

WORK ORDER**DPO/SAUP/2324/0130**

Date: 11/10/2023

To, Raj Technologies B-76, Beside Prakash Foods, NICE Area, MIDC Satpur, Nashik, Maharashtra Nashik - 422007 India Contact No. : 9112216212, 7304429272 Email : marketing@rgistech.com GST No. : 27AJPPK1232N1ZW	From, Sprng Akshaya Urja Private Limited Anu Nagar, Near Unnati School, Petlawad Road, Badnawar, Dhar, Madhya Pradesh, 454660 Dhar – 454660 Contact No. : (+91) 020-6749 0001 Email : GST No. : 23ABFCS9208R1ZQ
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Sub : Survey and providing consultation for AAI and MOD NOC.

Reference:

Quotation of Raj Technologies Dated on 21 July 2023.

1. Scope

For Survey and providing consultation for AAI and MOD NOC.

- Survey and Site Elevation Certificate:
- Survey would be conducted by using the high-end DGPS approved by AAI for conducting survey to issue Site Elevation Certificate.
- Survey would be conducted as per the norms of AAI and certificate will be issued as the standard format.
- Survey would start within 7-10 working days after release of PO or advance, whichever is later.
- Survey would be completed in 15-25 working days depending on the accessibility to the site and after the survey is completed, certificate for the survey would be issued within 7 working days.
- Preparation of the above documents would be completed in 10 working days

2. Contract Price

2.1 The total consideration ("**Contract Price**") Payable is 15,93,000.00.

S.No.	Description of Service	HSN Code	GST%	UOM	Qty.	Unit Rate	Total Cost
1.	Professional & Consultancy Expenses AAI and MOD NOC.	998319	18.00	NO	50	27,000.00	13,50,000.00
	Basic Amount						13,50,000.00
	GST Amount						2,43,000.00
	Total Cost (Including All)						15,93,000.00
In Words **** FIFTEEN LAKH NINETY THREE THOUSAND RUPEES AND ZERO PAISA ONLY							

3. Terms

Payment terms:

60% Amount to mark the start of the project and conduct survey.

20% Amount after the receipt of AAI NOC.

20% Amount after the receipt of MOD NOC.

4. DEFINITIONS

- 4.1. **In these General Terms and Conditions, the terms listed below have the following meaning:**



Affiliate	in reference to a Person any other Person that: (a) directly or indirectly controls or is controlled by the first Person; or (b) is directly or indirectly controlled by a Person that also directly or indirectly controls the first Person. A Person controls another Person if that first Person has the power to direct or cause the direction of the management of the other Person, whether directly or indirectly, through one or more intermediaries or otherwise, and whether by ownership of shares or other equity interests, the holding of voting rights or contractual rights, by being the general partner of a limited partnership, or otherwise. An Affiliate of Company is also an Affiliate of Royal Dutch Shell, plc.
Anti-Corruption Laws	the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010, and all other Applicable Laws that prohibit tax evasion, money laundering, or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other Person.
Applicable Data Protection Law	all Applicable Law(s) related to the protection of Personal Data, the processing of such information, and security requirements for and the free movement of such information.
Applicable Law(S)	where applicable to a Person, property, or circumstance, and as amended from time to time: (a) statutes (including regulations enacted under those statutes); (b) national, regional, provincial, state, municipal, or local laws; (c) judgments and orders of courts of competent jurisdiction; (d) rules, regulations, and orders issued by government agencies, authorities, and other regulatory bodies; and (e) regulatory approvals, permits, licences, approvals, and authorisations.
Company:	Spring Akshaya Urja Private Limited having its registered office at Unit No. FF-48 A, First Floor, Omaxe Square Plot No 14, Jasola District Center New Delhi, 110025 and corporate office at Office # 001, Level G, Pentagon P-5, Magarpatta City, Hadapsar, Pune - 411013.
Company Group	Company and: (a) its co-venturers and joint ventures; (b) any Affiliate of Company, its joint ventures, or its co-venturers; and (c) any director, officer, employee, or other individual working under the direct control and supervision of Company, its joint ventures, or co-venturers, or the Affiliates of Company, its joint ventures, or co-venturers.
Consequential Loss	(a) indirect or consequential losses; and (b) loss of production, loss of product, loss of use, and loss of revenue, profit, or anticipated profit, whether direct, indirect, or consequential, and whether or not the losses were foreseeable at the time of entering into the Agreement.
Contractor:	a party that, performs services and/or works for it or has agreed with Company to do so, or a party to which Company has granted another kind of assignment;
Contractor Group	Contractor and: (a) its subcontractors, (b) any Affiliate of Contractor or its subcontractors; and (c) any director, officer, employee, other Person employed by or acting for and on behalf of Contractor, its subcontractors, or the Affiliates of Contractor and its subcontractors.
HSSE	health, safety, security, and environment.
HSSE Standard	(a) all HSSE policies, manuals, standards, rules, and procedures, as communicated to Contractor, designed to manage HSSE risks during performance of Scope under the Agreement; (b) all Applicable Law(s) relating to HSSE; and (c) any other rules and procedures (whether issued



