.
- (ii) Point Deleted
- (iii) In an event, wherein, the Purchaser is in default of payments to the producer, it shall be obligatory upon the Purchaser to first clear the dues of the Producer and purchase the Power plant.

3.3. Conditions of the Agreement prior to installation

In the event that any of the following events or circumstances occur prior to the Commercial Operation Date,

- a) The Power Producer has determined that there are easements, or other liens or encumbrances that would materially impair or prevent the installation, operation, maintenance or removal of the System. If any dispute arises before commercial operation date, the same shall be resolved under clause, 17.7 (c)

4 Construction, Installation, Testing and Commissioning of the System.

4.1 Timeline for Installation of Work

- a) The Power Producer will cause the Project to be designed, manufactured, supplied, engineered, erected, tested and commissioned, operated & maintained and constructed substantially in accordance with RFS No. PMPML/Electric/73, dated 06th April 2022 October 2020 and the sanction letter issued by PMPML. The Power Producer shall provide to the Purchaser materials listing the major equipment constituting the System within 30 days of the Commercial Operation Date.
- b) The Power Producer shall have access as reasonably permitted by the Purchaser to perform the Installation Work at the Premises in a manner that minimizes inconvenience to and interference with the use of the Premises to the extent commercially practical.
- c) It is agreed between the Parties that the Power Producer shall commission the System with a capacity of 10 MWp. Power Producer may construct a System of smaller size, as mutually agreed between the Parties in writing.
- d) The Power Producer shall provide and lay the dedicated electrical cables for

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transmission of Solar Power from the System up to the Delivery Point. Transmission or distribution of Solar Power beyond the Delivery Point will be the responsibility of the Purchaser. The Delivery Point shall be where the Main Metering System is located in case of LT connection or the nearest LT panel for widely spread installation / buildings as permitted under MERC Net Metering Regulations.

- e) Unless otherwise agreed between the Parties, the Power Producer shall not do (a) clipping of rooftop; or (b) water proofing of roof to be disturbed ;(c) Carry out any other modification of the Premises without the written consent of the Purchaser.
- f) The Power Producer shall maintain general cleanliness of area around the Project during construction and operation period of the Project. In case any damages is caused to the equipment /facilities owned by the Purchaser due to the Power Producer, the same shall be made good rectified by the Power Producer at their cost.
- g) The Power Producer shall, within fifteen (15) working days of the Effective Date/handing over of the site whichever is later shall submit to the Purchaser shop drawings of the Project for approval ("Shop Drawings"). The drawings will have to be approved from the Power Purchaser within 3 working days from the submission of the drawings. If the Purchaser has any objection/recommendation in the Shop Drawings, he shall communicate the same to Power Producer within a period of ten (10) working days of the date of submission of the Shop Drawings. Any delay will extend the Effective Date and such approval shall not be unreasonably withheld. Subject to any punch-list items which shall be agreed by the Purchaser as not being material to completion of the Project, the Power Producer agrees that it shall achieve the completion of the Project/ Commissioning of the Project within a period of 24 months from the date of handing over of the site for installation of solar plant and the same shall be considered as Scheduled Commissioning Date for that site. ("Scheduled Completion Date"). Purchaser shall ensure that sufficient load is available at the Delivery Point to ensure synchronization and drawl of power from System.
- h) If the Power Producer is unable to commence supply of Solar Power to the Purchaser by the other than for the reasons specified in Article 11 and 12.2 (Force Majeure or Purchaser Default), the Power Producer or its contract or shall pay to PMPML genuine pre-estimated liquidated damages for the delay in such common cement of supply of Solar Power as per the clause of the PMPML EOI appended completion below.
- i) The Purchaser shall ensure that all arrangements and infrastructure for receiving Solar Power beyond the Delivery Point are ready on or prior to the Commercial Operation Date and is maintained in such state in accordance with applicable laws through the Term of the Agreement.
- j) Power Producer shall fulfill all obligations undertaken by it under this Agreement.

The Power Producer should usually complete 1 MWp project within a span of 4 months depending upon the site conditions. Hence, it is desired that the Power Producer shall commission the solar plant within a period of 24 months from the date of handing over the site with required roof access and all permissions to start the installation work. If the proposed site is not completed within the period of 24 months from the date of handing over of the site the fine per day of Rs. 9000 INR will be levied on prorata basis for the capacity of solar project not commissioned out of 10 MWp. Immediately upon completion of the project, but not later than 30 days from the completion of the project, the Producer shall provide to the Purchaser the entire cost of the project so as to enable the Purchaser to verify the same. If the Purchaser does not raise any objections to the cost of the project so submitted within a period of 15 days, in that case, the cost of project so submitted by the Producer shall be deemed to be final.



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4.2 Approvals and Permits

Each of the Parties shall assist the other Party in obtaining all necessary Government Approvals, third party approvals and permits including but not limited to those listed in Schedule V of EOI and any waivers, approvals or releases required the Power Producer should get Power Purchaser's prior approval.

4.3 System Acceptance Testing

- a) The Power Producer shall give 10 day's advance notice to conduct the testing of the Project and shall conduct testing of the Project in the presence of Purchaser's designated representative.
- b) If the results of such testing indicate that the System is capable of generating electric energy for 4 continuous hours using such instruments and meters as have been installed for such purposes, then the Power Producer and Power Purchaser shall jointly sign the commissioning report to consider the date as "Commissioning Date" or "Commercial Operation Date".

5 System Operations

5.1 The Power Producer as Owner and Operator

The System will be legally and beneficially owned by the Power Producer and will be operated and maintained and, as necessary, repaired by the Power Producer at its sole cost and expense. Replacement of spare parts if any shall be responsibility of Power Producer for the complete period of Agreement. If any repair or maintenance costs incurred by the Power Producer as a result of Purchaser's breach of its obligations, shall be reimbursed in full by Purchaser.

5.2 Metering

- a) The Power producer shall install the Main Metering System with due certification for the measurement of electrical energy produced by the Solar System.
- b) The meter will be read by Power Producer's personnel on the Metering date. The authorized representative of the Purchaser may remain present at the time of meter reading. Both the Parties may sign a joint meter reading report. However, in case the Joint meter reading report is not signed in the first three business days of any month due to non-availability of the Purchaser's authorized representative, the report signed by the Power Producer shall be considered as Joint Meter Reading Report. The Parties agree that such Joint meter reading Report shall be final and binding on the Parties.
- c) The Power Producer shall connect the Solar output to the existing system of the Purchaser as per the requirements and guidelines of the state DISCOM
- d) The Purchaser may, at its own discretion, install a check meter, at its cost, to verify the measurements of the Main Metering System.

5.3 System Disruptions

- a) Availability of premises: Purchaser will provide full access of the site to Power Producer for installation, operation and maintenance of solar power plant during the period of Agreement.
- b) Purchaser will not construct any structure within its Premises or around its premises which shall create shadow the solar panels installed in the premises. Such shadow will affect the generation of electricity from solar plant during the Agreement period.



