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KRUPANIDHI COLLEGE OF PHARMACY





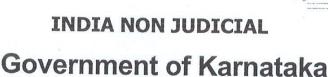
3.5.2 Number of functional MOUs with institutions, other universities, industries, corporate houses etc

SI No	Name of the Document	Name of the activities
1	BHAGIRATHI SCHOOL FLEET MANAGEMENT PVT.LTD	TRANSPORTATION
2	RAVINDRA ENERGY LIMITED	SOLAR ENERGY
3	SOGO COMPUTERS	E-WASTE
4	CL MEDIA PVT LMT	RESEARCH
5	QIQIHAR MEDICAL UNIVERSITY	FACULTY EXCHANGE
6	GREEN CHEEM	INTERNSHIP
7	MARIDI ECO INDUSTRIES PVT LTD	COLLECTION OF BIOMEDICAL WASTE
8	MALLIAGE COLLEGE OF PHARMACY	FACULTY EXCHANGE
9	SRI SHANKARA CANCER HOSPITAL AND RESEARCH CENTRE	INTERNSHIP
10	AUXOCHROMOFOURS SOLUTIONS PVT LMT	RESEARCH

For The Year

2019-2020









Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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BAGHIRATHI SCHOOL FLEET MANAGEMENT PVT LTD

Article 12 Bond

SERVICE AGREEMENT

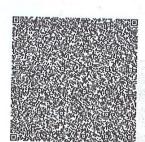
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BAGHIRATHI SCHOOL FLEET MANAGEMENT PVT LTD

KRUPANIDHI EDUCATIONAL TRUST

BAGHIRATHI SCHOOL FLEET MANAGEMENT PVT LTD

(Two Hundred only)



Multipurpose Co-Operative Society Ltd.,

Please write or type below this line Krupanidhi College of Pharmacy

nikkabellandur, Carmelaram Post, TRANSPORT SERVICES MASTER,

(BAGHIRATHI ASSETS)

This transport services master agreement ("Master Services Agreement") is entered on 2nd August 2017, at Bengaluru by and between the following parties.

Baghirathi School Fleet Management Pvt. Ltd., a company incorporated under the provisions of the

Page 1 of 20

The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.

2. The onus of checking the legitimacy is on the users of the certificate.

3. In case of any discrepancy please inform the Competent Authority.

Companies Act, 1956 and having its registered office at # 1, Baghirathi Enclave, Coconut Gardens, Ulsoor Ramaswamy Layout, Dodda Banasawadi, Bengaluru – 560 043 and represented by its authorised signatory Mr. Mahesh Hariharan ("Service Provider"), and includes its permitted successors and assigns.

and

Krupanidhi Educational Trust, a trust registered under the laws of India and having its office at Krupanidhi Group of Institutions, 12/1, Chikka Bellandur, Carmelaram Post, Varthur Hobli, off Sarjapur Road, Bengaluru 560035, which established and operates the **Krupanidhi Group of Institutions** ("**KGI**") with campuses at the locations as specified in <u>Schedule I</u> to this Master Services Agreement ("**KGI Campus/s**"), which Schedule may be updated by the Parties from time to time to add to or modify the KGI Campus/s identified therein.

KGI and the Service Provider shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

Whereas the Service Provider is a private limited company, engaged in the business of providing manpower to operate and manage transportation services for educational institutions. The Service Provider represents that it has the necessary expertise, capability and authority for providing such transportation services and is desirous of providing the said services to KGI, its students and faculty.

AND WHEREAS, KGI wishes to engage the Service Provider to provide transportation services to its students and faculty at its various KGI Campus/s on KGI owned buses ("Buses") and leased to the Service Provider under a Lease Deed dated March 13th, 2017 and the Service Provider has agreed to provide the required transportation services in accordance with the provisions of this Master Services Agreement.

Now THEREFORE, with the foregoing premises and for and in consideration of the covenants, terms and conditions hereafter set forth, the Parties hereby agree as follows.

1. SCOPE OF SERVICES

- 1.1. The Service Provider shall be the exclusive transport services provider to KGI at the KGI Campuses identified in <u>Schedule I</u> of this Master Agreement providing two primary categories of services to KGI as stated hereunder, both of which may be amended by agreement in writing as required from time to time
 - 1.1.1. General services: The Services Provider will provide a set of regular services performed routinely, comprising primarily of pick-up and drop-off of KGI students and faculty at designated points, during Institution hours in an academic year and as set out more specifically in Schedule II hereunder ("General Services").
 - 1.1.2. Special services: KGI may engage the Service Provider for any service not covered by the scope of the General Services referenced above in clause 1.1.1 on an add-on basis or as individually customized services as and when required by KGI ("Special Services"), subject to the terms of this Master Services Agreement.

1.2. The Parties may include new campus/s to the said <u>Schedule I</u> by agreement at any time without execution of a separate agreement. All rights and obligations, terms and conditions under this Master Services Agreement shall inure to and bind the Parties and the new campus/s.

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Krupanidhi College of Pharmacy Chikkabellandur, Carmelaram Post,

Varthur Hobli, Bangalore - 560 035

Notwithstanding clause 1.1 and clause 1.2 above, the Service Provider shall have the first 1.3. right of refusal to provide its exclusive transportation services at any KGI campus or location not identified in the Schedule I of this Master Agreement. The Service Provider shall communicate its acceptance or refusal within 30 days of the receipt of the offer from the Institution.