	by Company Group or otherwise) in force at a relevant Company Group Site at the time of performance of Scope.
IP Rights	all patents, copyright, database rights, design rights, rights in Confidential Information, including know-how and trade secrets, inventions, moral rights, trademarks and service marks (all whether registered or not and including all applications for any of them and all equivalent rights in all parts of the world), whenever and however arising for their full term, and including any divisions, re-issues, re-examinations, continuations, continuations-in-part, and renewals.
Person	(a) a natural person; or (b) a legal person, including any individual, partnership, limited partnership, firm, trust, body corporate, government, governmental body, agency, or instrumentality, or unincorporated venture.
Personal Data	any information relating to an identified or identifiable individual, unless otherwise defined under Applicable Law(s) related to the protection of individuals, the processing of such information, and security requirements for and the free movement of such information.
Restricted Jurisdiction	countries or states that are subject to comprehensive economic or trade sanctions, restrictions or embargoes (as may be amended by the relevant government agencies, authorities, and other regulatory or administrative bodies from time to time).
Restricted Party	any Person resident, established or registered in a Restricted Jurisdiction; (ii) any Person classified as a US Specially Designated National or otherwise subject to blocking sanctions under Applicable Law; (iii) any Affiliates of such Persons; and (iv) any Person acting on behalf of a Person referred to in the foregoing.
Scope	all activities and obligations to be performed by or on behalf of Contractor under the Agreement.
Site	Company's site at Anu Nagar, Near Unnati School, Petlawad Road, Badnawar, Dhar, Madhya Pradesh, 454660 Dhar 454660,
Work Product	any and all information, reports, data, drawings, computer programs, source and object codes, program documentation, spread sheets, presentations, analyses, results, conclusions, findings, solutions, calculations, studies, concepts, codes, manuals, inventions, business models, designs, prototypes, magnetic data, flow charts, recommendations, working notes, specifications or other information, documents, or material, which arises or is made, created, or generated under the Agreement, in connection with Scope, or is made, created, or generated from or using Company Group's Confidential Information or Company Group's IP Rights.

5. APPLICABILITY

- 5.1. These General Terms and Conditions govern any and all applications, offers, quotations, assignments, purchase orders, order confirmations, Agreements and other legal acts (collectively referred to as "Agreement") in respect of, services to be performed, assignments to be carried out and other work to be performed by Contractor for Company.
- 5.2. Any derogations from and/or supplements to these General Terms and Conditions of Purchase may be agreed only in writing and in explicit terms.
- 5.3. Any general terms and conditions of Contractor, however they may be named, explicitly do not apply to the Agreement.
- 5.4. In the event that the content of the Agreement deviates from the content of these General Terms and Conditions of Purchase, the content of the Agreement will prevail.

6. CONCLUSIONS



- 6.1. An Agreement will be concluded between Company and Contractor only if Company has explicitly accepted the assignment, offer or quotation from Contractor in writing or has sent a written confirmation in that respect. In these General Terms and Conditions, 'written' or 'in writing' is taken to mean any form of communication via post, e-mail or other form of electronic data traffic.
- 6.2. Contractor must provide or confirm any and all notifications with respect to the Agreement in writing, stating Contractor's full company name, the order number, the total price for the services as indicated in the order in question. An oral order or assignment will not be binding on Company, except insofar as Company has confirmed the oral order or assignment in writing.
- 6.3. Any and all costs related to drawing up an offer or quotation etc. will be paid by Contractor.

7. PRICES, INVOICING AND PAYMENT

- 7.1. Unless Company and Contractor have agreed otherwise in writing, all the agreed prices are inclusive of cost of Services indicated by Company, including any performance test and including any other additional costs or levies imposed by third parties or otherwise.
- 7.2. In the event that Contractor elects to increase prices that have been agreed under the Agreement, Company will be authorised to dissolve the Agreement, without any notice of default being required and without owing any compensation in that context.
- 7.3. Contractor must send invoices to Company in a format specified by Company, unless agreed otherwise by Company. Any invoices that are not in compliance with the foregoing requirements will not be handled and will be returned to Contractor.
- 7.4. Payment will be made by Company within 30 days, unless the parties have agreed otherwise in writing, on the understanding that /or the services that have been provided and/or the work that has been performed have been approved, and after receipt of any and all related documentation, including the correctly addressed and complete invoice.
- 7.5. In the event that Contractor fails to comply with any obligation pursuant to the Agreement or these General Terms and Conditions, or fails to do so in full, Company will be entitled to suspend the payment obligation towards Contractor.
- 7.6. Company is entitled at all times to set off Contractor's claims against claims that it has against Contractor, on any grounds whatsoever and payment made by Company does not imply any waiver of rights whatsoever.
- 7.7. The Contractor shall clearly indicate the taxes as applicable in the invoice. In the event of Contractor failing to furnish valid GST invoices with appropriate HSN Code, amount corresponding to GST will be disallowed by Company while making payments. GST Registration Number (GSTIN) should be clearly mentioned on the Contractor's quotation.
- 7.8. Company' IGST registration number 23ABFCS9208R1ZQ shall be mentioned in all invoices raised for supply of services under GST regime and also ensure filing of timely return and payment of tax and compliance of other applicable provisions on Contractor under GST regime.
- 7.9. In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on Company due to any default of Contractor under GST shall be to Contractor's account.
- 7.10. If a tax deduction ("TDS") is required by Applicable Law to be made by the Company from the Contract Price, the amount of the payment of the Contract Price due from the Company to Contractor will be decreased by the amount of the tax deduction and Company shall issue a TDS certificate for the abovementioned deduction.

