

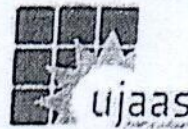


Solar Energy

PERFORMA INVOICE

UJAAS ENERGY LIMITED
(Formerly Known as M and B Switchgears Ltd.)
Registered Office :

SOLAR POWER PROJECTS
Corporate off.- 701, NRK Business Park
Vijay Nagar Square, Indore



Survey No. 21/1,
Opp. Sector-C & Metalman,
Sawver Road Industrial Area,
Indore - 452 015 (M.P.)
Ph.No. 0731-272388

TIN NO. 23351104700
SERVICE TAX RE AADCM4748PST001
CIN No. CINI31200MP1999PLC013571

Name & Address of Buyer	Description of P.O.			Invoice Details		
Mr. Tanmay Pattnayak Jagannath University Chaksu Campus Tonk Road Jaipur-303901	PO No. JNU/Reg/2016-17/1492 Date: 25.04.2017			Invoice No.	Ujaas/ JAG/01	
				Date	11.05.2017	
Description & Specification of Goods	Ident. Marks	Quantity	Assessable Value Per Unit	Total Assessable Value		
Solar Power Generating System Supply, Design Testing & Commissioning of 200 KW Rooftop Solar Plant		1 No.	Value of	Plant inc taxes	11740400.80	
		200 KWp	Value of	Services inc taxes	239719.80	
	Total PO Value Including Services					11980119.80
	Beneficiary's Jagannath Share					11980119.80
Total Duty Payable (In Words) Rupees As per Notification No.6/2006 CE dated 01-03-2006 As per SLNo.84 of the Table with Relevant List No.5 Item No. 10 Total Invoice Value (In Words) Rupees One crore nineteen lakh eighty thousand one hundred and nineteen only.	Excise Duty			NIL	0.00	
	Edu.Cess			NIL	0.00	
	IIE Cess				0.00	
	Sub Total				0.00	
	Deduction				0.00	
	Sub Total				0.00	
	VAT			EXEMPTED	0.00	
	Sub Total				11980119.80	
	Freight/Ins.Etc.				0.00	
	Value of Services			12%	0.00	
Service Tax			2%	0.00		
Edu.Cess			1%	0.00		
IIE Cess				0.00		
Sub.Total				11980119.80		
Deduction				0.00		
Invoice Value					11980119.80	

Sold against Form	NIL
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For Ujaas Energy Limited
(Signature)
Jagannath University
Jaipur

Prepared by

Checked by

Authorized Signatory
(Signature)
Jagannath University
Jaipur



Certified True Copy
Registrar
Jagan Nath University, Jaipur

wheeling to the grid



JAGANNATH
UNIVERSITY

Ref.No: -
Date:25/04/2017

To
General Manager
M/s Ujaas Energy Limited
701, NRK Business Park
Vijay Nagar Square
Indore-452010, India

Subject: Work Order for Design, Supply, Installation & Commissioning of 200kWp Grid Connected Solar Power Plant
Your Ref: Your Offer Date 17th December, 2016.

Dear Sir

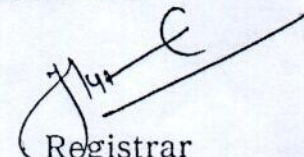
With reference to the above subject work, we are pleased to place the work order for Design, Supply, Installation & Commissioning of 200 kWp Grid Connected Solar Power Plant at Jagannath University, Chaksu Jaipur.

Sl No	Description	Amount/W (Rs.)	Rate	Qty	Amount
1	Design, Manufacture, Supply, of 200kWp. Grid Connected Solar PV System Complete with Solar Module etc. & other Accessories and connecting cables etc.	58.7020	11740400	1	11740400.00
2	Installation & Commissioning of 200kWp. Grid Connected Solar PV System	1.0423	208452.00	1	208452.00
3			SERVICE TAX 15%		31267.80
			Grand-Total		11980119.80

Rupees: .One Cr. nineteen lac eighty thousand one hundred and nineteen rupees eighty paise only.



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Jagan Nath University, Jaipur


Registrar
Jagan Nath University
Jaipur

Chaksu Campus : Village Rampura, Tehsil-Chaksu, Jaipur-303901 (Rajasthan)
Ph.: 0141-3020500, 3020555 Fax : 0141-3020538 Email : info@jagannathuniversity.org Website : www.jagannathuniversity.org
Sitapura Campus : IP-2&3, Phase-IV, Sitapura Ind. Area, Jaipur 302022 Ph.: 0141-4071551-2



मध्य प्रदेश MADHYA PRADESH

AN 493627

AGREEMENT

This agreement is made at Jaipur on 15th day of May, 2017, between:

Jagannath University NH 12, Chaksu Bypass, Tonk Road, Jaipur 303901, through it's authorized signatory, Mr. Tanmay Patnayak Registrar.