2. **SERVICE CHARGES**

- The consideration for services provided shall be based on the category of services provided 2.1. as stated hereunder.
 - General Services: General Services: For the General Services referenced in 2.1.1. clause 1.1.1 Services Provider shall be entitled to the fee as set out in Schedule III of this Master Services Agreement ("Charges for General Services"), exclusive of all applicable service tax, if any, cess or surcharge and other applicable levies payable thereon, in accordance with the terms and conditions set forth in this Master Services Agreement
 - Special Services: Charges for the Special Services shall be as set out in the Rate 2.1.2. Card appended to Schedule IV ("Rate Card for Special Services") of this Master Services Agreement. The Parties herein agree to mutually determine the payment and collection terms of such charges for Special Services on a case-by-case basis.
- All charges shall be payable to the Service Provider as per the terms and conditions set out 2.2. in the customised Agreement Summary applicable to the individual KGI campus appended to this Master Services Agreement ("Campus Agreement Summary").
- All invoices shall be paid on or before the due dates stated in the Campus Agreement 2.3. Summary as per the mode of payment stated therein. Payments by KGI to the Service Provider, if any, shall be subject to deduction of applicable tax deduction at source or any other withholding tax required to be deducted under any applicable law.
- Delayed payments are liable to interest computed at the rate of one and half per cent (1.5%) 2.4. per month, for the period of delay and shall be payable without prejudice to rights of the Service Provider to terminate this Master Services Agreement and pursue all legal remedies available because of non-payment or delayed payment of dues.
- 2.5 There will not be any additional payment made by KGI other than the agreed rates immaterial of the fuel rate fluctuation for the initial one year. However, both parties will mutually discuss at the end of each year based on the then fuel price and agree upon any price escalation, if required.

3. COVENANTS, REPRESENTATIONS AND WARRANTIES

3.1. Service Provider

- 3.1.1. The Service Provider has all requisite power and authority to enter into and perform its obligations under this Master Services Agreement and has taken all actions, obtained all regulatory, corporate and contractual authorizations to validly enter into and perform all its obligations under this Master Agreement.
- The Service Provider has complied and shall always comply with all rules, 3.1.2. regulations, guidelines, standards, laws applicable to the Service Provider, under the Motor Vehicles Act, 1988 and Karnataka Motor Vehicles (Conditions for Vehicles Engaged in Transport of school Children) Rules 2012, the Bengaluru Police Commissioners Mandatory

Page 3 c

PRINCIP

Krupanidhi College of Pharmacy Chikkabellandur, Carmelaram Post, Varthur Hobli, Bangaiore - 560 03 Guidelines dated July 26, 2014, State Transport Commissioner's Directive dated November 22, 2014.

- 3.1.3. The execution and delivery of, or the performance of obligations under this Master Services Agreement does not violate or conflict with any statute, rule, regulation, directive, other law, judgment, order, decree or award applicable to the Service Provider, or any agreement, contract, promise, covenant, undertaking, representation or warranty, applicable to or made by the Service Provider.
- 3.1.4. The Service Provider shall obtain and keep renewed comprehensive motor vehicle insurance, including third party insurance coverage under Motor Vehicles Act, 1988 covering all Institution Buses against accident, theft or fire.
- 3.1.5. The Service Provider warrants that the bus drivers and bus aides will be employed as per applicable law and shall be subject to the Service Provider's Code of Conduct and policies and procedures about child safety and protection.

3.2. KGI

- 3.2.1. KGł has all the requisite power and authority to enter into and perform its obligations under this Master Services Agreement and has taken all actions, obtained all regulatory, and contractual authorizations from its trustees to validly enter into and perform its obligations under this Master Services Agreement, a certified copy of which will be provided to the Service Provider on execution of this Agreement.
- 3.2.2. The execution and delivery of, or the performance of obligations under this Master Services Agreement does not violate or conflict with any statute, rule, regulation, directive, other law, judgment, order, decree or award applicable to KGI, or any agreement, contract, promise, covenant, undertaking, representation or warranty, applicable to or made by KGI.
- 3.2.3. Prior to commencement of the General and/or Special Services but not later than 7 days from the date of execution of this Master Services Agreement, KGI shall provide the name, class, residential address, contact details, blood group, the points of stoppage for embarkation and disembarkation, and route plan, of each student subscribing to the transportation service and KGI shall notify the Service Provider of any change to any or all details provided as soon as reasonably possible.

4. TERM AND RENEWAL

- 4.1. This Master Services Agreement shall be a period of 10 years, commencing on April 7th 2017 and terminating on April 6, 2027 (the "Term") in accordance with and subject to the other terms of this Agreement, unless terminated earlier in accordance with the provisions hereof.
- 4.2. This Master Agreement may be renewed or extended after the Term for such further period and on such terms and conditions as may be mutually agreed between the Parties.
- 5. SUSPENSION OF SERVICES, TERMINATION AND EFFECTS OF TERMINATION

5.1. In the event of non-payment of dues by either KGI or any parent/guardian/student/faculty as applicable, the Service Provider reserves the right to suspend both General and Special Services to the concerned KGI campus or to the defaulting student/faculty respectively. till such dues are cleared.

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Krupanidhi College of Pharmacy Chikkabellandur, Carmelaram Post, Varthur Hobil, Bangalore - 560 035