8. TIME SCHEDULE FOR PERFORMANCE OF SERVICES



- 8.1. Contractor shall perform the work and the services in the manner and time indicated in the Agreement, the performance of work or the provision of services will be deemed to have been completed at the moment at which Company has confirmed in writing that the work and/or services in question have been performed or provided or have been approved. Contractor will not be entitled to derive any right whatsoever from such a confirmation or approval, and as a result the confirmation or approval will not impede (by way of an example) Company's ability to exercise its rights under the Agreement, on the ground of a breach on the part of Contractor.
- 8.2. Contractor will provide a time schedule with respect to Scope and send the updates to the Company on a periodic basis.
- 8.3. Contractor will not be entitled to suspend the performance of work or the provision of services in the event that Company commits a breach in respect of its compliance with one or more of its obligations.
- 8.4. Without prejudice to Company's right to claim compensation of any damage that it sustains, for each week by which the completion of the Scope is delayed, Contractor will be liable to pay Company liquidated damages I, without any notice of default being required, equal to 1% of the Contract Price per Week, with a maximum of 10% of the Contract Price.
- 8.5. If Contractor is of the opinion that it will not be able to comply with its obligations (including its obligation to deliver) or will not be able to do so properly and in a timely manner, it must immediately notify Company in that respect, stating the actual circumstances that impede timely or proper compliance. This provision also applies in the event that the cause is attributable to Company.
- 8.6. Contractor is not authorised to suspend its obligation to deliver in the event that Company commits a breach in respect of its compliance with one or more of its obligations.

9. OWNERSHIP AND RISK

- 9.1. The ownership and risk in respect of Scope and Work Product will be transferred from Contractor to Company at the time at time of takeover of the Work Product by the Company. Contractor shall be responsible for make good any loss, theft, damage during the performance of the services prior to the takeover.
- 9.2. Contractor hereby waives any and all rights and powers vested in it on the grounds of a right of retention or a right of recovery, with respect to the work product that are completed.

10. ADDITIONAL WORK AND DEVIATIONS

- 10.1. Contractor will be obliged to immediately notify Company in the event that Contractor is of the opinion that the nature and/or scope of the work must be changed and that change would lead to circumstances that would increase/decrease the costs. Company will not be obliged to pay any price increase in the event that Contractor has failed to comply with its obligation to notify Company.
- 10.2. Any additional work and/or other deviations from the assignment that Company has granted to Contractor will be performed, even if it relates to a cutback or improvement, only after Contractor has been instructed to do so in writing by an authorised representative of Company.
- 10.3. Contractor must submit a separate offer at a fixed price for any supplemental work that Company has requested Contractor to perform before or during the performance of work and/or provision of services.

11. SUBCONTRACTORS AND OTHER THIRD PARTIES



- 11.1. Contractor is responsible and shall ensure that the, subcontractors and/or other third parties (and their personnel) that are engaged by Contractor in connection with the work to be performed and/or services to be provided. Contractor's choice to engage, subcontractors and/or other third parties (and their personnel) is subject to Company's prior approval. However, such approval will not relieve Contractor in any manner whatsoever from its liability for the proper and timely compliance with its obligations on the ground of the Agreement and the obligations of the, subcontractors and/or other third parties (and their personnel) that are engaged by Contractor.
- 11.2. These General Terms and Conditions apply mutatis mutandis with respect to, subcontractors and third parties that Contractor engages. Contractor must give notice in this respect to such subcontractors and/or other third parties in a correct and timely manner and in full.
- 11.3. If Company wishes it to do so, Contractor will send Company copies of assignments, agreements, etc. with subcontractors and/or other third parties in triplicate within a term of fourteen (14) days after such orders have been placed.

12. PERFORMANCE SCHEDULE, PROGRESS REPORTS AND SUPERVISION

- 12.1. If Company requests it to do so, Contractor will be obliged to submit a performance schedule and or assembly plan to Company as quickly as possible, with respect to the work to be performed and/or the services to be provided at Company, which performance schedule or assembly plan will include:
 - a. the time of commencement and a time schedule;
 - b. the planned weekly workforce;
 the assembly and storage site that, in the opinion of Contractor, is required, indicating the time of commencement desired and the period of use;
- 12.2. Each week after the work and the services have commenced, or at another time or manner desired by Company, Contractor will provide Company with a signed and dated progress report. Unless the Agreement provides otherwise, Contractor will be responsible for the day-to-day management and the supervision of the performance of the work. Company will be entitled to inspect the work performed and/or services provided by Contractor. Such inspection will be governed by Clause 13 of these General Terms and Conditions.
- 12.3. Contractor must permit other work to be performed on or near the work, and must ensure that such work is not obstructed or hindered by the performance of its work. Contractor must ensure that Company's business operations are not disrupted or harmed as a result of the performance of the work.