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c) Roof Repair and other System Disruptions: In the event that (a) the Purchaser repairs the Premises' roof for any reason not directly related to damage, if any, caused by the System, and such repair required the partial or complete temporary disassembly or movement of the System, or (b) any act or omission of Purchaser or Purchaser's employees, Affiliates, agents or subcontractors (collectively, a "Purchaser Act") result in a disruption or outage in System production, and such events will not be attributable to Purchaser.

d) It shall be the sole responsibility of the Purchaser to provide sufficient security to the plant. It shall be the duty of the Purchaser to ensure that the plant is protected from any kinds of fire, natural elements or physical damages. In an event, there is any loss caused to the Power Plant for any reason attributable to any person other than the Power producer, such as lapse in security, mischief, fire at the premises etc, such losses shall also be attributable to the Purchaser and the Purchaser shall be liable to recompensate the Producer for such losses including but not limited to the Loss in Generation. Once such a loss to the plant is caused, the Producer shall provide a supplementary invoice to the Purchaser for recompensating the loss caused to the plant.

6 Delivery of Solar Power

6.1 Estimated Annual Production

The annual estimate of Solar Power with respect to the System for any given year as determined pursuant to this Section shall be the "Estimated Annual Production".

6.2 Suspension of Delivery

Power Producer shall be entitled to suspend delivery of electricity from the System to the Delivery Point for the purpose of maintaining and repairing the System upon giving one week's advance written notice to the Purchaser except in the case of emergency repairs. Such suspension of Service shall not constitute a breach of this Agreement provided that the Power Producer shall use commercially reasonable efforts to minimize any interruption in service to the Purchaser. However, any preventive maintenance shall be done only during the period when plant is not generating.

7 Tariff and Payments

7.1 Consideration Purchaser shall pay to the Power Producer a monthly payment (the "Solar Power Payment") for the Solar Power generated by the System as per the Metering clause 5.2 (b) above during each calendar month of the Term equal to the actual Monthly Production as recorded in Joint Meter Reading Report for the System for the relevant month multiplied by the Tariff irrespective of (i) whether any or all units of Solar Power has been drawn, consumed or utilized by Purchaser and / or (ii) whether any Solar Power has been injected, whether inadvertently or otherwise, into the grid of the Distribution Utility. The Power Producer will bill the Purchaser for each kWh/unit metered as above at the Delivery Point, at the Tariff prevailing at that point of time. The Tariff will be equal to Rs. 3.89/kWh for roof top and Rs. 7.65/kWh for elevated as per L.O.I. The 'year' Considered shall be the financial year which April 1st to 31st March of every year as per L.O.I. The rates may be modified in an event the SEC increases its average rate with the mutual consent of the parties.



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Type of Project	Percentage (%) Discount Offered Unit	Flat rate in INR per Unit considering 25 years of Project life
Roof Top Solar PV Plant	60%	Rs. 3.89
Elevated Structure PV Solar Plant	22%	Rs. 7.65
Note : PMPML electricity rate varies from site to site. Hence, base rate of quoting % discount is average rate of SEC i.e. (9.80 Rs./Unit) It is mandatory for bidder to quote all the four rates in Annexure -1(Financial Bid) It will be sole discretion of PMPML to decide successful bidder on % discount offered rate or flat rate. The above quoted rate is exclusive of taxes and duties		

7.2 Invoice

The Power Producer shall invoice Purchaser on the first day of each month (each, an "Invoice Date") commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Solar Power Payment in respect of the immediately preceding month.

The invoice to the purchaser shall include:

- The Solar Power calculations for the relevant billing period.
- Supporting data, documents and calculations in accordance with this Agreement.

7.3 Time of payment

Purchaser shall pay all amounts due here under within 30 days after the date of the receipt of the invoice via email or post

7.4 Disputed Payments

In the event that the Purchaser disputes an invoice, it shall give notice of such a dispute within 15 days of receiving the invoice setting out details of the disputed amount. The Purchaser shall pay by the Due Date 100% of any undisputed amount and in case the invoice is disputed, the Purchaser shall pay an amount based on average consumption of last three consecutive undisputed invoices. Amount so recovered shall be subject to final adjustment on resolution of the dispute. Thereafter, the Parties shall discuss and try to resolve the disputed amount within a week of receipt of such notice of dispute. If the Parties resolve the dispute, an appropriate adjustment shall be made in the next invoice. If the dispute has not been resolved by the date of the next invoice the dispute shall be referred to a committee of one member from each of Purchaser and Power Producer, If the dispute is still not resolved by the next following invoice it shall be referred to Arbitration as provided in the present Agreement.

7.7 Change in Law:

- For the Purpose of this section, the term "Change in Law" shall mean the occurrence of any of the following events after the Effective date, resulting into any additional recurring/non-recurring expenditure by the Power Producer or any income to the Power Producer. The enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law: or
 - A change in the interpretation of any Law by any Governmental Authority having the legal power to interpret or apply such Law, or any competent court; or
 - The imposition of a requirement, for obtaining any Government Approvals

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hich was not required earlier; or

- iii. a change in the terms and conditions prescribed for obtaining any Government Approvals or the inclusion of any new terms or conditions for Obtaining such Government Approvals; or
- iv. any introduction of any tax made applicable for supply of power by the Power Producer as per the terms of this Agreement and/or on the cost of project components on the solar plant.
- v. Any benefit arising due to change in above para (i) to (iv) shall be passed on to the Purchaser. But not include any change in any withholding tax on income or dividends distributed to the shareholders of the Power Producer. The power producer shall intimate PMPML about the change in tariff due to the change in Law event accrued after submission of BID. The tariff submitted by the Power Producer in the BID is based on the cost of project and taxes and duties applicable at the time of BID submission. Any change in the taxes and duties affecting the project cost and in turn the project tariff, the same shall be passed on to the PMPML.

b) Application and Principles for computing impact of Change in Law:

While determining the consequence of Change in Law under this Article the Parties shall have due regard to the Principle that the purpose of compensating the Party affected by such change in Law, is to restore through monthly bill payment, to the extent to the impact on tariff, the affected Party to the same economic position as if such Change in Law has not occurred and such impact shall be mutually decided in writing.

c) Solar Power Payment Adjustment Payment on account of Change in Law Subject to provisions mentioned above, the adjustment in Solar Power Payment shall be effective from:

- i. The date of adoption, promulgation, amendment, re-enactment or repeal of the Law or Change in Law; or
- ii. The date of order/judgment of the competent court; of tribunal or Governmental Authority, if the Change in law is on account of a change in interpretation of Law.

7.8 PMPML obligation to pay for Deemed Generation loss:

PMPML will have the obligation to pay Deemed Generation for being unable to off take Solar Power from Power Producer unless covered by the Force Majeure.

7.8.1 Deemed Generation

In case the PMPML, unable to offtake part or whole of power capable of being generated at any time during the operations, PMPML will compensate the Producer for the deemed power generated on the basis defined below.

For the purpose of calculation of quantum of Deemed Generation, the following formula shall be applied:

- a) $\text{Deemed Generation} = \text{Number of minutes of Deemed Generation} \times \text{Minimum Generation per minute.}$

Where, Minimum Generation per Minute shall be taken from the annual average generation for the preceding year. In the case of First year the deemed generation loss

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can be calculated from the last month's average generation / or based on the last day's generation as the case may be. Power Producer and PMPML shall jointly formulate the procedure for recording and billing the deemed generation loss calculation methodology before commissioning of the solar plant. Standard Operating Practices document shall be developed for implementation of monthly joint meter reading, monthly billing, recording of deemed generation loss and billing of deemed generation loss etc.

Deemed Generation for the month will be summation of lost generation in all Deemed periods during the month.

