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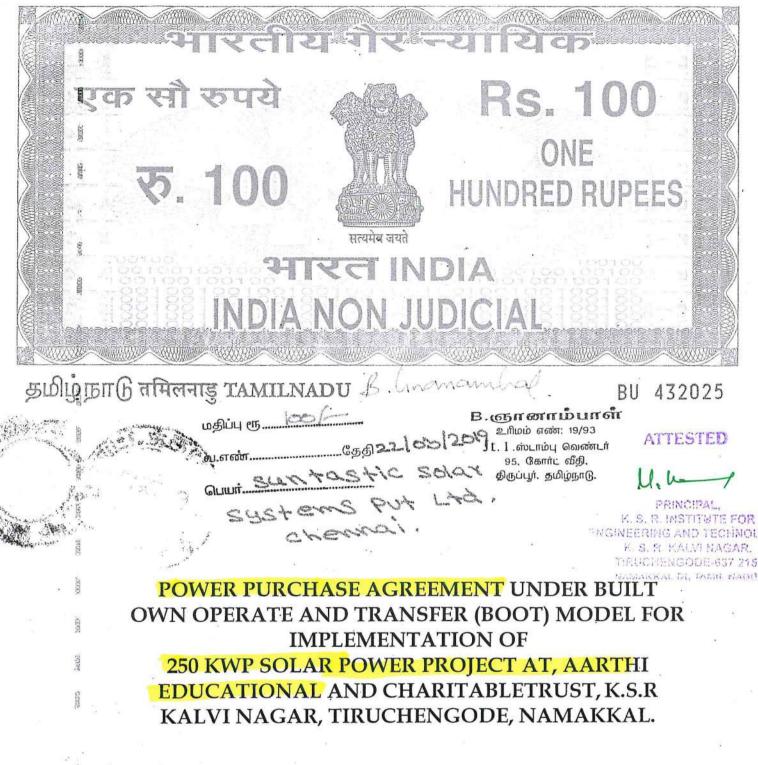
**Tiruchengode, Namakkal (Dt), Tamil Nadu** (Approved by AICTE, Affiliated to Anna University, Accredited by NAAC (A+) & NBA)

## 7.1.2 Facilities for Alternate Sources of Energy and Energy Conservation Measures

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Supporting document for alternate sources of energy and energy conservation : Agreement copy for Solar power Plant.



Parties to the Agreement:

ALC: N

This POWER PURCHASE AGREEMENT is made and entered into this 22<sup>nd</sup> day of MARCH, 2019 between

SUNTASIC SOLAR SYSTEMS PRIVATE LIMITED, a company registered under the companies Act and having their registered office 27A / 69, First Pilliayar For SUNTASTIC SOLAR SYSTEMS PVT. LTD, For AARTHI EDUCATIONAL AND CHARITABLE TRUST,

> Director Page 1 of 33 Page2

MANAGING TRUSTEE

Koil Street, Lakshmipuram, Chrompet, Chennai - 44 hereinafter referred as 'SUNTASTIC' which expression shall unless repugnant to the context or meaning there of shall include its successors and assigns, authoritatively represented by its Director of the one part.

#### AND

AARTHI EDUCATIONAL AND CHARITABLE TRUST, a registered Educational and Charitable Trust having their registered office at K.S.R KALVI NAGAR, TIRUCHENGODE, NAMAKKAL, TAMIL NADU - 637209, here in after referred to as purchaser which expression shall unless repugnant to the context or meaning thereof shall include its successors and assigns authoritatively represented by its managing trustee Mr. R. Srinivasan of the other part.

Preamble to the Agreement:

WHEREAS, "SUNTASTIC" is engaged in the business of supply, Installation, MADU maintenance and setting up of solar power plant of different capacities for the customers and having wide area of experiences in the field.

Whereas "Consumer" is an educational and charitable trust imparting education and training in the field of engineering, arts, commerce, science and other discipline to the student community.

Whereas Suntastic submitted a written proposal for supply, installation and maintenance of 250 KW solar power plants on the roof top of the buildings owned by the Consumer on Built Own Operate and Transfer model.

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Director

For AARTHI EDUCATIONAL AND CHARITABLE TRUST,

Page 2 of 33 Page 3 MANAGING TRUSTEE

K. S. R. INSTITUTE FOR ENGINEERING AND TECHNOLOGY, K. S. R. KALVI NAGAR, TIRUCHENGODE-637 215, Whereas the Consumer has gone through the proposal of setting up a 250 KW solar power plant in detail and agreed to buy the solar power generated from the plant from Suntastic for an Agreement period of time and get the plant transferred to their name.

Whereas after mutual discussion and negotiation both Suntastic and the Consumer agreed to the supply, Installation and commissioning of the 250KW solar power plant on the roof top of the buildings (KSR CE MCA, Mechanical Block, And IET Main Block ) owned by the Consumer situated K.S.R KALVI NAGAR, Thiruchengode, Namakkal, Tamil Nadu - 637209 and run the plant on behalf of the Consumer for the entire Agreement period and further the customer agreed to buy the Solar power generated from the solar power plant on the following terms and conditions more fully described in this agreement.