13. COMPANY'S RIGHTS

- 13.1. At all times Company will be entitled to witness the test being performed during the course of performance of the services as per the pre agreed quality inspection plan. Company will also be entitled to perform an interim inspection or final inspection (or to have such an inspection performed) to determine whether a work or services that have been or will be provided, and/or work that has been or will be performed, have been and/or will be provided and/or performed in accordance with the Agreement and these General Terms and Conditions.
- 13.2. Contractor will be obliged to fully cooperate with the interim and/or final inspections referred to in Clause 13.1
- 13.3. Contractor undertakes to ensure that Company has access during working hours to the Contractor's factories and workplaces and to those of its subcontractors and/or other third parties engaged by Contractor. Contractor will be obliged to provide Company or the third



parties that Company engages with any and all information related to the Agreement that they request, and to cooperate with them in any way requested, so that they can perform their duties properly.

- 13.4. In the event that materials and parts are inspected in the factories or workplaces of Contractor, subcontractors and/or other third parties engaged by Contractor, the costs of the inspection will be paid by Contractor. The costs of third parties that Company engages will be paid by Company. The costs related to any repeat inspection will be paid by Contractor in their entirety, unless Contractor has demonstrated that they are the result of a rejection that was caused by Company.
- 13.5. Company will notify Contractor in the event of an interim or definitive rejection, and Company will decide whether Contractor:
- a. perform the work and/or provide the services so that it/they are in accordance with the Agreement and/or these General Terms and Conditions within a term to be stipulated by Company,
- unless Company prefers to terminate the Agreement in accordance with the provisions contained in the Agreement, the foregoing is without prejudice to Company's other rights on the ground of a breach (including the right to claim compensation). Any and all costs incurred (including the costs related to repair and disassembly work) will be paid by Contractor.
- 13.6. Insofar as Contractor fails to comply with its obligations in accordance with Clause 13.5, Company will be entitled to perform the acts referred to in that subsection (or to have them performed) at Contractor's risk and expense. Company will notify Contractor in that respect.
- 13.7. Any notification from Company or a third party that it has engaged, in whatever form it has been communicated, either to Contractor or to any, subcontractors and/or other third parties, will not in any way relieve Contractor from its liability to comply with its obligations as agreed by the parties.

14. GUARANTEE

- 14.1. Contractor guarantees that the work to be carried out or the services to be provided and/or the work to be performed will be in accordance with the Agreement and these General Terms and Conditions.
- 14.2. This guarantee issued by Contractor extends to the following:
- a. parts or components that must be the same in accordance with the drawings or designs submitted by Company must actually be interchangeable. For any and all parts or components that can be replaced, the mating surfaces must be finished in accordance with tolerance sizes. These tolerance sizes will be indicated in the drawings;
 - b. a work, services and/or work activities will be suitable for the purpose for which the assignment or order has been placed or for which the Agreement has been concluded;
 - c. the execution of a work or the performance of services and/or work will take place in accordance with good professional standards and in accordance with the highest standards that can be stipulated on the basis of the state of the art at the time at which it takes place;
 - d. a work, services and/or work activities performed will take place without interruption; and

work that has been delivered and/or the services to be provided and/or the work activities to be performed will be in accordance with the requirements stipulated pursuant to the



law, the applicable rules of self-regulation and/or requirements stipulated by Company, including those related to quality, health, safety, the environment and complaints.

- 14.3. Contractor also guarantees among other things that:
- a. no acts will take place that are in contravention of any applicable laws in India in respect of child labour or in violation of any applicable laws in India;
 - b. no discrimination will take place on the ground of race, sex, religion, etc. and that any form of discrimination will be prohibited;
 - c. there will be no forced, hidden or dangerous work or community punishment, with the exception of the work performed by prisoners who can freely choose to work somewhere and who receive a salary that is in line with market standards;
 - d. the employees will be offered sound and certain employment conditions as per applicable laws in India;
 - e. neither it nor any companies affiliated with it or third parties that it engages will perform any acts that are contrary to Clause 25;
- 14.4. In the event that the Services performed regardless of the results of prior approval do not appear to be in compliance with the provisions contained in this Clause 14 and other guarantees provided and/or requirements agreed in this Agreement, Company will be entitled to exercise the rights referred to in Clause 13.
- 14.5. In case of an emergency and in cases in which, after consulting with Contractor, it must be assumed in all reasonableness that Contractor will commit a breach in respect of its compliance with its guarantee obligations, Company will be entitled to exercise the rights referred to in Clause 13 itself, or to have them exercised by third parties, at Contractor's expense. This will not relieve Contractor from its obligations pursuant to the Agreement or these General Terms and Conditions.
- 14.6. An agreed guarantee term will commence after acceptance of the work that has been performed, or will recommence after the repair that has been made, or after the replacement or addition to which the guarantee provisions apply has been carried out.
- 14.7. The foregoing provisions are without prejudice to Contractor's obligation to compensate any other costs that Company has been forced to incur as a result of or in connection with a failure on the part of Contractor to comply with the guarantee obligations referred in Clause 14 until the work has been performed and/or the services have been provided in accordance with the agreed requirements,
- 14.8. The provisions contained in this Clause do not relieve Contractor from its liability for hidden defects in the work that has been performed and/or in the services that have been provided that appear after the guarantee term has elapsed, but that were present or performed during that term.

