



தமிழ்நாடு தமில்நாடு TAMILNADU

26/8/22

Gensolar Energy

CD 417787

N. SELVARAJ,
STAMP VENDOR
L.NO. 1172715/91,
NO.9, KARUMAR STREET, KANNI KOIL ST

Power Purchase Agreement

This Memorandum of Understanding ("MOU") entered on the 14th December, 2021 at Kothamangalam, Kerala by and between:

Gensolar Energy Private Limited (Power Generator), a company incorporated under the provisions of the Companies Act, 2013, having its registered office at Sri Ragavendra Nilaya, M.G Road, Molakalmuru Taluk, Chitradurga Dt, 577535, Karnataka State (hereinafter referred to as "Seller"), represented by Dr. Gopalakrishnan J., Managing Director,

AND

Dr. Winny Varghese, Secretary, Mar Athanasius College Association, Kothamangalam. College PO, Kerala- 686666 (Hereinafter referred to as "Purchaser")

Winny
Secretary

Mar Athanasius College Association
Kothamangalam - 686 666

For GENSOLAR ENERGY PVT. LTD.,

J. Gopalakrishnan
Director

Objective

The objective of the Parties hereto is to facilitate the basic frame work by the installation of Grid tied Rooftop Solar Power Plant under RESCO (Renewable Energy Services Company) Model. Purchaser will obtain permission from KSEB (Kerala State Electricity Board) to install roof top solar power and invite Seller to install roof top solar power plant in their premises on behalf of purchaser. Each of the parties shall assist the other party in obtaining all statutory approvals / sanctions. Generated power will be consumed by Purchaser. To meet the project capital of installation, operation and maintenance cost, Purchaser will make payment to the Seller based on the unit generated and unit price agreed. Once agreed contract period is over, Seller will handover roof top solar power plant to Purchaser at one Rupee.

RESCO Model

shall mean that the Seller may use the Premise owned by the purchaser and enter the PPA (Power Purchase Agreement) with purchaser for supply of Solar Power for mutually agreed operational years at a mutually agreed Tariff.

1. Purchaser will seek Permission from KSEB (Kerala State Electricity Board) for Rooftop solar power plant installation under *Net Metering Scheme*.
2. Once feasibility approval obtained from KSEB, rooftop solar panels will be installed as per the standards and norms by Seller within six months.
3. Flat / slanting roof structures are considered for this agreement. Purchaser shall provide sufficient shadow free and obstruction free space for the 120 KW (in M.A. Arts College) Rooftop solar plants on Rent-free basis for agreed contract tenure.
4. Cost of Net Meter shall be paid by the Purchaser. Pre-commissioning approval will be obtained from applicable authorities by Purchaser. Seller will use KSEB approved Grid Tie Inverter; which will work only when the grid is healthy.
5. PPA contract tenure is 15 (fifteen) years (180 solar power bills) and there after the Solar plant will be handed over (Ownership change) to Purchaser in good and working condition.
6. Once plant is installed if the purchaser wishes to relocate the solar plant, the Seller shall do so at the cost of Purchaser.
7. System will be commissioned and maintained by Seller or his Assignee who is acceptable to the Purchaser.
8. Operation and Maintenance of the Solar system shall be the responsibility of Seller. Maintenance access to Seller shall be provided by Purchaser. One maintenance room may be provided to retain the spares, tools and tackles of solar power plant. Maintenance personnel may be permitted to use amenities while they are doing operation and maintenance.
9. Security of the system shall be the responsibility of Purchaser. Water for cleaning solar panels shall be provided by Purchaser.

W. A. D. S.

Secretary

Mar Athanasius College Association
Kothamangalam - 686 666

For GENSOLAR ENERGY PVT. LTD.

J. Gundlach
Director

10. Purchaser shall pay 20% less than prevailing KSEB (Kerala Electricity Board) unit rate to the seller for the units produced by solar power plant for the initial five years. Sixth year 21 %, seventh year 22%, eighth year 23%, ninth year 24% and tenth year onwards till end of the contract 25% discount on KSEB rate will be provided. At present KSEB Rate as on date is Rs.6.16 (rupees six and paise sixteen) accordingly the buyer will pay Rs. 4.93 (rupees four and paise ninety three only) per unit as purchase cost. Date of change in KSEB Tariff shall be the date of amended unit rate for the solar plant generated power.
11. Purchaser shall pay other charges like Fixed Charges, Unit charges consumed from the Grid more than the Units produced by the Solar plant, taxes etc to KSEB. The cost of the solar power plant is Rs. 50,000/ KW and estimated life of the plant is 25 years.
12. Purchaser shall not terminate the Agreement unilaterally within the contractual period. In case of such unilateral termination of contract the Purchaser shall compensate the seller for the equivalent amount of initial capital involved at 4% straight line depreciation method.
13. Monthly bill will be raised by the Seller and Purchaser shall make payment within seven Bank working days. Late payment fee of 1% will be applicable for every 15 calendar days or its part delay. If consecutive three months bills are not paid, Seller reserves right to remove and take back solar power plant.
14. If any subsidy is available on roof top solar scheme, Purchaser will enjoy its benefits. For that the seller will give all assistance to obtain subsidy by providing / preparing the required documents.
15. The supporting structure for the panels shall be of GI for flat roofs and of TATA Steel make or other equivalent materials accepted by the purchaser.
16. Any kind of damage (due to solar power plant) to the Purchaser premises during the installation, operation and maintenance shall be rectified by the seller at his cost. The plant shall be insured for accidents to human beings.
17. The Seller will avail credit facility for the creation of the fixed asset (Solar power plant) and the same will be hypothecated to M/s State Bank of India, till the closure of credit facility availed for Fixed asset creation.
18. Notwithstanding anything said herein above or elsewhere it is clearly understood and agreed by both the parties that during the Covid pandemic period the price of the power generated by the Seller in excess of the power consumed by the Purchaser, which is exported to Kerala State Electricity Board shall be paid by the Purchaser to the Seller at the rate at which the Purchaser is paid by Kerala State Electricity Board.

WITNES

PURCHASER:
 (Dr. Winny Varghese, Secretary
 Mar Athanasius College Association
 Kothamangalam - 686 666)

Witness

1. Dr. Shanks - A. Avisah
 Principal - in - Charge
 MA College (Autonomous)
 Kothamangalam.



J. Gopalakrishnan

For and on behalf of **SELLER**
 (Dr. Gopalakrishnan J., Managing Director,
 Gensolar Energy Private Limited)

Witness

1. V. Ranganathan
 2. A. Vijayalaxmi