- 5.2. Either Party shall be entitled to terminate this Master Services Agreement with immediate effect for cause either for all locations or with respect to an individual location, under the following circumstances.
 - 5.2.1. For breach or failure to perform any material obligations with respect to all or any KGI Campus and where such breach or default is curable, fails to remedy such breach or default, within thirty (30) days of being required to do so by written notice from the Party seeking to terminate this Master Services Agreement in its entirety or with respect to the concerned KGI Campus; or
 - 5.2.2. For breach of any of the representations, warranties or covenants contained in this Master Services Agreement, including in the event of a commission of an offence under any applicable law that requires in the safety of the KGI students that this Master Services Agreement be terminated forthwith in its entirety or with respect to a specific KGI Campus.
 - 5.2.3. If the other Party ceases or threatens to cease to carry on its business or is subject to any bankruptcy, liquidation, receivership, or administration proceedings filed voluntarily or by a secured creditor or is subject to the appointment of any liquidator or administrator by any competent court or tribunal.
- 5.3. Parties herein may terminate this Master Services Agreement without cause with a prior ninety (90) day written notice and subject to the satisfaction of clause 5.4 below.
- 5.4. Parties herein agree that the effects of termination and expiration as per clause 5.2 and clause 5.3 shall be subject to the following provisions on ownership of the KGI Buses post termination, as stated hereunder.
 - 5.4.1. On termination or expiration of this Agreement, the Service Provider may exercise at its sole discretion the option to either (a) require KGI to transfer the ownership of the KGI Buses to the Service Provider at no additional cost, or (b) require KGI to continue retaining ownership over the KGI Buses, subject to accepting all financial obligations with respect to the said KGI Buses with immediate effect, including payment of outstanding dues, taxes and other outlays as applicable.
 - 5.4.2. Both Parties shall without delay execute all necessary documents and provide all authorisations as may be required including amending any existing agreement with any financial lender, to effectuate the intentions of the Parties as provided in clause 5.4.1 above.
 - 5.4.3 GPS equipment and Cameras installed in all the buses will be the sole asset of the service provider.
- 5.5. If this Master Services Agreement expires or is terminated for any reason in its entirety or with respect to a specific KGI Campus, obligations of each Party shall terminate except to the extent of accrued rights and obligations and outstanding dues. Provided that, in the event of any expiry or termination of this Master Services Agreement, the Parties shall continue to work in good faith to conclude their work under this Master Services Agreement on such terms as shall be mutually agreed and in the shortest time possible following such expiry or termination. Notwithstanding anything contained in this Master Services Agreement, rights of each Party accrued prior to any termination shall survive such termination of this Master Services Agreement.

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Krupanidhi College of Pharmacy Chikkabellandur, Carmelaram Post, Varthur Hobli, Bangalore - 560 035 5.6. The provisions of clause 3 ("Covenants, Representations and Warranties"), clause 5 ("Termination and Effects of Termination"), clause 6 "Indemnification"), clause 7 ("Notice") and clause 8 ("Miscellaneous") of this Agreement shall survive any expiry or termination of this Master Services Agreement.

6. INDEMNIFICATION

6.1. The Parties shall mutually indemnify and defend its officers, employees and agents, and their respective successors and assigns at all times after the date of this Master Services Agreement against any third party cause of action, loss, liability, damage, claim, settlement payment cost or experise, interest, award judgement, fine, fee and penalty or other charge of any nature whatsoever, whether accrued, absolute, contingent or otherwise, including, without limitation, attorney's fees and costs (whether or not suit is brought) ("Losses"), arising out of or relating to breach of any of the representations, warranties or covenants in this Master Services Agreement, any negligent act or omission, or any misrepresentation made by such Party. Provided that the liability of each party shall be capped to the amount paid or received under this Master Services Agreement for the year in which the Losses are claimed.

NOTICE

7.1. All notices under this Master Services Agreement shall be in writing, and shall be deemed given when delivered or sent by confirmed electronic mail, or after five (5) days after being sent by prepaid certified or registered mail or recognized courier to the address of the Party to be notified as set forth herein or such other address as such Party last provided to the other by written notice.

8. MISCELLANEOUS

- 8.1. This Master Services Agreement, including the recitals, schedules and documents expressly referred herein contains all the promises, agreements, conditions and understandings between the parties with respect to the subject matter of this Agreement, and supersedes and subsumes all prior or contemporaneous promises, agreements, conditions and understandings, whether oral or written, with respect to such subject matter. It is hereby clarified that nothing in this provision shall affect any rights or liability accrued and outstanding to any Party under any previous agreement executed prior to the effective date of this Master Services Agreement.
- 8.2. The section and clause headings and captions used in this Master Services Agreement are for convenience and identification only; otherwise, they form no part of this Master Services Agreement and do not affect its interpretation or construction. References to sections or clauses without further specification are references to sections and clauses of this Master Services Agreement.
- 8.3. Any reference to a statute or any provision of a statute includes a reference to that statute or provision and any rule, regulation, notification, circular, or direction made or issued pursuant to that statute or provision, as may be from time to time modified or re-enacted, whether prior to or after the date of this Master Agreement.
- 8.4. Unless the context expressly requires otherwise, references to the singular include references to the plural and vice versa and words denoting one grammatical gender include references to all grammatical genders. When the word "include" or "including" is used in this Agreement, such use means, "include without limitation" and "including without limitation" respectively.

8.5. Any claims, controversies or disputes arising out of or about this Agreement, if not resolved by mutual discussion in 45 days, shall be resolved by binding arbitration conducted by a sole arbitrator appointed in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 and

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Krupanidhi College of Pharmacy Chikkabellandur, Carmelaram Post

Varthur Hobli, Bangalore - 560 035

the rules made thereunder and the arbitration shall be conducted at Bengaluru and in English. Subject to the foregoing, the Parties submit to the exclusive jurisdiction of the courts in Bengaluru.

- 8.6. This Master Services Agreement, the Campus Agreement Summary and the General and Special Services contemplated hereunder are personal to the Parties and no assignment of rights or delegation of obligations is permitted except with the prior written permission of the other Party thereof.
- 8.7. Either Party may, by written instrument, extend the time for the performance of any of the obligations or other acts of the other group, and waive any inaccuracies in the other Party's representations and warranties in this Master Agreement, or the other Party's performance of any of the obligations, covenants or undertaking set out in this Master Agreement.
- 8.8. No failure or delay on the part of any Party in exercising any right or remedy under shall operate as a waiver of that or any other right or remedy. No single or partial exercise of any right or remedy under this Agreement shall preclude any other or a future exercise of that or any other right or remedy.
- 8.9. Each Party will not, directly or indirectly, permit or condone any action or engage in any omission or inaction that might cause any undertaking or covenant, or any representation or warranty not to be satisfied or fulfilled, including any action or inaction that might cause any undertaking, covenant, representation or warranty not to be true, correct and accurate during the term of or the term required under this Agreement.
- 8 10. No amendment of this Master Services Agreement shall be effective unless it is in writing and duly executed by both Parties to this Agreement, unless expressly otherwise stated in the Master Services Agreement.
- 8.11: Nothing in this Master Agreement shall, or shall be deemed to constitute a partnership between the Parties or to constitute either Party as the agent or trustee of the other Party for any purpose.