7.9.2 Deemed Generation shall be applicable for the period between commissioning of the solar plant to the activation of load on the solar plant.

7.9 Payment of Supplementary Bill

7.9.1 Producer may raise a ("Supplementary Bill") for payment on account of:

- a) Change in Law as provided in Article 15, or
- b) Delayed interest or Disputed Bill Payment or loss caused to the plant for reasons attributable to the Purchaser.
- c) Any other amount payable under this Agreement.

7.9.2 PMPML shall remit all amounts due under a Supplementary Bill raised by the Power Producer to the Power Producer's designated account by the Due Date. For such payments by PMPML, the terms and conditions as applicable to Monthly Bills shall equally apply.

8 General Covenants

8.1 Power Producer's Covenants

The Power Producer covenants and agrees to the following:

- a) Notice of Damage or Emergency: The Power Producer shall (a) promptly notify Purchaser if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (b) immediately notify Purchaser once it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises.
- b) System Condition: The Power Producer shall take all actions reasonably necessary to ensure that the System is capable of providing Solar Power at a commercially reasonable continuous rate: Subject to there being no Purchaser Default, the Power Producer shall provide 24 x 7 offsite / offsite monitoring and maintenance of the System throughout the period of this agreement at no additional cost.
- c) Governmental Approvals: While providing the Installation work, solar Power and System Operations, the Power Producer shall obtain and maintain and secure all Governmental Approval required to be obtained and maintained and secured by the Power Producer and to enable the Power Producer to perform such obligations
- d) The interconnection of the rooftop solar system with the network of the distribution licensee shall be made as per the technical standards for connectivity of distributed generated resources regulation's as may be notified by the competent authority. The interconnection of the rooftop solar system shall be as per the contracted load and / or respective voltage level applicable to the Purchaser as per the provisions of the guidelines issued by the competent authority.
- e) Health and Safety: The Power Producer shall take all necessary and reasonable safety precautions with respect to providing the installation Work, Solar Power, and System



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Operations that shall comply with all Applicable Law pertaining to the health and safety of persons and real and personal property.

8.2 Power Producer's Representatives

During the subsistence of this Agreement, the Power Producer undertakes to respond to all questions, concerns and complaints of the Purchaser regarding the System in a prompt and efficient manner. The Power Producer designates the following individual as its representative pertaining to performance of this Agreement till the Date of Termination unless otherwise replaced by written communication to other party:

Name: Mr Raju Darade, Director Sales

Telephone: 9223405199

Email: rajud@prabhatgroup.net

The Power Producer designates the following individuals as its representative and primary point of contact pertaining to performance of this Agreement till the Date of Termination unless otherwise replaced by written communication to other party:

Name: Mr Prashant Kolekar, Executive Engineer- Electrical Section

Telephone: 9881495575

Email: electricaldept@pmpml.org

8.3 Purchaser's Covenants

Purchaser covenants and agrees to the following:

- a) **Notice of Damage or Emergency:** Purchaser shall (a) promptly notify the Power Producer if it becomes aware of any damage to or loss of the use of the system or that could reasonably be expected to adversely affect the System; (b) immediately notify the Power Producer once it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises.
- b) **Liens:** Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the System or any interest therein. If Purchaser breaches its obligations under this Clause, it shall immediately notify the Power Producer in writing, and shall promptly cause such Lien to be discharged and released of record without any cost to the Power Producer, and shall indemnify the Power Producer against all costs and expenses (including reasonable attorney's fees and court costs) incurred in discharging and releasing such Lien.
- c) **Consents and Approvals:** Purchaser shall ensure that any authorizations required of Purchaser under this Agreement, including those required for installation of System at the Premises and to draw/consume Solar Power are provided in a timely manner. The Purchaser shall cooperate with the Power Producer to obtain such approvals, permits, rebates or other financial incentives.
- d) **Access to Premises Granted to Power Producer :** Purchaser hereby grants to the Power Producer a license co-terminus with the Term, containing all the rights necessary for the Power Producer to use portions of the Premises for the installation, operation and maintenance of the System pursuant to the terms of this Agreement, including ingress and egress rights to the Premises for the Power Producer and its employees and authorized representatives and access to electrical panels and conduits to interconnect or disconnect the system with the premises electrical wiring with the consent and approval of the Purchaser's authorized representative identified by the Purchaser. Photo IDs will be provided by the Power Producer. Power Producer will assist in availing permissions to the site.
- e) **Security:** The building where Solar Power System is installed, the Purchaser will keep

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the premises locked. In spite of these measures, if any damages to the System takes place due to theft or vandalism then the same shall be claimed or reimbursed by PMPML. In case of theft and vandalism acts, the Purchaser will assist the Power Producer in procedures of filing FIRs, insurance claims and any other related activities. Whenever, the damages to the System occurs (except due to negligence of Power Producer) then the same shall be jointly assessed by both the Parties and a severity level will be decided. The duration of power loss due to such events shall be covered under Deemed Generation and the Power Producer shall be paid the amount on the basis of 'Deemed Generation Loss'. Power Producer shall be entitled to any insurance proceeds received for damages in this clause. Purchaser will not conduct activities on, in or about the Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System. If System is damaged due to any such activity or through any other agency contracted by the Purchaser directly or indirectly, such damage will be borne by the Purchaser.

- f) Regardless of whether Purchaser is owner of the Premises or leases the Premises from a landlord, Purchaser here by covenants that (a) the Power Producer shall have access to the Premises and System during the Term of this Agreement, and (b) neither Purchaser nor Purchaser's landlord will interfere or handle any of the Power Producer's equipment or the System without written authorization from the Power Producer.
- g) Temporary storage space during installation: Purchaser shall provide sufficient space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary Construction, trailers and facilities reasonably necessary during the Installation Work, System Operations and access for rigging and material handling.
- h) Sunlight Easements: Purchaser will take all reasonable actions as necessary to prevent other building, structures or flora from overshadowing or otherwise blocking access of sunlight to the System, including but not limited to- such actions as may be reasonably necessary to obtain a solar access easement for such purpose.
- i) Evacuation: Purchaser shall off take 100% of the Solar Power generated from the Delivery Point, and pay all invoices raised by the Power Producer under this Agreement.
- j) Water-Power Purchaser at zero cost shall arrange Raw Water at a given point as per the requirements of the Power Producer, for periodic cleaning of the solar panels (generally 1 to 3 liters per module twice a month based on the season and soiling at the location).
- k) Auxiliary Power: The Purchaser shall provide sufficient auxiliary power to the Power Producer for the maintenance and operation of its system, if available and possible, at the rate Purchaser is paying the DISCOM.
- l) Relocation- If one or more of the solar power plants relocation if demanded by purchaser, the solar power producer shall relocate the same in reasonable time at the actual cost and expenses paid by the purchaser. For the period of such relocations, the power producer shall be entitled to receive the deemed generation loss.

9 Representations & Warranties

9.1 Representations and Warranties Relating to Agreement Validity: In addition to any other representations and warranties contained in the Agreement, each Party represent and warrants to the other that:

- a) It is duly organized and validly existing and in good standing in the jurisdiction of its incorporation;
- b) It has the full right and authority to enter in to, execute, deliver, and perform its



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obligations under the Agreement.