AND

Ujaas Energy Limited (Formerly Known as M and B Switchgears Limited) incorporated under the Companies Act, 1956 having its Registered office at 211/1, Opp. Sector C & Metalman industrial Area, Sanwer Road, Indore - 452015 and Corporate Office at 701-A, NRK Business Park, Block B-1, PU-4, Scheme No. 74, Vijay Nagar Square - Indore, Madhya Pradesh herein after to referred to as the "Installer", through its authorized Signatory Mr. Sourabh Sharma authorized by the Board of Directors of the company.

AND

WHEREAS:

Whereas the Owner has planned to get 200 kWp of Grid tied roof top solar PV installation at the roof top Jagannath University, NH 12, Chaksu Bypass, Tonk Road, Jaipur 303901, as per the technical standards made by MNRE /SNA / SECI and policies and regulations of CEA and local DISCOM. for the implementation of Grid Connected Roof Top Solar PV System as a distributed power generating systems.

With reference to the subject LOI for Sales of solar power generating system of Grid Connected Solar PV System of 200 KW Rooftop Grid connected Solar Power Plant at Jagannath University, NH 12, Chaksu Bypass, Tonk Road, Jaipur 303901 an order on Ujaas Energy Limited under the following terms and conditions mentioned below:



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Registrar
Jagan Nath University, Jaipur



Guarantees/Warranties on the different components to the Owner of the project. The

1760

25 APR 2017

~~उत्तरा सुबर्ब लि.~~

~~ता सुबर्ब को विजनेस पार्क~~

~~विजनेस पार्क रोड~~

बिजनेस पार्क रोड

एडमंड रोड

रा. नं. १००, एडमंड रोड (२. ०१)



1. DESCRIPTION OF MATERIAL:

Sale of solar power generating system of Grid Connected Solar PV System Complete with Survey, Design, DPR, Manufacturing, Supply, Erection and Commissioning of Grid Connected Solar PV System Complete with solar module, module mounting structure, grid tied inverter, data logger, AC distribution box with multi-data meter suitable for 3 Phase 4 Wire 440Volts 50Hz AC supply system and all other accessories required to make system operational.

2. SPECIFICATION:

Specifications of various components of Solar Power Plant shall be as per the Specifications laid down by BOM

3. PRICE & PAYMENT TERMS:

SL No	Description	Rate/W (Rs.)	Amount	Qty.	Amount.
1	Design, Manufacture, Supply, of 200 KWp. Grid Connected Solar PV System Complete with Solar Module etc. & other Accessories and connecting cables etc.	58.7020	11740400	1	11740400.00
2	Installation & Commissioning of 200 KWp. Grid Connected Solar PV System	1.0423	208452.00	1	208452.00
3	SERVICE TAX 15%				31267.80
4	Sub-Total				11980119.80
5	MNRE SUBSIDY 30%				3594035.94
6	AFTER SUBSIDY				8386083.86
	Discount				936083.86
	Pay by Beneficiary				7450000.00

The applicable price payable by the owner for 200 KWp capacity plant is as below: -

A) Payment Terms

- 20% with dispatch detail through bank letter.
- 30% after receive module mounting structure and other c & B class material on site through bank letter.
- 25% after installation of MMS
- 15% after commissioning
- 10% after one month with one month performance report.

B) Completion Period

- Project Completion period 3-4 month Working days from date of payment receipt.

C) Taxes & Freight

- All Tax and Freight are inclusive

4. Warranty:

WARRANTEES AND GUARANTEES

The installer shall warrant that the goods supplied under this contract are new, unused, of the most recent or latest technology and incorporate all recent improvements in design and materials. The installer shall provide warrantee covering the rectification of any and all defects in the design of equipment, materials and workmanship including spare parts for a period of 5 years from the date of commissioning. The installer has to transfer all the Guarantees /Warrantees of the different components to the Owner of the project. The responsibility of operation of Warrantee and Guarantee clauses and Claims/ Settlement of issues arising out of said clauses shall be joint responsibility of the installer and the owner of the project.