INTENDING TO BE BOUND, the Parties, through their respective authorized representatives have signed this Master Agreement on the date first above-written.

Signed by Dr. Suresh Nagpal CHAIRMAN, Krupanidni Educational Trust Date:

Signed by Mahesh Hariharan, CEO of Bhagirathi School Fleet Management Pvt. Ltd. Date: 3 Sumy

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Krupanidhi College of Pharmacy Chikkabellandur, Carmelaram Post, Varthur Hobli, Bangalore - 560 035

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Government of Karnataka

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Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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: RAVINDRA ENERGY LIMITED

: Article 12 Bond

: POWER PURCHASE AGREEMENT

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: KRUPANIDHI EDUCATIONAL TRUST

: RAVINDRA ENERGY LIMITED

: RAVINDRA ENERGY LIMITED

(Two Hundred only)

For Sankalp Credit Southard Sahakan Niyamit, Belgaum



Ragd. At St. No: Book No: 2

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POWER PURCHASE AGREEMENT (PPA)

250 KWP GRID CONNECTED ROOF-TOP SOLAR PHOTOVOLTAIC AND SMALL SOLAR POWER PLANTS IN RESCO MODEL

BETWEEN

KRUPANIDHI EDUCATIONAL TRUST

AND

RAVINDRA ENERGY LIMITED For Krupanidhi Educational Tras

This Power Purchase Agreement is executed on 24th Day of May 2017 at Bangalore, Karnataka

Between

Krupanidhi Educational Trust, a Trust registered under Sub Registrar Rajajinagar Bangalore having its registered office at No.5 Sarjapur Road, Kormangala, Bangalore through its authorized trustee Shri. Suresh Kumar Nagpal (Hereinafter referred to as "Purchaser")

AND

Ravindra Energy Limited, a Company Registered under the Companies Act, 1956 having its registered office situated at BC-109 Davidson Road Camp, Belagavi, Karnataka through its authorized representative Shri Sidram M Kaluti (hereinafter referred to as "Power Producer" which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assigns)

The Purchaser and Power Producer are each individually referred to as a "Party" and collectively as the "Parties".

WHEREAS:

- A. The Power Producer is engaged in the business of building and operating power plants, including grid connected rooftop power projects
- B. The Power Producer has been notified as successful bidder by Solar Energy Corporation of India ("SECI") for "Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance of 250 KWp Rooftop Solar PV System at Krupanidhi Group of Institutions College premises and to produce power " (Project) as per Technical Specification & other details of RFS No: SECI/Cont./01/2016/500 dated:22/04/2016
- C. The Power Producer has agreed to install and operate a solar photovoltaic power plant of 250 KWp capacity at the Premises at Krupanidhi Group of Institutions College, 12/1, Chikkabellandur, Carmelram Post, Varthur Hobli, off Sarjapur Road, Bangalore after due inspection of the Premises as defined hereinafter and supply the entire Solar Power of the Project to Purchaser on the terms and conditions contained in this Agreement.

The Purchaser has agreed to purchase the entire Solar Power of the Project on the terms and conditions contained in this Agreement.

NOW THEREFORE in consideration of the mutual promises, conditions and covenants set forth herein, the Parties hereby agree as below:

1. Definitions and Interpretation

1.1 Definitions

In addition to other capitalized terms specifically defined elsewhere in the Agreement or unless the context otherwise requires, the following words and phrases shall be defined as follows:

- a) "Actual Monthly Production" means the amount of energy recorded by the Main Metering System during each calendar month of the Term, pursuant to Section 5.2;
- b) "Affiliate" means with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person
- c) "Agreement" means this Power Purchase Agreement executed hereof, including the schedules, amendments, modifications and supplements made in writing by the Parties from time to time.
- d) "Applicable Law" means, with respect to any Person, any constitutional provision, law, statue, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction,

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registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement or any Governmental Authority in India having jurisdiction over such Person or its property, enforceable by law or in equity, including the interpretation and administration thereof such Governmental Authority.

- e) "Assignment" has the meaning set forth in Section 14.1:
- "Business Day" means any day other than Sunday or any other day on which banks in [Maharashtra/Karnataka] are required or authorized by Applicable Law to be closed for business:
- "Commercial Operation Date" has the meaning set forth in Section 4 3(b)
- h) "Consents, Clearances and Permits" shall mean all authorization, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and / or supply of power:
- "Confidential Information" shall mean any information of confidential nature, including business plans, strategies, financial information, proprietary, patented, licensed, copy righted or trademarked information, and / or technical information regarding the design, operation and maintenance of the System provided by one party to another party
- "Deemed Generation" has the meaning set forth in Section 5.3 (c)
- "Delivery Point" shall be the single point, at a location mutually agreed by the Parties, in line with applicable regulation/ rules where Solar Power is delivered by the Power Producer from the System to the Purchaser;
- "Dispute" has the meaning set forth in Section 17.7 (b);
- m) "Disruption Period" has the meaning set forth in Section 5.3 (c);
- n) "Distribution Utility" means the local 'electric distribution owner and operator providing electric distribution and interconnection services to Purchaser at the Premises;
- o) "Due Date" has the meaning set forth in Section 7.4;
- p) "Effective Date" has the meaning set forth in Section 2;
- q) "Estimated Remaining Payments" means as of any date, the estimated remaining Solar Power Payments to be made through the end of the applicable Term, as reasonably determined by the Power Producer in accordance with Section 7.1;
- "Expiration Date" means the date on which the Agreement terminates by reason of expiration of the
- s) "Force Majeure Event" has the meaning set forth in Section 11.1;
- "Governmental Approval" means any approval, consent, franchise, permit, certificate, resolution, concession, license or authorization issued by or on behalf of any applicable Governmental Authority for the purpose of setting up of the Project and / or for sale and purchase of Solar Power of the Project pursuant to the Agreement;
- u) "Governmental Authority" means any central, state, regional, district, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government;