15. COMPLIANCE WITH LAW, BUSINESS PRINCIPLES, AND HSSE STANDARDS

- 15.1. Contractor agrees to take notice of the Shell General Business Principles, available at www.shell.com/sGBP, and the Shell Contractor Principles available at www.shell.com/suppliers. Contractor agrees that it and each member of Contractor Group will adhere to the principles contained in the Shell General Business Principles and Shell Contractor Principles (or where Contractor has adopted equivalent principles, to those equivalent principles) in all its dealings with or on behalf of Company, in connection with this Agreement and related matters.
- 15.2. Contractor affirms that no Person in Contractor Group is a government official or other Person who could assert illegal influence on behalf of Company or its Affiliates. If a Person in Contractor Group becomes a government official, Contractor will promptly notify Company and remove that individual from performance in connection with Scope



- at Company's request. Contractor will release, save, indemnify, defend, and hold harmless Company Group for all claims, losses, damages, costs (including legal fees), and expenses arising out of Contractor's breach of Anti-Corruption Laws.
- 15.3. Contractor will comply with all Applicable Laws and provide Company with necessary data to comply Applicable Laws. Contractor will be responsible for obtaining all necessary import, export and customs licences, which may be required by Applicable Laws for any Scope and provide applicable conditions, such as those restricting their further export, use, or release. Contractor will ensure that, except with the prior written consent of Company: (i) that items of materials, equipment, services, or facilities, provided by Company to Contractor to perform Scope are not exported, provided, or made available, to any Restricted Jurisdiction or Restricted Parties; (ii) individuals provided by Contractor Group to perform work in connection with Scope with access to Company Group's technical information, information technology resources (including Company Group's infrastructure), or Company Group Site, are not Restricted Parties or nationals of a Restricted Jurisdiction; (iii) Contractor will not utilise subcontractors that are Restricted Parties; and (iv) Contractor will not source any of the goods, software or technology in Scope to be delivered or supplied to Company under the Agreement, directly or indirectly, from Restricted Parties or a Restricted Jurisdiction.
- 15.4. The parties may provide each other with Personal Data in the course of the performance of this Agreement, the processing and transfer of which will be done in accordance with Applicable Data Protection Law. Each party is a data controller in respect of the Personal Data and the Agreement. For the avoidance of doubt Contractor may not process, sell, retain, use or disclose the Personal Data for any purpose other than for the specific purpose of performing the Scope specified in the Agreement or as required or permitted by Applicable Data Protection Law. By signing the Agreement, Contractor certified that the understand this condition and will comply with it.
- 15.5. Contractor will take notice of Shell's HSSE principle of Goal Zero and IOGP 459 Life Saving Rules, available at <https://www.iogp.org/life-savingrules/> and will comply with these and other applicable HSSE Standards when on Company premises.

16. INSURANCE

- 16.1. Prior to commencement of performance, Contractor will arrange any insurance required by Applicable Law including but not limited to Workmen's Insurance, Medical Insurance, Term Insurance, Personal Insurance for its personnel as per the scope agreed between the Parties and maintain such insurance in effect throughout the duration of the Agreement. Satisfaction of the obligation to procure insurance and perform other actions in connection with this clause will not relieve Contractor of any other obligations or liabilities for all claims, losses, damages, costs (including legal fees), and expenses.

17. CONFIDENTIALITY

- 17.1. Contractor is obliged to observe a duty of strict confidentiality with respect to any and all information originating from Company (including, ideas, knowledge, trade secrets, information, procedures, materials, drawings, samples, etc.) that come to its attention in the context of the Agreement (and the performance of the Agreement) and that Company has designated as confidential or in respect of which Contractor reasonably can presume that it is confidential in nature (to be referred to below as the 'Confidential Information'). Contractor will limit the access to Confidential Information to persons who require the Confidential Information for the Agreement (and/or the performance of the Agreement). Unless it receives prior written permission to do so from Company, Contractor will not



disclose Confidential Information or any part of it to any person, firm, company or other entity, and Contractor will not use the Confidential Information or any part of it other than for the Agreement (and/or the performance of the Agreement). Contractor must obtain written approval from Company before proceeding with any external communications in connection with Agreement, disclosure of business relationships, or use of Company's trademarks.

18. INTELLECTUAL PROPERTY RIGHTS

- 18.1. All ownership rights, title, and interest in and to Scope and Work Product will vest in Company. This Agreement does not grant Contractor Group any rights, title, or interest in or to Company Group's IP Rights, other than those set out in the Agreement. IP Rights created by modifications, amendments, enhancements, or improvements (including tailor-made to the specifications of Company) to Company Group's IP Rights, or made using Company Group's Confidential Information, will vest with Company or its nominee when created.
- 18.2. Company's ownership rights in Scope under the preceding paragraph will not extend to Contractors' IP Rights that: (i) pre-existed performance under the Agreement; (ii) are developed independently from performance of the Agreement; or (iii) are used by Contractor in connection with or to perform the Agreement, but are not based on or arising out of Company's IP Rights or Confidential Information.
- 18.3. In the event the Work Product contains any Contractor's IP Rights in such event Contractor shall grant Company a perpetual, irrevocable licence, that can be sublicensed and is non-exclusive, in respect of any and all industrial and intellectual property rights that it has in respect of the Work Product. This licence must enable Company to freely use the Work Product, in its own business, to freely apply the working methods to be realised as a result.
- 18.4. Contractor will release, save, indemnify, defend, and hold harmless, Company Group, assignees, transferees, and sublicensees permitted by this Agreement for any liabilities for all claims, losses, damages, costs (including legal fees), and expenses resulting from any claim that the possession or use of any Scope or Work Product infringes or misappropriates the IP Rights of any third party.