- c) It has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;
- d) The Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms;
- e) There is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated here in; and
- f) Its execution and performance of the Agreement and the transactions contemplated here by do not constitute a breach of any term or provision of, or a default under (i) any contractor agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

10 Taxes and Governmental Fees

10.1 Purchaser obligations

Purchaser shall pay for any taxes, fees or charges newly imposed or authorized by any Governmental Authority in future.

10.2 Power Producer Obligations

The Power Producer shall be responsible for all income taxes levied/ duty levied/ Central government/ state government/ local authority and any and all franchise fees or similar fees assessed against it due to its ownership of the System. The Power Producer shall not be obligated for any taxes payable by or assessed against Purchaser based on or related to Purchasers overall income or revenues.

11 Force Majeure

11.1 Definition

"Force Majeure Event" means any act or event that prevents the affected Party from performing its obligation in accordance with the Agreement if such act or event is beyond the reasonable control of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, "Force Majeure

Event" shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lighting or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, epidemic, terrorist acts, or rebellion. A Force Majeure Event shall not be based on the economic hardship of either Party. In case of any damage because of force majeure event, the System shall be repaired / commissioned at its own cost jointly by the parties.

11.2 Excused Performance:

Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 11 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in



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writing of the cessation or termination of said Force Majeure Event and (iv) provided, however, that Purchaser shall not be excused from making any payments and paying any unpaid amounts due in respect of Solar Power delivered to Purchaser prior to the Force Majeure Event performance interruption.

11.3 Termination as a Consequence of Force Majeure Event

If a Force Majeure Event shall have occurred that has affected the Power Producer's performance of its obligations here under and that has continued for a continuous period of one hundred eighty (180) days; then Purchaser shall be entitled to terminate the Agreement and if such Force Majeure Event continues for further ninety (90) days period, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination) save and except the payment of the bills already issued.

12 Default

12.1 Power Producer Defaults and Power Purchaser Remedies

a) Power Producer Defaults:

The following events shall be defaults with respect to the Power Producer (each, a "Power Producer Default").

- i. Failure to achieve Commissioning of the System within the period of 24 months from the date of handing over the site; and
- ii. The Power Producer breaches any material term of the Agreement and

(A) If such breach can be cured within sixty (60) days after Purchaser's written notice of such breach and the Power Producer fails to cure the same; or

(B) The Power Producer fails to commence and pursue a cure within such sixty (60) days period if a long cure period is needed.

b) Purchaser's Remedies:

- i. If a Power Producer Default described in Section 12.1(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 13, Purchaser shall have a right to deliver a notice of its intention to terminate this Agreement ("Purchaser Preliminary Default Notice"), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.
- ii. Following the issue of Purchaser Preliminary Default Notice, it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Power Producer's Default having regard to all the circumstances: If the Power Producer Default is not cured within a cure period of sixty (60) days of the issue of Purchaser Preliminary Default Notice or any other such period mutually agreed upon by the Parties, the Purchaser shall have the right to terminate this Agreement by issuing a Purchaser Termination Notice.
- iii. Upon the occurrence and continuation of Power Producer's Default and the failure by the Power Producer to cure such default within the applicable cure period specified in this Article; the Purchaser shall issue the termination notice. Purchaser shall be entitled to terminate this agreement by issuing a notice stating its intention to terminate this Agreement, which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.
- iv. Upon the delivery of the Purchaser Termination Notice, within 60 days the power



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producer shall vacate the PMPML premises and take over the Solar Power Plant at its own cost and expense.

- v. if the Power Producer fails to remove the System from the Premises within one month from the date of termination, the Purchaser shall be entitled to dispose of the System in any manner it deems fit.
- vi. The Power Purchaser may exercise any other remedy it may have at law or equity or under the Agreement.

12.2 Power Purchaser Defaults and Power Producer's Remedies

a) Purchaser Default:

The following events shall be defaults with respect to Purchaser (each, a "Purchaser Default")

- i. An Insolvency Event shall have occurred with respect to Purchaser;
- ii. Purchaser breaches any material term of the Agreement if (A) such breach can be cured within a cure period of sixty (60) days of the issue of Purchaser Preliminary Default Notice or any other such period mutually agreed upon by the Parties, or (B) Purchaser fails to commence and pursue said cure within such sixty (60) day period if a longer cure period is needed; and
- iii. PMPML fails to pay the Power Producer the invoices / bills or any undisputed amount or, if the amount is disputed, an amount based on average consumption of last three consecutive undisputed invoices to the Power Producer under Section 7.7 of this Agreement within sixty (60) days from the receipt of notice from the Power Producer of such past due amount

b) Power Producer's Remedies:

If a Purchaser Default described in Sections 12.2(a) has occurred and is continuing, in addition to other remedies expressly provided here in, and subject to Section 13, the Power Producer shall be entitled to terminate this Agreement by serving a Sixty (60) days' notice and upon such termination, (A) the Power Producer shall be entitled to receive from Purchaser the Purchase Price. The Purchase Price payable shall be the Purchase Price Specified in Schedule III that falls on such date. Upon the payment of the Purchase Price, the Power Producer shall cause the title of the System to transfer to the Purchaser and (b) the Power Producer may exercise any other remedy it may have at law or equity or under the Agreement.

13 Limitations of Liability

- 13.1 Except as expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the Agreement.
- 13.2 Subject to the provisions of the Agreement, the Power Producer shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the Power Producer, or contractors engaged by the Power producer in connection with Power Producer and shall not be deemed to be employees, representatives, contractors of the Purchaser Nothing contained in the Agreement or in any agreement or contract executed by the Power Producer shall be construed to create any contractual relationship between any such employees, representatives or contractors and the Purchaser.



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13.3 Notwithstanding any liability, or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the Purchaser can claim compensation under any insurance policy, shall not be charged to or payable by the Purchaser.

14 Assignment, Notation, Financing Arrangements and Step-in-Rights

14.1 **Assignment:** Notwithstanding anything contained herein, the Power Producer has the right to assign all or any of its rights under this Agreement (including rights over any assets hereunder), to any third party including, though not restricted to any lender, equipment lessor or other party ("Assignment"), with the consent of the Power Purchaser. The Power Purchaser shall not unreasonably withhold such consent. In the event of such assignment, the Purchaser will be able to hold the Power Producer as well as the party to whom the benefits under this contract are assigned, to be jointly and severally responsible for performing the obligations under this contract. Further, in the event of assignment, the Purchaser agrees to make the payments due to the Power Producer under this agreement, directly to the assignee, upon receipt of such notice by the Power Producer. If the Power Producer were to sell the Solar Power Plant, then the new buyer(s) would need to abide by this Agreement. Further, the Power Producer reserves the right to assign whole or part of the assets to lenders/ leasing companies. Purchaser may assign its rights under this Agreement, without the prior consent of Power Producer, to an Affiliate or any successor in interest to Purchaser, whether by way of merger, reorganization or sale of assets (including any sale of a line of business). This Agreement shall insure to the benefit of and be binding upon Purchaser and its successors or assigns. However, any such actions as intended by the Power Producer under Article 14.1 and Article 14.2 shall be binding on Power Purchaser, if there are zero material inconsistencies present in the contract provisions during the time of assignment/notation, else, it shall be construed as default in contract and appropriate actions shall be taken as deemed fit.