NOW THIS AGREEMENT WITNESSETH THAT, in consideration of the mutual agreement hereinafter set forth, the parties agree as follows:

1. Definition and interpretation:

1.1 Definition: Key terms used within this Agreement are defined as follows:

1.1.1 Ancillary equipment - Ancillary equipment shall mean and include the equipment, tools, jigs and other items used for the purpose of Installation, commissioning, maintenance and service of the solar power plant.

1.1.2 Committee - Committee shall mean and include the settlement committee constituted by both the parties for the settlement of dispute between the parties.

For SUNTASTIC SOLAR SYSTEMS PVT. LTD, A.K. Axi Director

For AARTHI EDUCATIONAL AND CHARITABLE TRUST,

MANAGING TRUSTEE

#### ATTESTED

RINCIPAL. K. S. R. INSTITUTE FOR ENGINEERING AND TECHNOLOGY K. S. R. KALVI NAGAR. TIRUCHENGODE-637 218 Page 3 of 33 Page4

<u>1.1.3 Completion Date</u> - The date on which the Suntastic warrants by written notice that the 250 KW power plant installations, testing and commissioning completion date

<u>1.1.4 Consumer</u> - Consumer shall mean and refer AARTHI EDUCATIONAL AND CHARITABLE TRUST, a registered Educational and Charitable Trust having their registered office at K.S.R KALVI NAGAR, TIRUCHENGODE, NAMAKKAL, TAMIL NADU - 637209

<u>1.1.5 Agreement Period:</u> Agreement period shall mean 15 (Fifteen) years from the date on which both the parties sign this Agreement.

<u>1.1.6 Agreement Effective Period –</u> The effective date of this Agreement shall be the date on Hand over the System (After Completing Commissioning Monther For Licensing Work).

<u>1.1.7 Guaranteed power</u> – Guaranteed power shall mean the minimum units of solar power generated daily from the 250 KW power plants and supplied to the customer.

<u>1.1.8 Power Tariff</u> – Power Tariff shall mean and include the rate at which Suntastic charges the unit of solar power supplied to the consumer

<u>1.1.9 Solar power</u> - The Solar power shall mean Electrical energy generated by the 250 KVA power plants and supplied to the Consumer.

 1.1.10 Solar Power plant
 - Solar Power plant shall mean 250 KW solar power

 plant installed by "Suntastic" at the consumer premises situated KSR CE MCA,

 Mechanical Block, And IET Main Block, K.S.R KALVI NAGAR, Thiruchengode,

 Namakkal, Tamil Nadu - 637209

 For SUNTASTIC-SOLAR SYSTEMS PVT. LTD,

Page 4 of 33 Page5

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Director

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TIRUCHENGODE-637 215. Namarkal di, tamil Nadu <u>1.1.11 Solar Power Plant site</u>: The plant site shall mean the roof top of the customer buildings situated at KSR CE MCA, Mechanical Block, And IET Main Block, K.S.R KALVI NAGAR, Thiruchengode, Namakkal, Tamil Nadu – 637209

<u>1.1.12 Suntastic</u> - Suntastic shall mean and refer SUNTASIC SOLAR SYSTEMS PRIVATE LIMITED, a company registered under the companies Act and having their registered office 27A / 69, First Pilliayar Koil Street, Lakshmipuram, Chrompet, Chennai - 44

<u>1.1.13 Terminal Value</u> – The amount the Customer may pay to Suntastic while transferring the 250 KW power plants to the customer after the Agreement / Volunteer closing period by a consumer.

#### **1.2 Interpretation:**

In this Agreement, (unless repugnant or contrary to the context hereof) R. KALVI NAGAR.

- a) Reference to the singular includes a reference to the plural and vice<sup>OL TARML NADU</sup> versa, and reference to any gender includes a reference to the other gender.
- b) Reference to an individual shall include his legal representative, successor, legal heir, executor and administrator and reference to natural persons shall include bodies corporate and vice versa.
- c) References to any statute or regulation made using a commonly used abbreviation shall be construed as a reference to the title of the statute or regulation.
- d) The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement.
- e) The term "including" means "including, but not limited to".

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f) The headings and sub-headings hereto are inserted only for reference to the provisions hereof and shall not affect the construction of such provisions.

#### 2. Agreement Documents

#### 2.1. Documents Included:

The agreement shall include its annexures and any amendments or addenda added later in writing thereto, as though attached hereto or set forth at length herein:

#### 2.2. Entire Agreement:

This Agreement is the entire agreement between the parties, and no alterations, changes or additions thereto shall be made, except in writing approved by the ATTESTED parties.