Indemnified Persons" means the Purchaser Indemnified Parties or the Power Producer-indemnified Parties, as the context requires;

"Insolvency Event" means with respect to a Party, that either

Such party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee, administrator, liquidator on the likes of itself or of all or a substantial part of its assets or business; (B) been unable to pay its debts as such-debts become due; (C) made a general assignment for the benefit of its creditors, (D) commenced a voluntary proceeding under any insolvency or bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to the bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; or (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or

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- It is clarified that a dissolution or liquidation will not be an Insolvency Event if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization, and the resulting company retains credit worthiness similar to the dissolved or liquidated entity and expressly assumes all obligations of the dissolved and liquidated entity under this Agreement and is in a position to the perform them.
- x) "Installation Work" means the construction and installation of the System and the Start-up, testing and acceptance (but, not the operation and maintenance) thereof; all performed by or for the Power Producer at the Premises;
- y) "Invoice Date has the meaning set forth in Section 7.2;
- z) "Lender" means any Person who has lend any money to the Power Producer or towards whom the Power Producer has an indebtedness
- aa) "Losses" means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys' fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing and indemnity' obligation);
- bb) "Main Metering System" means all meter(s) and metering devices owned by the Power Producer and installed at the Delivery point for measuring and recorded the delivery and receipt of energy;
- cc) "Metering Date" means the first Business day of each calendar month subsequent to the month in which the Solar Power is generated by the Power Producer;
- dd) "Monthly Production" means the units equal to the difference between the meter reading on the Metering Date and the meter reading on the previous month's Metering Date or Commercial Production Date in case of first month of operations:
- ee) "Party" or Parties" has the meaning set forth in the preamble to this Agreement;
- ff) "Performance Ratio" (PR) means the ratio of plant output versus installed plant capacity at any instance with respect to the radiation measured. PR=(Measured output in kW / Installed plant capacity in kW* 1000 W/m2 /Measured radiation intensity in W/m2)
- gg) "Person" means an individual, partnership, corporation, Limited Liability Company, business trust, Joint Stock Company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.
- hh) "Power Producer Default" has the meaning set forth in Section 12.1 (a).
- ii) "Power Producer Indemnified" has the meaning set forth in Section 16.2.
- ij) "Premises" means the premises described in Schedule 1 to this Agreement. For the avoidance of doubt, the Premises include, the entirely of any and underlying real property located at the address described in Schedule 1 to this Agreement.
- kk) "Purchase Date" means the date on which title to the System transfers to the Purchaser pursuant to the Purchaser exercising its purchase option under Section 3.2.
- II) "Purchase Price" means the fee payable by the Purchaser to the Power Producer under the circumstances described in Section 3.2
- mm) "Purchaser Default" has the meaning set forth in Section 12.2 (a)
 - (n) "Project Sanction Letter" means a sanction letter issued by SECI approving the project for subsidy scheme.
 - b) "Purchaser Indemnified Parties" has the meaning set forth in Section 16.1
- (pp) "Representative" has the meaning forth in Section 15.1.

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- dd) "Scheduled Complete Date" has the meaning set forth in Section 4.1(g)
- rr) "9ecurity Deposit" means an amount equal to Rs. 12, 50,000 (Twelve lakh fifty thousand only) for which a advance amount of Rs. 625,000 (Six Lakh Twenty Five Thousand only) will be paid by the Purchaser to the Power Producer at the time of signing of the Agreement and balance amount of Rs. 625,000 (Six Lakh Twenty Five Thousand only) will be paid by the Purchaser to the Power Producer at the time of Commercial Operation Date.
- ss) "Solar Power" means the supply of electrical energy output from the System.
- tt) "Solar Power Payment" has the meaning set forth in Section 7.1.

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- uu) "System" includes the integrated assembly of photovoltaic panels, mounting, assemblies, inverters, converters, .metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, and all other material comprising the Installation Work.
- vv) "System Operations" means the Power Producer's operation, maintenance and repair of the System performed in accordance the requirement herein.
- ww) "Tariff" means the price per kWh set forth in Schedule II hereto.
- xx) "Term" has the meaning set forth in Section 3.1:

1.2 Interpretation

- a) Unless otherwise stated, all references made, in this Agreement to "Sections", "Clauses" and "Schedules" shall refer respectively to Sections, clauses and Schedules of this Agreement. The Schedules to this Agreement form an integral part of this Agreement and shall have effect as though they were expressly set out in the body of this Agreement.
- b) In the Agreement, unless the context otherwise requires (i) .words imparting singular connotation shall include plural and vice versa: (ii) the words "include", "includes", and "including" mean include, includes and including "without limitation" and (iii) the words "hereof", "hereto", "herein" and "hereunder" and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement.

2: Effective Date

This Agreement shall be effective on the day that falls one Business Day after issuance of Project Sanction Letter and receipt of Security Deposit, whichever is later.

3. Terms and Termination

3.1 Term

The term of the Agreement shall commence on the Effective Date and shall continue for twenty five (25) years from the Commercial Operations Date (the "Term"), unless and until terminated earlier pursuant to the provisions of this Agreement.

3.2 Purchase Option/ Purchase Obligation

a. Purchase option

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So long as a Purchaser default shall not have occurred and be continuing, Purchaser has the option to purchase the System by paying the Power Producer the Purchase price as per Schedule III to this Agreement. Provided that such option can be effected only after 18 months from the Commercial Operation Date.