14.2 **Notation:** The Parties agree and acknowledge that the Power Producer may intend to notate the Agreement to a party, and has the right to transfer any or all of its rights and obligations under this Agreement to a party or any other third party ("New Party"), with the consent of the Power Purchaser. The Power Purchaser shall not unreasonably withhold such consent. Upon Notation, the New Party shall automatically and without any further action been titled 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 Purchaser hereby agrees and undertakes that, promptly upon receiving a request from the Power Producer, the Purchaser 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. If the parties agree to do Notation, then separate Notation agreement shall be executed.

14.3 Notices

Unless otherwise provided in the Agreement, all notices and communications concerning the Agreement shall be in writing and addressed to the Parties at the addresses set forth below:

Power Producer's address and contact details:

Mr. Raju Darade, Director Sales,
M/s. Prabhat Renewable Energy and Agro Pvt. Ltd.
402, Western Edge-1, Western Express Highway, Kanakia space, Borivali 400066.
Email: rajud@prabhatgroup.net



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Purchasers address and contact details:

Name: Mr. Prashant Kolekar, Executive Engineer- Electrical Section
Pune Mahanagar Parivahan Mahamandal (PMPML)
PMT Building, Shankar Sheth Road, Swargate, Pune 411042
Email: electricaldept@pmpml.org

14.4 Notice

Unless otherwise provided herein, any notice provided for in the Agreement shall be hand delivered, sent by registered post, or by courier delivery, or transmitted by facsimile and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered or sent to courier delivered or sent by courier delivery, upon post in gif sent by registered post and upon confirmation of sending when sent by facsimile on the next Business Day.

14.5 Financing Arrangements and Step-in Rights:

The Parties acknowledge that Solar Power Projects such as this may be partly financed through long term debt drawn from Lenders. The Lenders to these projects may have requirement for documentation directly from PMPML, which PMPML will provide to the producer on a reasonable basis, within the terms of this Agreement. PMPML will have no financial obligation of the same. The Parties however acknowledge that non-receipt of finance from Lenders shall not be a valid ground for non-implementation of Project by Power Producer.

15 Confidentiality

15.1 Confidentiality obligation

- a) If the Power Producer provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copy righted or trademarked information, and / or technical information regarding the , design, operation and maintenance of the System ("Confidential Information") to Purchaser or, if in the course of performing under the Agreement or negotiating the Agreement Purchaser learns Confidential Information regarding the facilities or plans of the Power Producer, Purchaser shall (a) protect the Confidential information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and(b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. Notwithstanding the above, Purchaser may provide such Confidential Information to its officers, directors, manager, employees and Affiliates (collectively "Representatives"), in each case whose access is reasonably necessary for purposes of the Agreement. Each such recipient of confidential information shall be informed by Purchaser of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. Purchaser shall be liable for any breach of this provision by any entity to whom it improperly discloses Confidential Information. All Confidential Information shall remain the property of the Power Producer and shall be returned to. It after Purchaser's need for it has expired or upon the request of the Power Producer.
- b) If the Purchaser provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, ("Confidential Information") to the Power Producer or, if in the course of performing under the Agreement or negotiating the Agreement the Power Producer learns Confidential Information regarding the facilities Or plans of the Purchaser, the Power Producer shall (a) protect the Confidential Information



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from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. Notwithstanding the above, the Power Producer may provide such Confidential Information to its officers, directors, managers, employees and Affiliates (collectively, "Representatives"), in each case whose access is reasonably necessary for purposes of the Agreement. Each such recipient of Confidential Information shall be informed by the Power Producer of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. The Power Producer shall be liable for any breach, of this provision by any entity to whom it improperly discloses Confidential Information. All Confidential Information shall remain the property of the Purchaser and shall be returned to it after the Power Producer's need for it has expired or upon the request of the Purchaser.

15.2 Permitted Disclosures

Notwithstanding any other provision contained herein, neither Party shall be required to hold confidential any information that:

- a) Becomes publicly available other than through the receiving Party.
- b) Is required to be disclosed under Applicable Law or pursuant to a validity issue notice or required filing, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement.
- c) Is independently developed by the receiving Party; or
- d) Becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

16 Indemnity

16.1 Power Producer's Indemnity

Subject to Section 13, the Power Producer agrees that it shall indemnify and hold harmless Purchaser and its members, officers, employees, students, casual laborers, persons permitted to run any business or service, such as canteens, stores, photocopy units, banks, post office, courier service, hospital and to any lawful visitors (collectively, the "Purchaser Indemnified Parties") from and against any and all Losses incurred by the Purchaser Indemnified Parties to the extent arising from or out of the following any claim for or arising out of any injury to Or death of any Person or Loss or damage to Property of any Person to the extent arising out of the Power Producer's negligence or will full misconduct. The Power Producer shall not, however, be required to reimburse or indemnify any Purchaser Indemnified Party for any Loss to the extent such Loss is due to the negligence or will full misconduct of any Purchaser have indemnified Party.

16.2 Purchaser's Indemnity

Subject to Section 13, Purchaser agrees that it shall indemnify, defend and hold harmless the Power Producer, its permitted successors and assigns and their respective directors, officers, employees, contractors, sub-contractors, and agents (collectively, the "Power Producer indemnified Parties") from and against any and all Losses incurred by the Power Producer Indemnified Parties to the extent arising from or out of any claim for or arising out of any injury to or death or any Person or loss or damage to property of any Person to the extent arising out of Purchaser's negligence or willful misconduct. Purchaser shall not, however, be required to

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reimburse or indemnify any Power Producer Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Power Producer Indemnified Party.

17 Miscellaneous

17.1 Amendments

This Agreement may only be amended, modified or, supplemented by an instrument in writing executed by duly authorized representatives of the Power Producer and Purchaser.

17.2 Good will and Publicity

Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases and other public statements by the other Party that refer to, or that describe any aspect of, this Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by applicable law) shall be made by either Party without the prior written consent of the other Party. Without limiting the generality of the foregoing and whether or not the consent of the other Party is required or obtained, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement.

17.3 Industry Standards

Except as otherwise set forth herein, for the purpose of the Agreement, the normal standards of performance within the solar photovoltaic power generation Industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined here in, words having well-known technical or trade meanings shall be so construed.

17.4 Cumulative Remedies

Except as set forth to the contrary here in, any right or remedy of the Power Producer or Purchaser shall be cumulative and without prejudice to any other right or remedy.

17.5 No Waiver

The failure of the Power Producer or Purchaser to enforce any of the provisions of the Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision in any other instance or of any other provision in any instance.

17.6 Survival

The obligations under Section 8.1(d) (Power Producer Covenant), Sections 8.3(d),(e),(f) and (g) (Purchaser Covenants), Section 10 (Taxes and Governmental Fees), Section 13 (Limitation of Liability) Section 12.2 (Notices), Section 15 (Confidentiality), or pursuant to other provisions of this Agreement that, by their nature and context, are intended to survive. Termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

17.7 Governing Law & Jurisdiction

- a) This Agreement shall be governed by and construed in accordance with the laws of India. The Parties agree that the courts in PUNE shall have jurisdiction over any action or proceeding arising under the Agreement.