3.1 Suntastic scope of work:

K. S. R. INSTITUTE FOR ENGINEERING AND TECHNOLOGY, K. S. R. KALVI NAGAR,

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Suntastic shall agree to provide the following services relating to the installation DE-637 215, and commissioning of solar power plant at KSR CE MCA, Mechanical Block, And IET Main Block, K.S.R KALVI NAGAR, Thiruchengode, Namakkal, Tamil Nadu – 637209

- a. Supply, Installation, and commission maintenance of 250 KW solar power plant at the plant site.
- b. Operation and Maintenance of 250 KW solar power plant for the Effective Agreement period of 15 years.

FOR SUNTASTIC-SOLAR SYSTEMS PVT. LTD. (J-K. Azunzo

Director

For AARTHI EDUCATIONAL AND CHARITABLE TRUST,

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- c. Supply the energy from the solar power plant to the customer and measure energy supplied so, for monthly billing.
- d. Obtain all and necessary permits and Clearance required for development and operation of solar Power Plant from the government and Local authorities.
- e. Provide 24 X 7 Power generation Monitor platforms and Support the customer in the event of any Power supply interruption.

#### 3.2. Equipment Design and Construction

- a) Suntastic shall design the 250 KW solar power plants, install and commission the solar power plant on or before 30 May 2019 and necessarily obtaining prior Permission from government and local authorities.
- b) The Suntastic shall be responsible for quality of the products and components used for the installation and commissioning of the solar power plant.
- c) Suntastic shall maintain the plant lay out, wiring diagram and other records relating to the installation and commissioning of the plant and test certificate provided by the component suppliers including inspections ATTESTED reports.

#### 3.3. Notice of Completion

The Suntastic shall notify to the Customer in writing the completion of the rame HADU installation and commissioning of the solar power plant and if the customer wish

FOR SUNTASTIC SOLAR SYSTEMS PVT. LTD. J. H. Aenn

Director

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K. S. R. KALVI NAGAR.

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shall inspect the solar power plant either by themselves or through a third party inspection agencies.

#### 3.4. Maintenance of Solar Power Plant

Suntastic, at its sole expense, shall be responsible for maintenance and repair of the Solar Power plant for Effective Agreement period. Maintenance includes all work and costs associated with periodic inspections, tests, calibrations, and adjustments required to sustain and/or restore energy system operational status to as-designed performance and performance requirements of this agreement. Repair includes all labor, material, consumables, transport, and equipment required to replace, rebuild, or restore to as-designed performance systems and equipment that have failed.

#### 3.5. Operation and Maintenance Protocol and Manuals

- a. Suntastic shall maintain the solar power plant in an operational condition for the Effective Agreement period.
- b. Suntastic shall develop protocol for operation and maintenance of the Power Plant before the completion of Effective Agreement period and hand over the same to the Customer
- c. Suntastic shall train the customer personnel as required to operate, maintain, and repair the power plant before the completion of the Effective Agreement period or before termination whichever is earlier.

#### 3.6 Maintenance of Solar power plant and warranty:

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MANAGING TRUSTEE

During the Effective Agreement period, Suntastic shall warrant the maintenance OL TANKL NADU of Solar power plant and uninterrupted supply of power to the consumer, these warranty shall include free replacement and repair of any defective parts and For AARTHI EDUCATIONAL AND CHARITAGLE TRUST, FOR SUNTASTIC SOLAR SYSTEMS PVT. LTD,

Director

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components such as Solar panel, inverter etc.

#### 3.7. Procurement of Equipment

Suntastic shall undertake all the necessary procurement of the equipment and services for the project. The equipment installed at the solar Power Plant Site shall be the property of Suntastic till the Effective Agreement period. The Consumer shall have no lien on the equipment installed at the Solar Plant Site. Suntastic shall submit a table of materials Installed at the solar site and the material replaced during the Effective Agreement period the Effective Agreement period. The Technical specification and the bill of material of the equipment to be installed will be separately given in Annexure I.

#### 3.8 Owner ship of the Solar Power Plant:

Suntastic is installing the solar power plant at the customer site under the Built, Own, operate and Transfer scheme. During the Effective Agreement period / the solar power plant will be owned either by Suntastic.

#### 3.9 Training:

Suntastic shall train the consumer personnel as required to operate, maintain, and repair the solar Power Plant and systems as required for daily operation and in the event of emergencies. Training shall include both classroom and a practical instruction. Course materials shall include Suntastic supplied operation and ATTESTED maintenance plans and manufacturer-supplied manuals and service instructions.

#### 3.10 Maintenance and Repair Response Time:

In the event of normal repairs, the minimum response time from Suntastic- to TAMIL NADU. attend to such repairs is forty-eight (48) hours from the time of intimation. In the event of major repairs the response time from Suntastic to attend to such repairs

FOI SUNTASTIC SOLAR SYSTEMS PVT. LTD. Director

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PRINCIPAL, K. S. R. INSTITUTE FOR ENGINEERING AND TECHNOLOGY, K. S. R. KALVI NAGAR,

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shall be discussed with the Customer depending upon the nature of the fault shall be discussed and will be recorded and brought under the notice of all parties.