19. REPRESENTATIONS AND WARRANTIES

- 19.1. The Contractor represents and warrants that:
 - a. Corporate Standing: it is a Company/partnership firm/ proprietorship/LLP duly organized, validly existing and in good standing under the laws of India and is qualified to do business in India to the extent of its obligations under this Agreement and that the execution, delivery and performance of this Agreement has been duly authorized by all requisite corporate action and shall not violate any Applicable Laws, any provision of its charter or bylaws or any indenture, agreement, or instrument to which it is a party or by which it or its property may be bound or affected;
 - b. No Violation of Law: it is not in violation of any Applicable Law which for either an individual violation or for a number of violations in the aggregate would adversely affect its ability to perform its obligations under this Agreement;
 - c. Licenses: it is either the holder of or shall become holder of all Permits required under Applicable Laws required to conduct its business and to perform of its obligations under this Agreement;
 - d. Litigations: there are no actions, suits, proceedings or investigations that are: (i) pending against it or pending before any court or before any other judicial, quasi-judicial or other authority, the outcome of which individually or in the aggregate may



- result in a material adverse effect upon the performance of its obligations under this Agreement; or (ii) to the best of its knowledge threatened against it in writing. The relevant Party shall inform the other Party within 7 (seven) days of its knowledge, in case of any new litigation, legal proceedings/disputes that materially impacts its ability to perform its obligations under this Agreement;
- e. Correctness of Representations: all representations and warranties made by it are true and correct as on the Execution Date;
 - f. Ability to Perform: it has the ability to perform its obligations under this Agreement;
 - g. No Conflict: no contracts executed by the Contractor is in conflict with the provisions of this Agreement or fetter the Contractor's authority, rights and ability to perform its obligations or the Company's rights hereunder; and
 - h. Misc.: The Contractor has carefully considered the manner of the execution of the Scope and services, acquainted itself with all permitting and other legal requirements relevant to the Scope to the extent required for the performance of the Contractor's obligation under this Agreement.

20. LIABILITY AND INDEMNITIES

- 20.1. In the event that Contractor commits a breach in respect of its compliance with its obligations, Company will be entitled, among other things, to exercise the rights referred to in Clause 13.
- 20.2. Contractor will be liable for any and all damage that Company sustains as a result of:
 - a. a breach in respect of Contractor's compliance with its obligations and/or as a result of any act or omission on the part of Contractor, including unlawful acts, or its personnel or third parties that Contractor engages (or their personnel), including but not limited to contractors and/or subcontractors; and/or
 - b. the mere presence of Contractor's personnel or third parties that Contractor engages (or their personnel), including but not limited to contracts and/or subcontractors, unless the damage is the result of an intentional act or omission or wilful recklessness on the part of any supervisory personnel of Company.
- 20.3. Liability for loss of and damage to property and for personal injury, death, or disease to any Person, arising in connection with the Agreement, will not be subject to any limitation of liability and will be determined in accordance with Applicable Law.
- 20.4. Neither party will be liable to the other for that other party's own Consequential Loss, or any punitive or exemplary damages that might be awarded in that party's favour, regardless of negligence or other fault.
- 20.5. Neither party excludes or limits its liabilities to the extent they may not be excluded under Applicable Law.
- 20.6. Contractor indemnifies Company against: -
 - a. Any and all claims brought by third parties (or personnel of third parties), including but not limited to contractors and/or subcontractors in connection with the performance of this Agreement.
 - b. All claims for injury or damages caused by Contractor's negligence or the negligence of Contractor's employee or arising from any defect in work carried out by the Contractor and All claims for injury or damage caused by Contractor's 's employees or it's representatives while on Company premises.

21. FORCE MAJEURE

- 21.1. A "Force Majeure Event" means one or more of the following acts, events or circumstances or a combination of acts, events or circumstances or the consequence(s)



thereof which affects the performance by the Party claiming the benefit of force majeure (the "Affected Party") on its obligations under this Agreement and which is/are:

- a. beyond the reasonable control of such Affected Party;
 - b. such that the Affected Party has been unable to overcome or prevent the same despite exercise of due care, diligence and prudent utility practices; and
 - c. such that it/they has/have a material adverse effect on the performance of the Affected Party's obligations in whole or in part under this Agreement or makes performance materially more onerous or uneconomic by reason of occurrence of such event.
- 21.2. The Affected Party shall give notice to the other Parties of the occurrence of the Force Majeure Events ("Force Majeure Notice"), as soon as it arises or as soon reasonably practicable and in any event within 30 (thirty) days after the Affected Party knew of its occurrence, the adverse effect it has or is likely to have on the performance of its obligations under this Agreement, the actions being taken in accordance with Clause 21 and an estimate of the period of time required to overcome the Force Majeure Event and/or its nature and effects (if it is possible to estimate the same).
- 21.3. The Affected Party, to the extent rendered unable to perform its obligations or part of the obligation thereof under this Agreement as a consequence of the Force Majeure Event, shall be excused from performance of the obligations, provided that the period shall not exceed 180 (one hundred and eighty) days for a Force Majeure Event from the date of issuance of the Force Majeure Notice. The Parties may mutually agree to extend the period for which performance is excused due to a Force Majeure Event. In this regard, the Contractor shall be entitled for a day-to-day extension of time under the Agreement.

