



Ref: EEIPL/AP/WIND/GENTARI/20244-25/WO/005

Date: 16th October 2024

To,
M/s. ADL COORDINATES PRIVATE LIMITED,
H Raj Steel Treatment, B-76, MIDC Road, Satpur,
Nashik, Nashik, Maharashtra, 422007

GST – 27AAXCA6483D1Z6

Kind Attn: Mr. Aakash Singh- 73044 29272

Sub: Work Order for Site elevation and coordinates certificate for AAI & MOD Clearances for 45 Wind Turbine Generators Locations at our proposed GENTARI Wind Power Project, Andhra Pradesh, India.

Ref: Your final email offer dated 15th October 2024 and subsequent discussions.

Dear Sir,

With reference to the subject cited, discussions held, we are pleased to award to you this Work Order for Site elevation and coordinates certificate for AAI & MOD Clearances for Wind Turbine Generators Locations at our Wind Power Project Located Andhra Pradesh, India, on the Terms & Conditions hereinafter contained.

You shall be referred to as "the Contractor" and Ecoren Energy India Private Limited (EEIPL) shall be as referred to as "the Owner" and both collectively be referred to as "the parties"

1. SCOPE OF WORK:

The Scope of Work shall be Services as per the details below.

- Survey to be conducted for Getting AAI & MOD NOC/clearance.
- Survey needs to be conducted at center point for each Wind turbine locations with necessary Equipment's.
- Survey of tower location (4 Coordinates), One Set of Site Coordinate & Site Elevation
- AAI & MOD site elevation certificate: Draft Site Elevation Certificates need to be submitted in prescribed format of AAI within 4-5 days from the date of completion of Survey at Site, on acceptance of draft by Owner, final certificate needs to submitted.
- If Required, Stack survey also need to be conducted.

2. CONTRACT VALUE:

The Contract Value covered under the Scope of Work shall be

S.NO	Material	UOM	Qty	Price/Location	Amount
1	Survey as per AAI & MOD Guidelines for Obtaining NOC (Site elevation and coordinates certificate for WTG Locations).	Locations	45	4,000	1,80,000
Basic Price					1,80,000
GST 18%					32,400
Grand Total					2,12,400

(Rupees –Two Lakhs Twelve Thousand Four Hundred only)

- The above price shall remain firm till completion of entire Scope of Work and not negotiable for any reasons except for statutory variations.

CIN No. U35106TG2013PTC087661

ECOREN ENERGY INDIA PRIVATE LIMITED

Plot No. 1202, 1215A Door No. 8-2-293/82/A/1202, S.L. Jubilee, Road No.61, Jubilee Hills, Hyderabad-500033

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- The prices agreed to carry out the necessary studies are on individual scope basis and the payment will be done as per the agreed payment terms.
- For any reason, if additional works needs to be carried out, prior approval / written confirmation to be obtained from HO.
- The Contract Consideration shall be payable as per the payment terms provided herein below, subject to deduction of applicable TDS under the Income Tax Act.

3. ECOREN OBLIGATIONS:

The following Materials shall be provided by Ecoren

- a) All necessary permission from respective authorities for entry to survey site shall be arranged by the client
- b) A technical person along with a helper/labourer shall be deputed from Ecoren on site along with survey team to show actual survey location on ground.

4. CONTRACTOR'S OBLIGATIONS:

- Necessary support to be provided by Contractor to solve the queries raised by relevant stakeholders.
- The Contractor shall comply with all the relevant Statutory Compliances applicable for the performance of the Scope of Work.
- The Contractor shall not assign to any third party any portion of the performance of the Scope of Work.
- Any changes in the system necessitating correction to validated data will attract additional compensation with reference to the extra man hours deployed due to rework. The extra fee payable shall be decided on mutually agreed basis.
- Contractor has to Provide the necessary support for list of Documents to be submitted for Getting NOC AAI & MOD.

5. PAYMENT TERMS:

- 30% of Basic order value as advance against Proforma Invoice.
- Balance 70% along with taxes and duties shall be payable after completion of Work & Submission of Site Elevation certificat against Tax Invoice.

6. Taxes and Duties

The Supplier undertakes to issue GST compliant invoices/Supplementary Invoices/credit notes/debit notes to the Buyer for Services purchased under this Order. The Supplier herewith undertakes to furnish/upload the details of the supplies made under this Order by [10th] of the succeeding month electronically in FORM GSTR-1. The Supplier also undertakes to make payment of the GST amount as mentioned in the Invoices raised against this Order on or before the due date of the same.

Please strictly note that the responsibility of compliance to indirect taxes against this Order is of the Supplier and in case of any future tax demands from the Government on account of non-compliance to any provisions of such tax law, delay/omission in remittance of taxes, delay/non filing/omission/erroneous filing of various periodic tax related forms and or periodic tax returns etc. knowingly or unknowingly shall be to the account of the Supplier. Buyer shall not be liable for any claim in this regard.

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The Supplier herewith undertakes to compensate the Buyer for any interest or penalty or other consequential costs which the Buyer is forced to incur due to non-uploading/non-payment of the GST as mentioned in the invoices raised on the Buyer or any other defaults of the Supplier, which may result in additional costs for the Buyer.

The applicable TDS under GST Law or Income Tax law (if applicable) will be deducted by the Buyer on the amount payable to the Supplier.

Acceptance of this Order is deemed confirmation of the HSN Codes as mentioned in the Order and the applicable GST i.e. either CGST + SGST or IGST on the same. Any additional liability howsoever occasioned, including but not limited to wrong classification of Material under HSN code by the Supplier, shall be on account of the Supplier.