However, the overall warranty for the major components are as mentioned below



5. Duration:

The entire sale of the solar power generating system has to be done within 3-4 months from the date of the receive the first payment. However, owner shall provide all necessary documents to various authorities from time to time to facilitate installation and commissioning of the plant

6. TYPE AND QUALITY OF MATERIALS AND WORKMANSHIP

The design, engineering, manufacture, supply, installation, testing and performance of the equipment shall be in accordance with latest appropriate IEC/Indian Standards as detailed in the Section- III (Technical specifications) of the bid document. Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE shall be used.

The specifications of the components should meet the technical specifications mentioned in Section III.

Any supplies which have not been specifically mentioned in this Contract but which are necessary for the design, engineering, manufacture, supply & performance or completeness of the project shall be provided by the installer without any extra cost and within the time schedule for efficient and smooth operation and maintenance of the SPV plant.

7. OPERATION & MAINTENANCE (O&M)

The installer shall be responsible for operation and maintenance of the Roof top Solar PV system for a period of 8.5 years, during which OWNER will monitor the project for effective performance in line with conditions specified elsewhere in the bid document. During this period, the installer shall be responsible for supply of all spare parts as required from time to time for scheduled and preventive maintenance, major overhauling of the plant, replacement of defective modules, inverters, PCU's etc. and maintaining log sheets for operation detail, deployment of staff for continuous operations and qualified engineer for supervision of O&M work, complaint logging & its attending.

8. METERING AND GRID CONNECTIVITY

Metering and grid connectivity of the roof top solar PV system under this contract would be the responsibility of the installer in accordance with the prevailing guidelines of the concerned DISCOM and / or CEA (if available by the time of implementation). The OWNER could facilitate connectivity; however, the entire responsibility lies with installer only.

9. PLANT PERFORMANCE EVALUATION

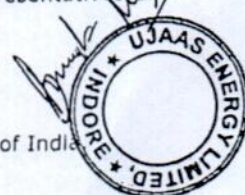
The installer shall be required to meet minimum guaranteed generation with Performance Ratio (PR) at the time of commissioning and related Capacity Utilization Factor (CUF) as per the DNI levels of the location during the O&M (5 Years) period. PR should be shown minimum of 75% at the time of inspection for initial. CUF of 15% (equivalent 1350 Kwh / KW / annum) at 2022 annual Sun hours, daily averaging to 5.67 sun hours to be delivered for the first year with an annual reduction of 1% y-o-y. The installer should send the periodic plant output details to Owner for ensuring the CUF. The PR will be measured at Inverter output level during peak radiation conditions.

10. PROGRESS REPORT

The Installer shall submit the progress report monthly in the Proforma mutually discussed and agreed between the OWNER and the Installer. The installer shall submit the progress report to the owner. The owner will have the right to depute his/their representatives to ascertain the progress of contract at the premises of works of the installer.

11. APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of the Union of India



12. SETTLEMENT OF DISPUTE

If any dispute of any kind whatsoever shall arise between the owner and installer in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, whether the parties shall seek to resolve any such dispute or difference by mutual consultation.

If the parties fail to resolve, such a dispute or difference by mutual consent, within 60 days of its arising, then the dispute shall be referred by either party by giving notice to the other party of its intention to commence arbitration as hereafter provided, as to the matter in dispute, & no arbitration may be commenced unless such notice is given.

13. FORCE MAJEURE

Notwithstanding the provisions of clauses contained in this contract; the installer shall not be liable to termination of contract; if he is unable to fulfill his obligation under this contract due to force majeure conditions.

For purpose of this clause, "Force Majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by RRECL and its decision shall be final and binding on the installer and all other concerned.

In the event that the installer is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond six months, the owner has the right to terminate the contract.

14. LANGUAGE

All documents, drawings, instructions, design data, calculations, operation, maintenance and safety manuals, reports, labels and any other data shall be in English Language.

15. STATUTORY CLEARANCE:

M/s Ujaas Energy Limited shall be singularly responsible to secure strict compliance with all Central and State laws as well as rules, regulations, bye-laws and orders of the local authorities as may be in force from time to time. You shall comply with all statutory requirements as and when the same is required by concerned authorities/statutory bodies including State/ Central Electricity Departments, and provisions laid down in Electricity Act'2003 if any, during the currency of the contract period. M/s Ujaas Energy Limited shall have arrange for No Objection Certificate from concerned authority/ distribution company, on behalf of owner for grid connectivity.

For Jagannath University, Jaipur

Authorized Signatory
Jagannath University
Jaipur

For Ujaas Energy Limited

Authorized Signatory



WITNESS

1. _____
2. _____



Certified True Copy
Registrar
Jagan Nath University, Jaipur