22. DISPUTE RESOLUTION AND GOVERNING LAW

- 22.1. This Agreement shall be governed by and interpreted in accordance with laws of India.
- 22.2. In the event any dispute or difference shall arise between Company and the Contractor in relation to the Agreement or in any way connected therewith, the Parties shall endeavour to settle the question, dispute or difference amicably through mutual discussions.
- 22.3. In the event that the Parties are unable to amicably resolve a dispute within 15 (fifteen) days through mutual discussions, then such dispute shall be exclusively referred and resolved by arbitration, in accordance with the Arbitration and Conciliation Act, 1996 ("Arbitration Act").
- 22.4. The arbitration shall be conducted by a sole arbitrator. The Tribunal shall conduct its proceedings in accordance with the Arbitration Act. The decision of the Tribunal shall be final and binding on both the Parties
- 22.5. The language of the proceeding shall be English. The seat of arbitration shall be Mumbai.
- 22.6. Provided, notwithstanding the reference of any dispute to be resolved through arbitration pursuant to this Clause 22, the Parties shall continue to perform their respective obligations under this Agreement, unless they agree otherwise. The performance of this Agreement shall continue during negotiations or arbitration.
- 22.7. The cost of the proceedings shall be borne equally by both parties and the decision of the arbitrators shall be final and binding on both the Parties.
- 22.8. The provisions of this Clause 22 shall survive the expiration or earlier termination of this Agreement.

23. Termination for a Contractor Events of Default

- 23.1. The following shall constitute Contractor's events of default, for which Company may terminate this Agreement:



- a. Contractor (i) voluntarily commences bankruptcy or insolvency proceedings, or (ii) admits in writing its inability to pay its debts, or (iii) makes an assignment for the benefit of creditors; or (iv) if receivership, reorganization, or similar debtor-relief proceeding shall have been commenced by any Person under the Insolvency & Bankruptcy Code 2016 against the Contractor and such proceeding remains un-dismissed or un-stayed for a period of 60(sixty) days from the appointment of an Interim Resolution Professional or Resolution Professional;
- b. Breach of obligations, representations and warranties by the Contractor under this Agreement or if the representations and warranties are found to be false or misleading;
- c. Contractor does not commence its obligations within 15 days after acceptance of Agreement;
- d. Contractor repudiates the Agreement at any time during the term of this Agreement;
- e. if the Contractor is in breach of any of the terms and conditions of this Agreement, which is not remedied by the Contractor within the period specified in the Default Notice;
- f. gross negligence or wilful misconduct by Contractor, which is not cured by the Party within a cure period to be provided by the other Party;
- g. Assignment of the agreement in contravention of the Agreement;

23.2. Consequences of Termination for Contractor Event of Default:

Upon termination of this Agreement the Contractor shall:

- a. within 15 (Fifteen) days of termination, without demur or protest or for any reason whatsoever refund to Company all amounts paid by Company in relation to supplies which have not been delivered in accordance with the terms of the Agreement, after deducting amounts due and payable against the supplies completed as on date of the termination.
- b. Promptly take back his equipment(s) from the Site as on date of the termination and return the equipment(s) provided by Company, if any.

23.3. Upon termination of this Agreement pursuant to Clause 23 :

- a. In the event the agreement is terminated by Company in accordance with clause 23.1, Contractor shall pay an early termination fee of 5% (five) of the Contract Price
- b. In the event if the Contractor fails to refund any payments due to Company after deducting the amounts due and payable against the Supplies completed under this Agreement as on date of the termination within such 15 (fifteen) days period as set out in (a) above, then the Contractor shall pay such amounts along with interest payable at the default interest rate (SBI MCLR) from the expiry of the aforementioned 15 (fifteen) days period to Company till the date of receipt of such payments by Company.

23.4. Notwithstanding anything to the contrary contained in this Contractor, and without prejudice to Company's other rights and remedies under this Agreement or under Applicable Law, Company shall have an unfettered right to draw upon any of the Guarantees (payment securities) available with it to recover any undisputed amounts payable by the Contractor, which the Contractor fails to pay within the timelines stipulated under this Agreement, and where no timeline is specified, such amount is not paid within 30 (Thirty) days of demand for the same.

24. ASSIGNABILITY/NOVATION

- 24.1. Either Party shall have the right to assign and/or novate its rights and/or obligations under this Contract to any third party only with prior written consent of the other Party.
- 24.2. Company shall be entitled to assign all or part of its rights and obligations under this Agreement to its Lenders or Security Trustee appointed by the Lenders, without prior written intimation to the Contractor.