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b) In the event of any Dispute, difference of opinion or dispute or claim arising out of or relating to this Agreement or breach, termination or the invalidity thereof, shall firstly be attempted to be resolved by conciliation. Any Dispute that cannot be settled through conciliation procedure shall be referred to arbitration under the arbitration and conciliation Act 1996 and in accordance with the procedure given below. The Parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made. Cost of conciliation shall be equally shared by both the parties.

c) **Arbitration Procedure:**

i) **Settlement of Dispute**

If any dispute of any kind whatsoever arises between Purchaser and Power Producer in connection with or arising out of the contract including without prejudice to the general it of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consent.

If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to arbitration as hereafter provided regarding matter under dispute. No arbitration proceedings will commence unless such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance with Sub Clause, shall be finally settled by arbitration.

ii) **Dispute Resolution**

Amicable Settlement

1. Save where expressly stated otherwise in this agreement, any dispute, difference or controversy of whatever nature arising under out of or in connection to this agreement including non-compliance of the Agreement Between the parties and so notified in writing by either party to the other (the dispute) in the first instance shall be attempted to resolve amicably by the parties and failing such resolution of the same in accordance with the procedures set forth below.
2. Either party may require the dispute to be referred to Chairman and Managing Director, Pune Mahanagar Parivahan Mahamandal Limited for amicable settlement upon such reference, both the Power Producer Company's representative and Chairman and Managing Director of PMPML shall meet at the earliest mutual convenience and in any event within Thirty (30) days of such reference to discuss and attempt to amicably resolve the dispute. If the dispute is not amicably resolved within thirty (30) days of such meeting either party may refer the dispute and arbitration in accordance with the provisions of arbitration and conciliation act 1996.

iii) **Appointment of Arbitrator**

In the event of any dispute arising between the parties in relation to or under this contract the same shall be settled by arbitration concluded by third party role with the arbitrator being appointed by the authority (Power Purchaser). The decision of the arbitration tribunal shall be final and binding.

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iv) **Place of Arbitration**

The Place of arbitration shall be city of Mumbai

v) **Language**

The request of arbitration, the answer to the request, the terms of reference a written submission, any orders shall be in English and if at all hearing takes place English shall be the language to be used in the hearing procedure.

vi) **Procedure**

The procedure to be followed within the arbitration and the rules of evidences which are to supply in accordance with the arbitration and Conciliation Act 1996.

vii) **Enforcement of Award**

Any decision or award resulting from arbitration shall be final and binding upon the parties. The parties here to agree that the arbitral award may be enforced against the parties to the arbitration proceeding or their assets wherever they may be found and that judgement upon the arbitral award may be entered in any court having jurisdiction, thereof.

viii) **Fees & Expenses**

The fees and expense of the arbitrators and all other expenses of the arbitration shall be initially be borne and paid by respective parties equally subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement by the prevailing party of its cost and expense in bringing or defending the arbitration claim including legal fees and expense incurred by the said party.

ix) **Performance during Arbitration**

Pending the submission of and/or decision on a dispute, differences and claim or until the arbitral award is published the parties which continue to perform all their obligations under this agreement without prejudice to a final adjustment in accordance with such award.

17.8 Severability

If any term, covenant or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

17.9 Successors and Assigns

This Agreement and the rights and obligations under the Agreement shall be binding upon and shall inure to the benefit of the Power Producer and Purchaser and their respective successors and permitted assigns.

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17.10 Counterparts

This Agreement may be executed in one or more counter parts, all of which taken together shall constitute one and the same instrument.

17.11 Independent Service Provider

This Agreement is on a principal to principal basis between the parties here to Nothing contain dit wills Agreement shall be construed or deemed to create any association, partnership or joint venture or employer employee relationship or principal-agent relationship in any manner whatsoever between the Parties.

17.12 Non-Exclusive Agreement

This Agreement is on non-exclusive basis. The Purchaser is free to engage any other service provider's or may entrust services similar to those provided by the Power Producer under this Agreement to any other person/s, provided the Power Producer's rights under this Agreement are not affected in any manner.

17.13 Entire Agreement

This Agreement constitutes the entire agreement between the Parties here to with respect of the subject matter of this Agreement and supersedes all prior agreements and undertakings; written or oral, with respect to the subject matter here of except as otherwise expressly provided herein. The Schedules annexed to this Agreement also form a part of this Agreement.

17.14 Insurance

The Power Producer shall maintain at its own costs, throughout the tenure of this Agreement and any extensions there of all mandatory insurance coverage for adequate amount including but not restricted to comprehensive general liability insurance including theft and vandalism, covering the System and accident al losses, bodily harm, injury, death of all individuals employed/ assigned by the Power Producer to perform the services required under this Agreement.

17.15 Annual accounts reconciliation shall be conducted annually between the Power Producer and Purchaser.

17.16 Stamp duty and Registration charges shall be borne by the Power Producer.

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IN WITNESS WHEREOF the Parties have caused the Agreement to be duly executed through their duly authorized representatives as of the date set forth above.

FOR & ON BEHALF OF
POWER PURCHASER

Signature: Koelkar
Name: Koelkar P.S
Designation: Asst. Exec
enr

FOR & ON BEHALF OF
POWER
PRODUCER

Signature: Rajkumar
Name: Rajkumar Davade
Designation: Director, Sales.

WITNESSES

1) Signature: Thawar
Name: Thawar
Designation: peon

WITNESSES

1) Signature: Khare
Name: Ankur Khare
Designation: Project Manager

Enclosures:

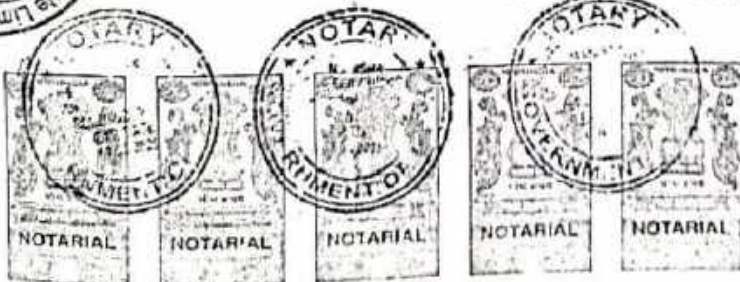
- 1) Schedule I – List of Sites of PMPML offered for installation of Solar Plants
- 2) Schedule III – Project cost / Purchase Price without taxes over 25 years of project tenure.
- 3) EOI No. Solar/PMPML/ EOI/ 2020-21, dated 05th October 2020
- 4) LOI :PMPML/Electric/5138 dated 04th March, 2022



1.0 FEB 2023



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पुणे महानगर परिवहन महामंडळ लिमिटेड



ATTESTED
Manisha
MANISHA SAMEER CHITNIS
NOTARY
GOVERNMENT OF INDIA
1.0 FEB



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF PRABHAT RENEWABLE ENERGY AND AGRO PRIVATE LIMITED HELD ON WEDNESDAY, 04 JANUARY, 2023 AT THE REGISTERED OFFICE OF THE COMPANY AT UNIT NO. 402, WESTERN EXPRESS HIGHWAY, VILLAGE MAGATHANE BORIVALI EAST MUMBAI 400066 AT 12:00 P.M.