4. Responsibilities of the Customer:

4.1. Reviews and Approvals

The Customer shall review materials list, reports and plan (that is, site assessment report, Bill of material and its specification, Installation plans) within 15 days of receipt at their solar plant site, unless a different period is explicitly stated elsewhere in this Agreement.

#### 4.2. Equipment Locations and Access

4.2.1 The Consumer shall provide 20000 S ft. of building space on the roof top of the building situated at KSR CE MCA, Mechanical Block, and IET Main Block, the description of which is more fully stated in Annexure II to this agreement.

4.2.2 Further the Consumer shall suitably grant the Suntastic exclusive, uninterrupted and trouble free access to its premises for the installation, commissioning, maintaining and servicing of the Solar Power plant and its ancillary equipment. The Consumer shall not restrict the entry of the officials of Suntastic at any given point in time during the Agreement Period.

4.2.3 The consumer shall also provide suitable and secured space for the storage of the equipment and material and uninterrupted right to access the storage to the officials of Suntastic

For SUNTASTIC-SOLAR SYSTEMS PVT. LTD,

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> K. S. R. KALVI NAGAR, TIRUCHENGODE-637 215,

51-12: Director

#### 4.3. Assistance in documentation:

Suntastic agreed to obtain necessary permission and approvals and comply with the necessary documentation. The Consumer hereby agrees to assist Suntastic in this application and documentation process which is necessary for the implementation of the solar power plant.

#### 4.4 Safety and Security of the Solar Power plant:

The consumer should suitable provide sufficient security to the solar power plant installed at their site and ensure the safety of the solar power plant.

#### 4.5 Man Power, Water and other facilities:

The consumer shall provide one or two officials to Suntastic who shall train them in maintaining and servicing the solar power plant during the Agreement period along with Suntastic and after operate the solar plant independently. It is also agreed that the consumer shall provide sufficient water and other facilities required for cleaning the Solar Power plant at a regular intervals.

#### 5. Agreement Period:

Suntastic shall undertake to maintain and service the Solar Power Plant<sup>DE-637 215</sup>, NAMAKKAL OL TAMIL NAOU and supply power uninterruptedly to the customer for period of 15 years (Fifteen Years) from the date of notice of completion of the project.

#### 1. Solar Modules: Product & Performance warranty up to 25 years

#### 2. Solar On grid inverter (Grid tied) up to 25 years

Director

Suntastic shall undertake to maintain and service the solar modules & inverters up to years.

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PRINCIPAL, K. S. R. INSTITUTE FOR

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#### 6. Billing for the supply of Solar Power and Power Tariff:

6.1 Suntastic shall install power meters to measure the supply of solar power to the consumer.

6.2 Every unit of power supplied to the consumer will be billed at the Power tariff of **Rs. 4.65 /per unit**. The related taxes payable on the Power bill shall also be borne additionally by the customer.

6.3 Suntastic shall raise bill on the solar power produced and consumed by the Consumer on 2<sup>nd</sup> of every subsequent month which shall be paid by the consumer within 7 days of receipt of the bill by the Consumer.

6.4 Any delay in the payment of Power bill by the Customer beyond 7 days as stated in clause 6.3 of this agreement, shall attract 2% interest per month.

#### 7. Transfer and Terminal Value:

Suntastic shall transfer the Solar Power Plant after the Agreement Period at as on date terminal value to the customer.

#### 8. Security Deposit:

The consumer should offer Rupees Two Lakhs as a non-dated cheque to secure the billing payment to Suntastic

For SUNTASTIC SOLAR SYSTEMS PVT. LTD,

For AARTHI EDUCATIONAL AND CHARITABLE TRUST,

3.

Director

## ATTESTED

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PRINCIPAL, K. S. R. INSTITUTE FOR ENGINEERING AND TECHNOLOGY. K. S. R. KALVI NAGAR. TIRUCHENGODE-637-215, NAMAKKAL DI, TAMIL NADU.

> Page 12 of 33 Page13

This Agreement is the entire agreement between all the parties, and no alterations, changes or additions thereto shall be made, except in writing approved by the parties.

#### 10. Records, Documentations and Periodical Reporting:

Suntastic shall keep and maintain accurate and detailed records and documentation relating to the project and its associated energy production, energy supply, maintenance records, replacement of parts/components and other related activities during the Agreement Effective period. Suntastic agrees to submit necessary reports to the Consumer and if required to local/government authorities during the entire period of this Agreement.