The Buyer and Supplier shall issue supplementary invoice or Debit Note or Credit Note as applicable under GST Law to vary the Order Value.

Invoice to be raised on

Billing Address:

M/s. Ecoren Energy India Private Limited,
#32-5-3, Lakshmi Nilayam Prajasakti Nagar,
Vijayawada, Krishna, Andhra Pradesh - 520 010.
GSTIN: 37AADCE4715E1ZW

Correspondence address:

M/s. Ecoren Energy India Pvt Ltd,
2nd Floor, SL Jubilee, Road No 36,
Jubilee Hills, Hyderabad 500033.
Contact person at HO for commercials /other issues or queries –
Ms. Saikumar-9866318374- Saikumar.gorli@ecorenenergy.com
Mr. Pardha Saradhi - 9000053864 - pardhasaradhi.panchagnula@ecorenenergy.com.

7. COMPLETION SCHEDULE / PROJECT SCHEDULE:

- The Work will be complete in all respective within 15 days from date of mobilization.
- Date of Mobilization should not be later than 25-October-2024.

8. LIQUIDATED DAMAGES:

Liquidated damages shall be applicable as under

Liquidated damages: Half percent (0.5%) on the Contract value for each week's delay beyond the date of completion, and maximum to 5% of the total value of the contract.

Overall aggregate liability **The Overall aggregate liability under the contract for the delay in schedule shall not exceed 5% of the contract value.**

9. TERMINATION FOR DEFAULT:

The Owner may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the contract in whole or in part:

- i. If the Contractor fails to deliver any or all of the goods and to complete any or all works commensurate with program of completion within the time

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period(s) specified in the contract or any extension thereof granted by the Owner.

- ii. If the Contractor fails to perform any other obligation(s) under the contract.
- iii. If the Contractor, in the judgment of the Owner has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

a. Termination of contract:

If it is found that progress of work is not commensurate with the program of completion as per mutually agreed PERT chart or if the contractor does not fulfill his obligations as per the terms of the specification of Owner will be entitled to terminate the contract in part or full by giving 15 days' notice and get the balance works completed through other agencies at the contractor's cost and risk.

Warning letters will be issued by Owner or Engineer In Charge if the progress is not satisfactory. If the progress continues to be poor even after the second warning letter, show cause notice/final notice will be issued by the Engineer In Charge. If no satisfactory reply is received or the progress of the works are not improved within 15 days of issue of the final notice/show cause notice, Owner, HO-HYD shall terminate the agreement, which will be followed by stoppage of all payments to the contractor, encashment of the BGs if applicable, and after termination of contract the balance works/supplies shall be completed through alternate agencies at contractor's risk and cost. The contractor so penalized shall be blacklisted for 3 years from the date of termination of contract.

- b. In the event of termination of contract in whole or in part due to delay attributable to the contractor, Owner is entitled to get back equipment/material from the contractor for the payment already made but the material is not put to use, and then get the works done by other agency/agencies for completion of contract by using the said recovered material. The contractor shall have no objection in this regard.

However, the Contractor /Contractor shall continue performance of the Contract to the extent not terminated.

10. TERMINATION FOR INSOLVENCY:

The Purchaser may at any time, terminate the contract by giving written notice to the Contractor/ contractor without compensation to the Contractor, if the Contractor/ contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

11. FORCE MAJEURE:

Neither party shall be considered to have defaulted in the performance of their respective contractual obligations under this Contract, if such non-performance is as consequence of force majeure which shall mean any event beyond the reasonable control of the parties including but not limited to the acts of God, earthquake, typhoon or cyclone, floods, lightening, landslide, fire or explosions, environmental pollution, plague or epidemics, strike and lockouts, (lasting more than fourteen (14) consecutive calendar days except, sabotage, blockade, war, invasion, act of foreign enemies hostilities (whether war to be declare or not), civil war rebellion, revolution, insurrection / or military usurping power or confiscation or trade embargoes or destruction or requisition by order of any Government or any public authority. However, the affected party shall take all measures to mitigate the impact of such force majeure within reasonable period. Commercial difficulty shall not be force majeure.

12. CONFIDENTIALITY:

No party shall disclose this WO/Contract or any part thereof, without the written consent of the other party except that such consent is not required when such disclosure have to be made to a lender, Statutory Authority or in pursuance of any directive from a Regulatory Authority.

13. ABANDONMENT:

In the event of contractor abandoning any part of the Scope of Work under this Contract, i.e., not performing the Scope of Work for a consecutive period of 7 days without sufficient cause and notice thereof to Owner, in addition to and without prejudice to any other remedy available to Owner under this Contract or under law, Owner shall be entitled to terminate the Contract and/or to cause the such part of the Scope of Work to be performed by any other third party and claim from Contractor any amount paid in excess of the corresponding Contract Consideration to such third party.

14. ARBITRATION:

All disputes or differences whatsoever arising out of this Contract which cannot be settled through mutual negotiations shall finally be settled by arbitration by a mutually agreed sole arbitrator in accordance with Indian Arbitration and Reconciliation Act 1996. The venue of such arbitration shall be Hyderabad.

15. GOVERNING LAW AND JURISDICTION:

This Contract shall be governed by the Indian Laws and the courts at Hyderabad shall have the exclusive jurisdiction over all disputes that arise under or pursuant to this Contract.

For **ECOREN ENERGY INDIA PVT LTD**

Authorized Signatory



Accepted

M/s. **ADL COORDINATES PRIVATE LIMITED.,**

Authorized Signatory



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