To exercise its purchase option, the Purchaser shall not, less than Ninety (90) days prior to the proposed Purchase Date, provide written notice to the Power Producer of Purchaser's intent to exercise its option to purchase the System on such purchase date. In the event Purchaser confirms its intention to exercise the purchase option in writing to the Power Producer, (i) Purchaser shall pay the applicable purchase price to the Power Producer on the Purchase Date, and such payment shall be made in accordance with any written instructions delivered to Purchaser by the Power Producer for payments under the Agreement, and (ii) the Parties shall promptly execute all documents necessary to (A) cause title to the System to pass to Purchaser on the Purchase Date, free and clear of all liens and (B) assign all vendor warranties for the System to Purchaser. Upon execution of the documents and payment of the applicable purchase

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price in each case as described in the preceding sentence, the Agreement shall terminate automatically and the Purchaser shall become the owner of the System. Upon such termination, the Power Producer shall offer' its operations and maintenance ("O&M") services to the Purchaser and the Parties may enter into an O&M agreement in this regard. The terms and conditions of the O&M agreement will be negotiated in good faith between the Parties.

b. Purchase obligation

The Purchaser will be obliged to purchase the System under the following circumstances:

- i. In case of change in ownership of the Premises: In case the Purchaser decides to change the beneficial ownership of the Premises, or in the case of a leased Premises, in the case of a change of owner of the Premises, and the Power Producer does not agree to continue the Agreement with the proposed new owner of the Premises, the Purchaser will be obliged to purchase the system by paying the Power Producer the purchase price as per Schedule III to this Agreement.
- ii. In accordance with Clause 12.2, in the event a Purchase Default is not remedied within the timelines prescribed in Clause 12.2(a).
- c. At the end of 25 years from Commercial Operation Date the System will be transferred free of cost to the Purchaser and all obligations including operation, maintenance, servicing, and dismantling the system will be transferred to the Purchaser.

3.3 Conditions Prior to Installation of the System

Power Producer's obligation to install the System and sell power it produces is conditioned on the following items having been completed, to its reasonable satisfaction:

- completion of (A) the engineering site audit (a thorough physical inspection of the Premises, including, if applicable, geotechnical work), (B) the final System design, and (C) real estate due diligence to confirm the suitability of the Premises for the construction, installation and operation of the System;
- ii. receipt of all necessary permits from the Discom and CIEG, if required, including signing of power purchase agreement with DISCOM for installing the System
- iii. receipt of all necessary zoning, land use and building permits and permissions; and
- iv. Completion of any renovations, improvements or changes reasonably required at the destined Premises (e.g., removal of a tree or necessary roof repairs to enable the Power Producer to safely install the System), by the Purchaser, at its cost.
 - If the Premises is governed by a Property owner's association or similar community organization, Purchaser's receipt of all approvals and authorizations for the System required by that organization and advising Power producer of any requirements of that organization that will otherwise impact the System, its installation or operation.
- vi. If the Premises is not legally and beneficially owned by the Purchaser, then a no objection letter issued by the legal and beneficial owner of the Premises, approving and authorizing this Agreement, including the installation of the System.

Power Producer may terminate this Power Purchase Agreement without liability if it is of bona-fide opinion that any of the above listed conditions (i) through (iv) is not possible to be satisfied for the reasons beyond its control. **Transitable Educations**

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4. Construction, Installation, Testing and Commissioning of the System.

Installation Work 4.1

- a) The Power Producer will install, operate, and maintain the solar power system and produce the power in accordance with the Technical Specification & other details of RFS No: SECI/Cont./01/2016/500 dated: 22/04/2016. The Power Producer shall provide to the Purchaser a bill of materials listing the major equipment constituting the System. Such bill of materials shall be provided within 30 days of the Commercial Operation Date.
- b) The Power Producer shall have free access to perform the Installation Work at the Premises in a manner that minimizes inconvenience to and interference with the use of the Premises to the extent commercially practical.
- c) It is agreed between the Parties that the Power Producer shall commission the System with a capacity of 250 KWp. Power Producer may construct a System of smaller size if it receives only part approval of Government or for any other material commercial reason, as mutually agreed between the Parties in writing, In the event a System of smaller capacity is eventually agreed to be installed, the clauses pertaining to Purchase Price as set out under this Agreement shall be adjusted proportionately as per mutual agreement between the Parties in writing.
- d) The Power Producer shall provide and lay the dedicated electrical cables for transmission of Solar Power from the System up to the Delivery Point. Transmission or distribution of Solar Power beyond this point will be the responsibility of the Purchaser. The Delivery Point shall be where the Main Metering System is located.
- e) Unless otherwise agreed between the Parties, the Power Producer shall not carry out any modification of the Premises without the written consent of the Purchaser. Such consent shall not be withheld unreasonably. The Power Producer shall maintain general cleanliness of area around the Project during construction and operation period of the Project. In case any damages is caused to the equipment / facilities owned by the Purchaser due to the reasons attributable to the Power Producer, the same shall be made good rectified by the Power Producer at their cost.
- The Power Producer shall, within fifteen (15) days of the Effective Date, submit to the Purchaser shop drawings of the Project for approval ("Shop Drawings"). The drawings will have to be approved from the Power Purchaser within 3 days from the submission of the drawings. If the Purchaser does not approve or does not provide any reasonable objection /recommendation in the Shop Drawings within 3 days, the same will be deemed to be approved.
- Subject to any punch-list items which shall be agreed by the Purchaser as not being material to completion of the Project, the Power Producer agrees that it shall achieve the completion of the Project/ Commissioning of the Project within 6 months from the Effective Date ("Scheduled Completion Date"). Any delays on account of the Purchaser that may cause hindrance or delay in execution of the Project shall not be included in the set period of 6 months. Purchaser shall ensure that sufficient load is available at the Delivery Point to ensure synchronization and drawl of power from System.
- h) The Purchaser shall ensure that all arrangements and infrastructure for receiving Solar Power beyond the Delivery Point are ready on or prior to the Commercial Operation Date and is maintained in such state in accordance with applicable laws through the Term of the Agreement.
- In addition to the above, each of the Power Producer and the Purchaser shall fulfill all their respective obligations undertaken by each of them under this Agreement.