- 24.3. Company shall be entitled to novate the Agreement to its affiliate on the same terms and conditions and the Parties shall execute all agreements necessary to carry out such novation.

25. COMPLIANCE WITH ANTICORRUPTION, ANTI-BRIBERY & COMPANY POLICY

- 25.1. The Parties agree to comply with the following prohibiting bribery and unethical business practices during the term of the Agreement: -
- a. Anti-bribery and books and records provisions of the Foreign Corrupt Practices Act, as amended ("FCPA");
 - b. Provisions of the United Kingdom Bribery Act 2010, as amended ("UKBA");
 - c. the principles set out in the Organization for Economic Cooperation and Development Convention Combating Bribery of Foreign Public Officials in International Business Transaction ("OECD Convention");
 - d. Applicable Law in India prohibiting bribery and similar unethical business practices;
- 25.2. The Contractor acknowledges that the Company's business policy is based on honesty, integrity and fairness and the Company does not permit any offering, solicitation, payment or acceptance of bribes in any form, including facilitation payments.
- 25.3. The Contractor represents and warrants that, from the date of first contact by the other Party in connection with initiating negotiation of this Agreement, Contractor has not paid, offered, promised or authorized, directly or indirectly, a payment of anything of value in violation of the FCPA, the UKBA, the OECD Convention and the Applicable Laws, and will not do so in connection with this Agreement.
- 25.4. The Contractor certifies that it is not an officer, employee, or representative of any foreign government, department, state-owned, state-controlled, or state-operated entity, or a public international organization, of any political party, or being a foreign political candidate, who can claim immunity of any kind under any law for failure to comply with obligations under this Clause 25.
- 25.5. Contractor agrees to extend, such cooperation as Company requests from Contractor to ensure that performance of this Agreement does not cause Company to be in breach of Clause 25. Contractor agrees to provide necessary support to Company, by way of providing required information and/or copies of documents in the event an audit is conducted for ascertaining compliance with provisions of the FCPA, the UKBA, the OECD Convention and the Applicable Law.
- 25.6. In the event, Contractor becomes aware of or suspects commission of such unethical acts prohibited under this Clause 25, it shall immediately inform Company and shall mutually arrive at a course of action to be jointly adopted therein. Contractor agrees and acknowledge that Company has the obligation to report such wrongdoings to its principals and relevant Government Authority.
- 25.7. In the event, Contractor has committed a breach of the obligations under this Clause 25 and has directly or indirectly offered, paid, solicited or accepted bribes in any form, including inter alia facilitation payments, in relation to the entering into or performance of this Agreement, then the other Party shall be entitled to notify such breach along with evidence thereof and exercise its right to terminate this Agreement. In case, any Party has exercised its right to terminate Agreement the consequences provided in the Agreement shall apply.
- 25.8. Contractor agrees to hold Company harmless for any monetary harm or damages that Company suffers as a result of the Contractor's material breach, including any actions taken in violation of the FCPA, the UKBA, the OECD Convention or the Applicable Laws, and further agrees to defend and fully indemnify Company for any and all liability imposed



upon Company and its Affiliates as a result of defaulting Party's violation of the FCPA, the UKBA, the OECD Convention, and/or the Applicable Law.

26. AUDIT

- 26.1. Company will have the right to audit the performance of any other of Contractor's obligations under the Agreement Applicable Law where capable of being verified by audit.
- 26.2. Contractor will keep books and records available for audit for the longer of the following periods: (i) five years following termination of the Agreement or any longer period as required by Applicable Laws; or (ii) two years after the period expires on any obligation of Contractor to refund, repair, replace, or re-perform any Scope (including correction of defects).

27. AMENDMENTS

- 27.1. Company is entitled to amend or supplement the Agreement or these General Terms and Conditions. Any amendments or supplements to these General Terms and Conditions will enter into effect after notice of them has been given in writing, or on a later date indicated in the notification.

28. SEVERABILITY

- 28.1. The invalidity of a provision contained in the Agreement and/or in these General Terms and Conditions will not affect the validity of the other provisions contained in the Agreement and these General Terms and Conditions.
- 28.2. If and insofar as a provision contained in the Agreement and/or in these General Terms and Conditions is invalid or, under the circumstances, must be deemed to be unacceptable in accordance with the principles of reasonableness and fairness, a provision will apply between the parties that is acceptable, taking into consideration all the circumstances.

29. RISK PURCHASE

- 29.1. If the services are not completed as per the timeline specified under the Agreement, Company reserves the right to cancel the order and source the services from alternate agency at the Risk and Cost (with extra 5 % overhead) of the Contractor. In such an event, it shall be obligatory on the part of Contractor to make good any loss suffered by the Company. In such cases, Company shall withhold bills, bank guarantees, etc of the Contractor, which are pending at Company end. Wherever Risk purchase is invoked attracting action as per guidelines of Company, action shall be initiated to suspend business dealings with the Contractor.
- 29.2. Please sign the copy of this Agreement as a token of your acceptance and return the same to us within one week of the date of this Agreement.

Thanking you.

For Sprng Akshaya Urja Private Limited

(Authorised Signatory)



This is System Generated Released Purchase Order.

Approved By : 1 - Mohammad Shafiqullah, 2 - Nikhil Gupta