#### 11. Force Majeure:

If at any time, during the continuance of this agreement, the performance of whole or in part of any obligations under this agreement shall be prevented or delayed by reason of war, hostilities, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (herein after referred to events) lying beyond the reasonable control of and unanticipated or unforeseeable by and not brought about at the instance of, the party claiming to be affected by such event provided, notice of the happening of such event is given by either party shall by reason of such event, be neither entitled to terminate this agreement nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and deliveries under the agreement shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the

FOR SUNTASTIC, SOLAR SYSTEMS PVT. LTD, A.K. Aou

For AARTHI EDUCATIONAL AND CHARITABLE TRUST,

Director PRINCIPAL. K. S. R. INSTITUTE FOR ENGINEERING AND TECHNOLOGY. Page 13 of 33

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decision of Suntastic as to whether the deliveries have been so resumed or not, shall be final and conclusive.

#### 12. Insurance

12.1 Suntastic shall maintain insurance in full force and effect throughout the term of this Agreement period.

12.2 Suntastic shall indemnify the Consumer against all losses and claims in Respect of:

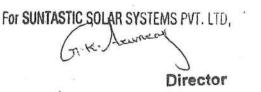
a. death of or injury to any person or

b. loss of or damage to any property

which may arise out of, or in consequence of the execution of this Agreement and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof.

12.3 Suntastic shall maintain insurance coverage for the works, together with the materials and equipment, to the full replacement cost, against the risk of loss, damage by fire or otherwise, or theft of Suntastic-owned and installed Solar Power Plant/equipment, and loss due to riot and vandalism etc. until title to the equipment passes to the Consumer upon expiration of the Agreement term.

12.4 Insurance shall be in force the first day of the term of this Agreement.



For AARTHI EDUCATIONAL AND CHARITABLE TRUST,

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PRINCIPAL, K. S. R. INSTITUTE FOR ENGINEERING AND TECHNOLOGM K. S. R. KALVI NAGAR, TIRUCHENGODE-637 215, NARAKKA, DI, TABIL NADU

> Page 14 of 33 Page15

#### 13. Notices

All notices to be given by either party to the other shall be in writing and must be either delivered personally or by overnight courier service or mailed by registered or certified mail ID, return receipt requested, addressed as follows:

For the purpose of communication the address and other details of the Suntastic and The Consumer is as follows:

Suntastic

#### : SUNTASIC SOLAR SYSTEMS PRIVATE LIMITED

: 27A / 69, First Pilliayar Koil Street, Lakshmipuram,

Authorized person

: Director

: 97833 44260

: Dr. G.K. Arun Raj

Chrompet, Chennai - 44

Address

Designation

Tel Nos.

Email ID

: md@suntasticsolarsystems.com

The Consumer

#### : AARTHI EDUCATIONAL AND CHARITABLE TRUST

Authorized Person

: Mr. R. Srinivasan

: Managing Trustee

Designation

Address

: K.S.R KALVI NAGAR, Thiruchengode, Namakkal, Tamil Nadu - 637209

Tel Nos.

: 04288 274760

: aarthitrust@gmail.com

Email

For SUNTASTIC SOLAR SYSTEMS PVT. LTD,

For AARTHI EDUCATIONAL AND CHARITABLE TRUST,

Director

ATTESTED

MANAGING TRUSTEE

PRINCIPAL, K. S. R. INSTITUTE FOR ENGINEERING AND TECHNOLOGY, K. S. R. KALVI NAGAR, TIRUCHENGODE-637 215, NAMA Page 15 10f - 3300 Page 16

#### 14. TERMINATION:

14,1, This Agreement shall commence on the date of signing of this agreement and shall be in force up to Agreement period. Since the installation and commissioning of solar power plant involves huge investment and effort from Suntastic, Either party shall not ordinarily terminate this agreement during the Agreement period. After completion of the Agreement period this agreement shall terminate automatically.

- 14.2. Suntastic may terminate the Agreement forthwith for any default or breach thereof of the Consumer, which default or breach is not remedied (where capable of remedy) by the Consumer within 60 days of notice received in this behalf from the Suntastic
- 14.3. Agreement terminated due to fault on the part of the Consumer, Suntastic shall entitle to receive the market value of the solar Power Plant installed and commissioned at the customers solar power plant site and liquidated damages equal to 6 months billable amount as a compensation for the premature termination of the agreement.
- 14.4. Agreement terminated due to the fault on the part of Suntastic, Consumer shall entitle to receive liquidated damages equal to 6 months billable amount as a compensation for the premature termination of the agreement
- 14.5. The franchisee shall immediately surrender all documents, rights, license and privileges granted under this agreement.
- 14.6. Both the Parties may terminate this Agreement, by not less than ninety(90) days' written notice of termination to other, to be given after the

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Director

FOR SUNTASTIC SOLAR SYSTEMS PVT. LTD,

For AARTHI EDUCATIONAL AND CHARITABLE TRUST,

MANAGING TRUSTEE

occurrence of the event that the parties to the agreement becomes insolvent or bankrupt.

- 14.7. Termination for Convenience at the mutual consent of both the parties : Any time after the Substantial Completion, both the parties shall exercise the option of Termination for Convenience at the mutual consent by giving **ninety (90)** days notice to the other party after mutual discussion and on the terms and conditions mutually agreeable to the parties.
- 14.8. Either party shall not be relieved of any obligation to make payment to the other in respect of any amount which shall have become payable while this agreement was in force.