TO AUTHORISE MR. RAJU KISHAN DARADE (PAN: AEJPD5814N), FOR SIGNING POWER PURCHASE AGREEMENT ON BEHALF OF THE COMPANY:

"RESOLVED THAT the consent of the Board of Directors of the company be and is hereby accorded to authorize Mr. RajuKishanDarade (PAN: AEJPD5814N), to sign Power Purchase Agreement for "Design, Manufacture, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance of 25 years of Grid connected Rooftop and Elevated Solar PV of 10 MWp (900 kWp roof top and 9100 kWp of elevated structure) project under RESCO model at various location of Pune MahanagarParivahanMahamandal (PMPML)" (Project) and as per competitive bidding under EOI No. Solar/PMPML/ EOI/ 2020-21 with Pune MahanagarParivahanMahamandal (PMPML) on behalf of the Company.

RESOLVED FURTHER THAT the Board of Directors of the company be and is hereby authorize Mr. RajuKishanDarade (PAN: AEJPD5814N), to sign, verify and submit any application, statement, declarations and any other document as may be required to be submitted for above Power Purchase Agreement on behalf of the Company."

CERTIFIED TO BE TRUE

For Prabhat Renewable Energy and Agro Private Limited

Sanjay Rambhakt Upadhyay
Director
DIN: 02942013



PRABHAT RENEWABLE ENERGY AND AGRO PRIVATE LIMITED

CIN: U01100MH2019PTC329232

Office: Unit No. 402, Western Edge I, Kanakia Spaces, Western Express Highway, Borivali (E), Mumbai - 400066
Phone: 022 40676000 | Fax: 022 40676042 | Email: cs@prabhatgroup.net | Website: www.prabhatgroup.net



SCAN ME



आयकर विभाग
INCOME TAX DEPARTMENT
राजि. क. सरकार
GOVT. OF INDIA
RAJU KISHAN DARADE
KISHAN DARADE
03/04/1972
Permanent Account Number
AEJPD5814N



Raju

Raju



भारत सरकार
Government of India

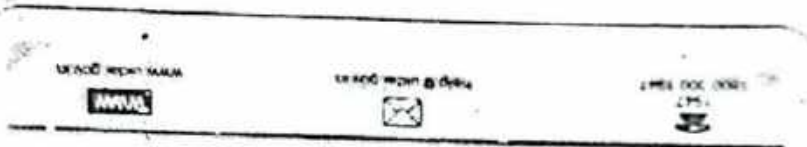


एच. वि. रतन
H. V. Ratna
एच. वि. रतन गज वल्लभ
H. V. Ratna Gaj Vallabh
आधार कार्ड
Aadhaar Card
जन्म वर्ष : Year of Birth 1972
पुरुष / Male



6251 2076 4464

माध्यम - सामान्य माणसाचा अधिकार



6251 2076 4464

COLLECT XEROX

एच. वि. रतन, एच. वि. रतन गज वल्लभ
H. V. Ratna, H. V. Ratna Gaj Vallabh
5-1201, एच. वि. रतन गज वल्लभ पार्क, एच. वि. रतन गज वल्लभ
5-1201, H. V. Ratna Gaj Vallabh Park, H. V. Ratna Gaj Vallabh
एच. वि. रतन गज वल्लभ पार्क, एच. वि. रतन गज वल्लभ
H. V. Ratna Gaj Vallabh Park, H. V. Ratna Gaj Vallabh
वेस्ट महाराष्ट्र, 400092
West Maharashtra, 400092

Unique Identification Authority of India

भारत सरकार



Handwritten signature

पुणे महानगर परिवहन महामंडळ लिमिटेड

नोंदणीकृत कार्यालय- पीएमटी बिल्डींग, शंकरशेठ रोड, स्वारगेट, पुणे - ४११ ०३७.

कार्यवाही आणि विधी अधिकारी कार्यालय

संचालक मंडळ ठराव

सभा क्र. : ३ (२०२०-२१)

दिनांक : ०१/१०/२०२०

विषय क्र. : ५

ठराव क्र. : ५

विषय : परिवहन महामंडळाचे दैनंदिन उत्पन्नात वाढ होणेकामी महामंडळाकरीता उत्पन्नाचे स्त्रोत निर्माण करणेबाबत.

"विषयपत्र क्र.५ मध्ये प्रस्तावित केलेप्रमाणे महामंडळाकरीता यापुढे नमुद केलेप्रमाणे उत्पन्नाचे स्त्रोत निर्माण करणेस व त्यानुसार याबाबत संपुर्ण कार्यवाही करण्याचे अधिकार मा.अध्यक्ष व व्यवस्थापकीय संचालक यांचा देणेस मान्यता देण्यात येत आहे.

(१) जाहिरात माध्यमातुन उत्पन्न लाढविणेबाबत :

प्रस्तावित केलेप्रमाणे जाहिरातीचे यापुढे नमुद नविन स्त्रोत निर्माण करणेस :

- होर्डिंग उभारणीसाठी जागा उपलब्ध करून जाहिरातीचा ठेका देणे.
- बीआरटी बस शेल्टर्सच्या बाहेरील खालील भागामध्ये ग्लोसाईन बोर्डद्वारे जाहिरात करणे व बीआरटी कॅरिडीअरवर जाहिरात फलक लावणे.
- डेपो व बसस्थानकांवर व्ही.ओ.स्क फलक लावून जाहिरातीचा ठेका देणे.
- महामंडळाकडील इमारतींवर नव्याने डिजिटल जाहिरात बोर्ड उभारून जाहिरातीचे हक्क देणे.
- महामंडळाकरीता बी.ओ.टी. तत्वावर नव्याने बसशेल्टर्स उभारून जाहिरातीचा ठेका देणे व याकरीता निविदा प्रक्रिया अथवा EOI मागवून पुर्तता कार्यवाही करणेस.

(२) महामंडळाकडील व्यवसायिक इमारतींचे प्राप्त होणारे भाडे :

महामंडळाचे भाडेतत्वावर देण्यात येणाऱ्या स्वः मालकीच्या मिल्कतीची वेळोवेळी आवश्यक ती देखभाल दुरुस्ती व इतर उपाययोजना करणेकामी निविदा प्रक्रिया राबवून सदर मिल्कती भाडेतत्वावर देणेची कार्यवाही पुर्तता करणेस.

(३) परिवहन महामंडळाचे बस पार्सल/कुरीअर सेवेकरीता वापरणेबाबत :

मोटर व्हेइकल अॅलटचे तस्तुदीस अनुसरून परिवहन महामंडळाचे बस पार्सल/कुरीअर सेवेकरीता वापरणेकामी कायदेशीर मत व सीआयआरटी यांचा अभिप्राय घेऊन याकरीता EOI मागवून पुढील पुर्तता कार्यवाही करणेस.

(४) खाजगी ई-वाहनांकरीता चार्जिंग स्टेशन उभारणे :

महामंडळाचे १३ डेपो व इतर मोकळ्या जागेच्या ठिकाणी सौर व पवन उर्जा प्रकल्प उभारणेस व माध्यमातुन खाजगी ई-वाहनांना चार्जिंग सुविधा उपलब्ध करून देणेस तसेच त्याकरीता ९-डेपॉ कालावधीसाठी Expression of Interest (EOI) मागवून त्यानुसार पुर्तता कार्यवाही करणेस

(५) परिवहन महामंडळाकडील बसथांब्यांना लिलाव पध्दतीने नाव देणे :

प्रस्तावित केलेप्रमाणे महामंडळाकडील बसथांब्यांना लिलाव पध्दतीने नांव देवुन महामंडळाकरीता उत्पन्न वाढीचे स्त्रोत निर्माण करणेस तत्वतः मान्यता देण्यात येत आहे.