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Approvals and Permits 4.2

Each of the Parties shall assist the other in obtaining all necessary Government Approvals, third party approvals and permits including but not limited to those listed in Schedule V hereto and any waivers, approvals or releases required pursuant to any applicable CCR.

System Acceptance Testing 4.3

- a) The Power Producer shall give 10 days' advance notice to conduct the testing of the Project and shall conduct testing of the Project in the presence of Purchaser's designated representative.
- b) If the results of such testing indicate that the System is capable of generating electric energy for 5 continuous hours using such instruments and meters as have been installed for such purposes, then the Power Producer shall send' a Written notice to Purchaser to that effect, and the date of successful conducting such tests and injection of Power at Delivery Point shall be the "Commercial Operation Date"

System Operations

5.1 The Power Producer as Owner and Operator

The System will be legally and beneficially owned by the Power Producer and will be operated and maintained and, as necessary, repaired by the Power Producer at its sole cost and expense. Replacement of spare parts if any shall be responsibility of Power Producer for the complete period of Agreement.

5.2 Metering

- a) The Power producer shall install the Main Metering System with due certification for the measurement of electrical energy produced by the System.
- b) The meter will be read by Power Producer's personnel on the Metering date. The authorized representative of the Purchaser shall be present at the time of meter reading. Both the Parties shall sign a joint meter reading report. However, in case the Joint meter reading report is not signed in the first three Business Days of any month due to non-availability of the Purchaser's authorized representative, the report signed by the Power Producer shall be considered as Joint Meter Reading Report. The Parties agree that such Joint meter reading Report shall be final and binding on the Parties.
- c) The Main Metering System at the Delivery Point and any additional meters required by Applicable Law shall be tested, maintained and owned by the Power Producer. In case of malfunctioning of main metering system at delivery point, Deemed Generation shall be paid upto 3 days only, and after that no payment shall be made till meter is replaced by new one or repaired.
- d) The Power Producer shall connect the Solar output to the existing system as per the requirements of
- e) The title to the Solar Power supplied by the Power Producer shall pass to the Purchaser at the Delivery Point.

a) Availability of premises: The Purchaser shall provide full & disturbance free access of the Premises to Power Producer for installation, operation and maintenance of solar power plant during the Term of Agreement.

5.3 System Disruptions

- b) Purchaser will not provide/construct any structure whatsoever in and around the premises which shades the solar panels effecting the generation of the energy during the Agreement period.
- c) Roof Repair and other System Disruptions In the event that (a) the Purchaser repairs the Premises' roof for any reason not directly related to damage, if any, caused by the System, and such repair required the partial or complete temporary disassembly or movement of the System, or (b) any act required the partial or complete temporary disassembly or movement of the System, or (b) any act or omission of Purchaser or Purchaser's employees, Affiliates, agents or subcontractors (collectively, or omission of Purchaser or Purchaser's employees, Affiliates, agents or subcontractors (collectively, or omission of Purchaser or Purchaser's employees, Affiliates, agents or subcontractors (collectively, or omission of Purchaser or Purchaser's employees, Affiliates, agents or subcontractors (collectively, or omission of Purchaser or Purchaser's employees, Affiliates, agents or subcontractors (collectively, or omission of Purchaser or Purchaser's employees, Affiliates, agents or subcontractors (collectively, or omission of Purchaser or Purchaser's employees, Affiliates, agents or subcontractors (collectively, or omission of Purchaser or Purchaser's employees, Affiliates, agents or subcontractors (collectively, or omission of Purchaser or Purchaser's employees, Affiliates, agents or subcontractors (collectively, or omission of Purchaser or Purchaser's employees, Affiliates, agents or subcontractors (collectively, or omission of Purchaser or subcontractors (collectively, or omission of Purchaser or Purchaser's employees, Affiliates, agents or subcontractors (collectively, or omission of Purchaser or subcontractors (collectively, or omission or outage in System production, and such events are subcontractors (collectively, or omission or outage in System production, and such events are subcontractors (collectively, or omission or outage in System production, and such events are subcontractors (collectively, or omission or outage in System production, and such events are subcontractors or subcontractors (collectively, or omissi
 - average rate over the preceding 12 (Twelve) months, or, if the disruption occurs within the first 12 months of operation, the average over such period of operation
 - ii. generation during same period in the immediately preceding year

Power producer shall inform about the disruption or outage in System production, for reasons attributable to Purchaser in writing with date and time of such occurrences, and Purchaser's liability shall start from the date of intimation for above of disruption or outage in system production, on account of Purchaser.

6. Delivery of Solar Power

6.1 Purchaser Requirement:

Purchaser agrees to purchase one hundred percent (100%) of the Solar Power generated by the System and made available by the Power Producer to Purchaser at the Delivery Point during each relevant month of the Term. [In the event that the Purchaser is unable to off take 100% of the electricity generated, when it is generated, then Deemed Generation will apply only in case of the following conditions:

- a) In the event Power Producer is generating power more than the available load, and the Purchaser is not able to export or record the excess units generated.
- b) Faults in the equipment's of the Purchaser e.g., Net meter Cables, Equipment's etc., which may stop the feeding / record of the Solar Power generated.

2\Estimated Annual Production

The annual estimate of Solar Power with respect to the System for any given year as determined pursuant to this Section shall be the "Estimated Annual Production". The Estimated Annual Production for each year of the Initial Term is set forth in Schedule IV hereof.