#### 15. DISPUTES

All disputes arising under or related to this Agreement shall be resolved in accordance with this clause.

- 15.1. A claim by the affected party shall be made, in writing, and submitted to the other party giving a description of the nature of the dispute for a written decision.
- 15.2. Both the party shall mutually sit and discuss the dispute and arrive at a mutually agreeable decision within 30 days of the request considering all the necessary information relating to the dispute. The findings and decision shall be written and shall be mailed or otherwise furnished to the affected party.
- 15.3. If the dispute cannot settle amicably within the period specified in the clause 15.2, then the same shall be referred to a Committee represented by the expert from different fields for determination.

#### ATTESTED

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15.4 A settlement committee shall be formed by both parties at the time of the Agreement. The members of the Committee shall certify that they are not subject to any conflict of interest and is willing to serve as an expert on the terms set out.

The Committee shall constitute the following members:-

Representative of Suntastic

Representative of the consumer

Representative from a local trade association who shall be the chairman of the committee.

15.5. The committee based on the findings and facts render the decision within45 days of the request.

15.6. In case the parties fail to settle amicably the disputes even through the constituted committee, the same may be referred to arbitration of a Sole Arbitrator to be mutually agreed between the parties, failing which the Secretary, of the Chamber of Commerce, Chennai would appoint the Sole Arbitrator. The arbitration proceedings will be conducted in accordance with Arbitration and Conciliation Act, 1996. The sole arbitrator decision shall be final and binding on both the parties.

#### 16. INDEMNITIES

Both the parties shall indemnify, defend and hold each other harmless from any and all claims, actions cost, expenses, damages and liabilities including the attorney's fees, arising out of connected with or resulting from sole negligence or willful misconduct of that party's employees or agents. However neither party shall indemnify the other against the claims, damages, expenses or liabilities

FOR SUNTASTIC SOLAR SYSTEMS PVT. LTD,

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ENGINEERING AND TECHNOLOGY R. S. R. KALVI NAGAR. TRUCHENGODE-537 215, Page 18 of 33 Page 19

For AARTHI EDUCATIONAL AND CHARITABLE TRUST,

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resulting from alleged, claimed or concurrent negligence or misconduct of the other party.

#### 17. ASSIGNMENT

Any transfer, sale or merger of the selected firm or acquisition by other firm with/without liabilities that may affect the Agreement directly and indirectly shall not be allowed except with the mutual consent of the parties.

#### 18. **Representations and Warranties**

Each party warrants and represents to the other that:

- It has all requisite power, authority, licenses, permits, and franchises, 18.1. corporate or otherwise, necessary to execute and deliver this Agreement and to perform its obligations;
- Its execution, delivery, and performance of this Agreement has been duly 18.2. authorized by, and is in accordance with, its organic instruments, and this Agreement has been duly executed and delivered for it by the signatories and constitutes its legal valid and binding obligation;
- Its execution, delivery, and performance of this Agreement will not result 18.3. in a breach or violation of or constitute a default under any agreement, lease, or instrument to which it is a party or by which it or its properties may be bound to be affected; and
- It has received no notice, nor to the best of its knowledge is there pending 18.4. or threatened any notice, decree, award, permit, or order that would materially adversely affect its ability to perform hereunder.

For SUNTASTIC SOLAR SYSTEMS PVT. LTD.

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Director

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For AARTHI EDUCATIONAL AND CHARITABLE TRUST

STITUTE FOR ENGINEERING AND TECHNOLOGY K. S. R. KALVI NAGAR, Page 19 of 33<sup>215</sup>

MANAGING TRUSTEE

This Agreement shall be interpreted, construed, and enforced in all respects in accordance with the laws of India and subject to the Provision of clause 15, any litigation arising there from shall be brought and resolved by the courts of competent jurisdictions located in Chennai.

20. Laws to be observed

Both the parties, all times, shall observe and comply with all Central, State, and local laws or ordinances, rules, and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, and the conduct of the work. Both the parties shall also comply with all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the work. Any reference to such laws, ordinances, rules, and regulations shall include any amendments thereto.

#### 21. NO WAIVER

None of the provisions of this Agreement shall be considered waived by either party, except when such waiver is given in writing. The failure of any party, at any time or times, to enforce any right or obligation, with respect to any matter arising in connection with this Agreement, shall not constitute a waiver as to future enforcement of that right or obligation of this Agreement

#### 22. Confidentiality

The Contractor acknowledges that all information supplied by Suntastic relating to the solar power project and not already in the public domain is and shall remain the property of the both the parties. The personnel of either of them and all other

FOR SUNTASTIC SOLAR SYSTEMS PVT. LTD,

Director

PRINCIPAL, K. S. R. INSTITUTE FOR

ENGINEERING AND TECHNOLOG K. S. R. KALVI NAGAR, TIRUCHENGODE-637 215, NAMARKAL DI, TAMIL NADU Page 20 of 33 Page 21

ATTESTED

For AARTHI EDUCATIONAL AND CHAINTAPLE TRUST,

MANAGING TRUSTEE

representative who become knowledgeable of this information from Suntastic shall not disclose any proprietary or confidential information relating to the project, the services, this Agreement or operations without the prior written consent of Suntastic during the Contract period.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

For and on behalf of SUNTASIC SOLAR SYSTEMS PRIVATE LIMITED For SUNTASIC SOLAR SYSTEMS PVT. LTD,

By Dr. G. K. ARUN RAJ Its Director

Director

2. ..