(६) परिवहन महामंडळाचे बस व बसस्टॉपवर प्रवाशांकरीता वायफाय सुविधा देणे :

परिवहन महामंडळाचे बस व बसस्टॉपवर प्रवाशांकरीता काही कालावधीसाठी मोफत व तदनंतर किमान दर आकारून वायफायद्वारे इंटरनेट सुविधा उपलब्ध करून देणेस व सदर सुविधेद्वारे देण्यात येणाऱ्या जाहिराती, भाडे व मनोरंजनाचे माध्यमातुन महामंडळाकरीता उत्पन्नाचे स्त्रोत निर्माण करणेस व त्यानुसार याकरीता EOI मागवून पुर्तता कार्यवाही करणेस."

असिस्टंट इंजिनिअर (इलेक्ट्रिकल)
पुणे महानगर परिवहन महामंडळ लिमिटेड

अध्यक्ष व व्यवस्थापकीय संचालक,
पुणे महानगर परिवहन महामंडळ लि.

प/४६५

पुणे महानगर परिवहन महामंडळ लिमिटेड

नोंदणीकृत कार्यालय - पीएमटी बिल्डींग, शंकरशेठ रोड, स्वारागेट, पुणे - ४११ ०३७.

दफ्तरी सेक्रेटरी आणि विधी अधिकारी कार्यालय

संचालक मंडळ ठराव

समा क्र. : २ (२०२०-२१)

दिनांक : ०७/०९/२०२०

विषय क्र. : २१

ठराव क्र. : २१

विषय : महामंडळाकडील विविध डेपो, बसस्थानके, वर्कशॉप इमारती इ. ठिकाणी सौर व पवन उर्जा संकरीत हायब्रिड अपारंपारीक उर्जा प्रकल्प उभारणेबाबत व त्यानुसार विविध संस्थांशी चर्चा करून कामे करणेबाबत.

"महामंडळाकडील विविध डेपो, बसस्थानके, वर्कशॉप इमारती इ. ठिकाणी सौर व पवन उर्जा संकरीत हायब्रिड अपारंपारिक उर्जा प्रकल्प उभारणेस व त्याकरीता विविध संस्थांशी चर्चा करून निविदा प्रक्रिया राबविणेस तसेच निविदा प्रक्रियेअंती करारनामा व तद्अनुषंगीक इतर बाबींची पूर्तता करण्याचे सर्व अधिकार मा.अध्यक्ष व व्यवस्थापकीय संचालक यांना प्रदान करणेस मान्यता देण्यात येत आहे."

वृत्तांतातील निर्णयानुसार.

अध्यक्ष व व्यवस्थापकीय संचालक,
पुणे महानगर परिवहन महामंडळ लि.

असिस्टंट इंजिनियर (इलेक्ट्रिकल)
पुणे महानगर परिवहन महामंडळ लिमिटेड

पुणे महानगर परिवहन महामंडळ लिमिटेड

नोंदणीकृत कार्यालय - पीएमटी बिल्डींग, शंकरशेठ रोड, रवारगेट, पुणे - ४११ ०३७.

शुद्धी व नोंदणी कार्यालय

समा क्र. : २

संचालक मंडळ ठराव

दिनांक : ०२/०३/२०२१

विषय क्र. : १२

ठराव क्र. : १२

विषय : परिवहन महामंडळाच्या मिकळकर्तीवर रूफ टॉप सौर उर्जा प्रकल्प उभारणेकामी मान्यता मिळणेबाबत.

"परिवहन महामंडळाचे विविध डेपो व बस स्थानके इ. ठिकाणी महामंडळामार्फत मागविण्यात आलेल्या कंसप्रीशन ऑफ इंटरेस्टला अनुसरून मे.प्रभात रिन्युएबल एनर्जी प्रा.लि. या एल. १ ठेकेदाराकडून, रूफटॉप व लीट्टेडेड प्रकल्प सौरउर्जा उभारणेस व त्याकरता मे.प्रभात रिन्युएबल एनर्जी प्रा.लि.यांदेशी करारनामा देण्याचे व तद्अनुषंगिक सर्व आवश्यक बाबींची पूर्तता करण्याचे सर्व अधिकार्या अध्यक्ष व व्यवस्थापकीय संचालक यांना दिणेस मान्यता देण्यात येत आहे."

वृत्तांतर्गत निर्णयानुसार वृत्तांत कायम होणेचे अधिन राहून.

असिस्टंट इंजिनिअर (इलेक्ट्रिकल)

पुणे महानगर परिवहन महामंडळ लिमिटेड

अध्यक्ष व व्यवस्थापकीय संचालक
पुणे महानगर परिवहन महामंडळ लि.



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

KOLEKAR PRASHANT SADASHIV
SADASHIV KISAN KOLEKAR
25/05/1974
Permanent Account Number
AMVPK3525F


Signature



*For salary
Agreement
purpose*

Prashant Kolkar



भारत सरकार
प्रशासन विभाग



प्रशांत सदाशिव कोळेकार

Prashant Sadashiv Kolekar

जन्म तारीख/ DOB: 25/05/1974

पुरुष / MALE



8839 8129 2041

माझे आधार, माझी ओळख

*for solar
agreement
purpose
only*

असिस्टंट इंजिनियर (इलेक्ट्रिकल)
पुणे महानगर परिवहन महामंडळ लिमिटेड



भारतीय जनता पार्टी प्राधिकरण
भारतीय जनता पार्टी प्राधिकरण - INDM

पत्ता:

Address

सुरभी प्रेस्टीज फ्लॅट न. बी9,
1317 कसबा पेठ, सूर्या
हॉस्पिटल जवळ, कसबा पेठ,
पुणे शहर, पुणे,
महाराष्ट्र - 411011

Surabhi Prestige Flat No.
B9, 1317 Kasba Peth,
Near Surya Hospital,
Kasba Peth, Pune City,
Pune,
Maharashtra - 411011





Government of India
And
Government of Maharashtra
Form GST REG-25

Certificate of Provisional Registration

GSTIN	27AAECP4068L1700
PAN	AAECP4068L
Legal Name	PUNE MAHANAGAR PARIVAHAN MAHAMANDAL
Trade Name	PUNE MAHANAGAR PARIVAHAN MAHAMANDAL
Registration Details under Existing Law	
Act	Registration Number
IN under Value Added Tax	27510667076N
28/06/2017	

Certificate of Provisional Registration issued under the provisions of the Act

असिस्टंट इंजिनियर (इलेक्ट्रिकल)
पुणे महानगर परिवहन महामंडळ लिमिटेड



शुद्ध पत्र
INCOME TAX DEPARTMENT

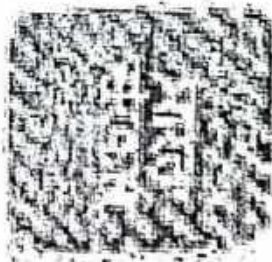
PUNE MAHANAGAR PARIVAHAN
MAHAMANDAL LIMITED

19/07/2007

RETURNED ACCOUNT NUMBER

AAECP4068L

शुद्ध पत्र
GOVT. OF INDIA



100/2113

TRUE COPY

(Signature)

सुशासन रॉटरी
NOTARY
GOVERNMENT OF INDIA

10 FEB 2022