L. Prince Anond: Manager - operations.

For and on behalf of AARTHI EDUCATIONAL AND CHARITABLE TRUST

By Mr. R. Srinivasan Its Managing Trustee

On this 22<sup>nd</sup> day of March, 2019.

1. For AARTHI EDUCATIONAL AND CHARITABLE TRUST,

MANAGING TRUSTEE

Dr. P. ARAVINIJAN . ELECTRI CAL ENLINEER

AITESTED

2.

PRINCIPAL, K. S. R. INSTITUTE FOR ENGINEERING AND TECHNOLOGY, K. S. R. KALVI NAGAR, TIRUCMENGODE-637 215, NAMAKKAL DI, TAMIL NADU

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TAMIL NADU SUNTASTIC SOLAR SYSTEMS PRINATE LIMITED.

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## SOLAR POWER PLANT OPERATION AGREEMENT

This agreement is continuation from the agreement no: BU 432026 Dt: 22.03.2019

Parties to the Agreement:

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20-08-2019

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This agreement is made and entered into 20th day of August 2019 between

SUNTASIC SOLAR SYSTEMS PRIVATE LIMITED, a company registered under the companies Act and having their registered office 27A / 69, First Pilliayar Koil Street, Lakshmipuram, Chrompet, Chennai - 44 hereinafter referred as 'SUNTASTIC' which expression shall unless repugnant to the context or meaning there of shall include its successors and assigns, authoritatively represented by its Director of the one part.

AFTESTED FOR SUNTASTIC SOLAR SYSTEMS PVT. LTD. For AARTHA PONCASIONAL & CHARITABLE TRUST 記し GI-K Aunco PRINCIPAL MANAGING TRUSTER Director S. R. INSTITUTE FOR ENGINEERING AND TECHNOLOGY K. S. R. KALVI NAGAR. South . Page 22 of 33 - 637 215,

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#### AND

AARTHI EDUCATIONAL AND CHARITABLE TRUST, a registered Educational and Charitable Trust having their registered office at K.S.R KALVI NAGAR, TIRUCHENGODE, NAMAKKAL, TAMIL NADU - 637209, here in after referred to as purchaser which expression shall unless repugnant to the context or meaning thereof shall include its successors and assigns authoritatively represented by its managing trustee Mr. R. Srinivasan of the other part.

NOW THIS AGREEMENT WITNESSETH THAT, in consideration of the mutual agreement hereinafter set forth, the parties agree as follows:

- 1. First party Successfully installed and commissioned Roof top solar Power plant system on 30.06.2019
- 2. First got CEIG safety certificate for the solar power plant system.
- **3.** Second party approves to run the system with billing tariff Rs. 4.60 per Unit. Billing Cycle it starts from 21.08.2019 to 20.08.2034.
- 4. If government asks any parallel operation certificate in additionally, that will bear by first party. It means all the costs and penalty by the government (TANGEDCO) will be bear by the first party
- The effective date of this Agreement is the date sign by the both the parties.
   ATTESTED

FOR SUNTASTIC SOLAR SYSTEMS PVT. LID,	M. b-P	For AARTHI EDUCATIC	DNAL & CHARITABLE TRUST	
	PRINCIPAL, C.S.R. INSTITUTE FOR		MANAGING TRUSTEE	4
	EERING AND TECHNO N. S. R. KALVI NAG <mark>AR</mark>		In a resolution for the second	
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#### Confidentiality

Second party acknowledges that all information supplied by First Party to the solar power project and not already in the public domain is and shall remain the property of the both the parties. The personnel of either of them and all other representative who become knowledgeable of this information from Suntastic shall not disclose any proprietary or confidential information relating to the project, the services, this Agreement or operations without the prior written consent of Suntastic during the Contract period.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

# For and on behalf of SUNTASIC SOLAR SYSTEMS PRIVATE LIMITED FOR SUNTASTIC SOLAR SYSTEMS PVT. LTD,

J. K. Acurea By Dr. G. K. ARUN RA

Its Director

For AARTHI EDUCATIONAL & CHARITABLE TRUST

1.02 5-MANACING TRICTLE

2. ....

#### For and on behalf of AARTHI EDUCATIONAL AND CHARITABLE TRUST

By Mr. R. Srinivasan Its Managing Trustee 1. .....

2. .....

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTESTED

De ha

PRINCIPAL, K. S. R. INSTITUTE FOR INGINEERING AND TECHNOLOGY, K. S. R. KALVI NAGAR, TIRUCHENGODE-637 215, NAMAKKAL DI. TAMIL NADU.

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## SOLAR ENERGY





## **BIOGAS PLANT**

## **GOBAR GAS PLANT**

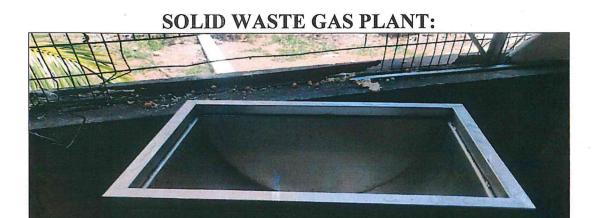


TYPE OF PLANT: KHADI VILLAGE INDUSTRIAL COMMISION(KVIC) CAPACITY: 15m<sup>3</sup> / day Utilization of bio gas: fuel for hostel. Feed Material:cow dung and cattle dung. Doom type: frp material-flexible doom. Average production of Biogas: 10m<sup>3</sup> / Day.

> PRINCIPAL. K. S. R. INSTITUTE FOR INEERING AND TECHNOL K. S. R. KALVI NAGAR, TIRUCHENGODE-637 215,

NAMAKKAL Dt. TAMIL NADU.

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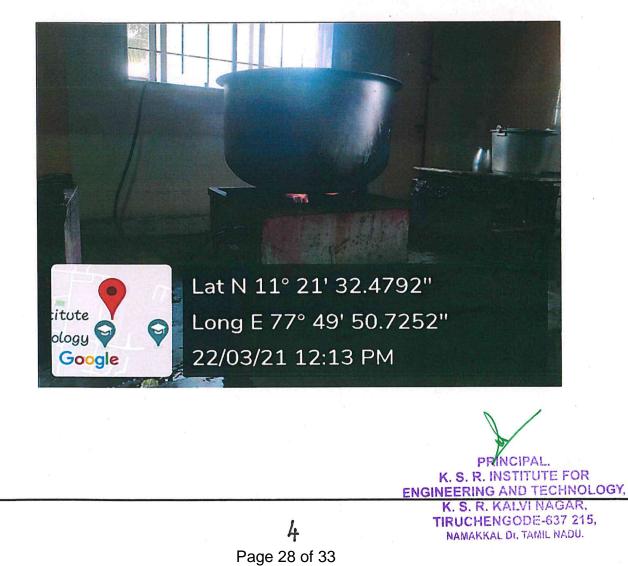


Lat N 11° 21' 31.8096" Long E 77° 49' 52.0788" 22/03/21 12:12 PM



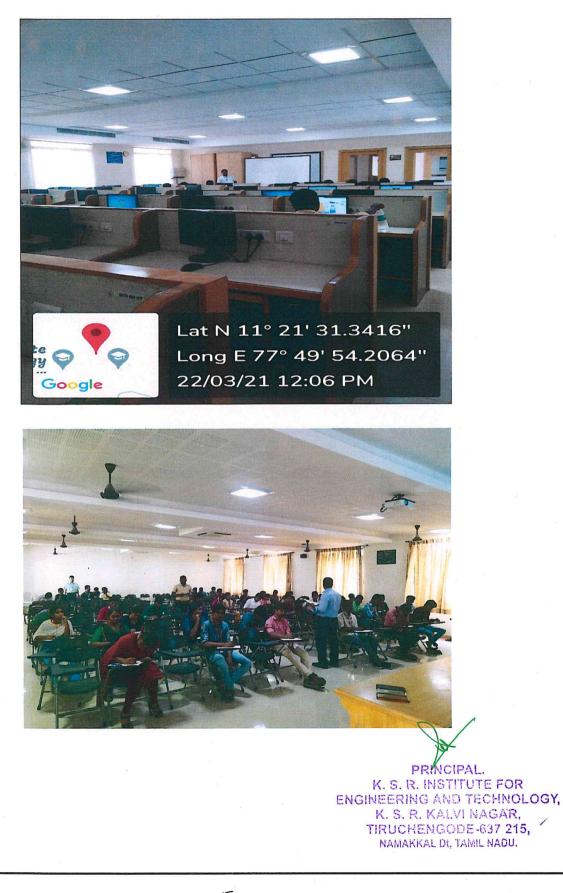
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## **USE OF LED BULBS/ POWER EFFICIENT EQUIPMENT**



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TIRUCHENGODE-637 215, NAMAKKAL DI, TAMIL NADU.





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## SENSOR-BASED ENERGY CONSERVATION



#### **OVERHEAD WATER TANK - WATER LEVEL CONTROLLER**

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### SENSOR BASED ENERGY CONSERVATION



#### Automatic street light sensor

The college has established 5 automated street lights for sensor based energy conservation.

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