6.3 Suspension of Delivery

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Power Producer shall be entitled to suspend delivery of electricity from the System to the Delivery Point for the purpose of maintaining and repairing the System upon giving one week's advance written notice to the Purchaser except in the case of emergency repairs. Such suspension of Service shall not constitute a breach of this Agreement provided that the Power Producer shall use commercially reasonable efforts

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to minimize any interruption in service to the Purchaser. However, any preventive maintenance shall be done only during the period when plant is not generating.

7. Tariff and Payments

7.1 Solar Power Payment

Purchaser shall pay to the Power Producer a monthly payment for the Solar Power generated by the System as per the Metering clause 5.2 (b) above during each calendar month of the Term equal to the actual Monthly Production as recorded in Joint Meter Reading Report for the System for the relevant month multiplied by the Tariff irrespective of (i) whether any or all units of Solar Power has been drawn, consumed or utilized by Purchaser and / or (ii) whether any Solar Power has been injected, whether inadvertently or otherwise, into the grid of the Distribution Utility. The Power Producer will bill the Purchaser for each KWh metered as above at the Delivery Point, at the Tariff prevailing at that point of time. While generating the invoice, the Power Purchaser shall deduct an amount proportionate to the interest of [7%] per annum payable by it to the Purchaser on the Security Deposit, in terms of Clause 7.8(a).

7.2 Invoice

The Power Producer shall invoice Purchaser on the fifth day of each calendar month (each, an "Invoice Date") commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Solar Power Payment in respect of the immediately preceding month. The last invoice shall include production only through the Expiration Date of this Agreement.

7.3 The invoice to the purchaser shall include.

- (a) Billable units and Tariff for the relevant billing period.
- (b) Supporting data, documents and calculations in accordance with this Agreement.

7.4 Time of payment

Purchaser shall pay all amounts due hereunder within 10 days after the date of the receipt of the invoice via email or post ("Due Date").

7.5 Method of payment

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Purchaser shall make all payments under the Agreement by electronic funds transfer only in immediately available funds to the' account designated by the Power Producer from time to time. The current account details are mentioned in Annexure 1. All payments made hereunder shall be non-refundable, subject to the applicable tax deduction at source, and be made free and clear of any other tax, levy, assessment, duties or other charges and not subject to reduction, set-off, or adjustment of any kind. Further, if any taxes and duties are livable currently or in future, such taxes and duties shall be paid by the Purchaser over and above the solar electricity tariff mentioned in this agreement. Such taxes and duties could include, but not restricted to Electricity Duty, Tax on Sale of Electricity (TOSE). If the Purchaser deducts any tax at source, the Purchaser will issue a tax credit certificates as per law.

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7.6 Late Payment Surcharge

In case payment of any invoice is delayed by the Purchaser beyond its Due Date, a late payment surcharge shall be payable by Purchaser to the Power Producer at the rate of 1.25% per month ("Late Payment Surcharge") calculated on the amount of outstanding payment, calculated on a day to day basis for each day of the delay, compounded on monthly rests. Late Payment Surcharge shall be claimed by the Power Producer, through its subsequent invoice. It is further clarified that the Power Producer shall be entitled to deduct from the Security Deposit any unpaid or delayed invoice, including the amounts towards the Late Payment Surcharge.

7.7 Disputed Payments

In the event that the Purchaser disputes an invoice, it shall give notice of such a dispute within 3 days of receiving the invoice setting out details of the disputed amount. The Purchaser shall pay by the Due Date 100% of any undisputed amount and in case the invoice is disputed, the Purchaser shall pay an amount based on average consumption of last three consecutive undisputed invoices. Amount so recovered shall be subject to final adjustment on resolution of the dispute. Thereafter, the Parties shall discuss and try to resolve the disputed amount within a week of receipt of such notice of dispute. If the Parties resolve the dispute, an appropriate adjustment shall be made in the next invoice. If the dispute has not been resolved by the date of the next invoice the dispute shall be referred to a committee of one member from each of Purchaser and Power Producer. If the dispute is still-not resolved by the next following invoice if shall be referred to Arbitration as provided in this Agreement.

7.8 Payment Security

- a. The Purchaser hereby agrees to issue a demand draft towards the Security Deposit to the Power Producer, 50% of payment immediately upon the signing of this agreement and 50% of payment at the time of Commercial Operation Date.
- b.It is hereby clarified that the Purchaser will not be entitled to any interest on the Security Deposit, until the Commercial Operation Date.
- c. Effective from the Commercial Operation Date, and until the period for which such Security Deposit is deposited with it, the Power Producer shall pay the Purchaser a simple interest at 7% per annum, on the amount of the Security Deposit minus any portion utilized by the Power Producer under this Agreement, in accordance with Clause 7.1.
- d. The Power Producer shall be entitled to utilize the whole or any part of the Security Deposit, as per the terms of this Agreement. The Purchaser agrees to, within 3 Business Days of receipt of notice from the Power Producer regarding any usage of the whole or any part of the Security Deposit, issue a demand draft to the Power Producer for such utilized sums, such that the Security Deposit is made whole again, as required under Clause 7.8(a).

7.9 Change in Law

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For the Purpose of this section 7.9, the term "Change in Law" shall mean the occurrence of any of the following events after the Effective date, resulting into any additional recurring / non-recurring expenditure by the Power Producer or any income to the Power Producer.

The enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law: or

i. A change in the interpretation of any Law by any Governmental Authority having the legal power to interpret or apply such Law, or any competent court; or

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- iii. The imposition of a requirement, for obtaining any Government Approvals which was not required earlier; or
- iv. a change in the terms and conditions prescribed for obtaining any Government Approvals or the inclusion of any new terms or conditions for Obtaining such Government Approvals; or
- v. Any introduction of any tax made applicable for supply of power by the Power Producer as per the terms of this Agreement.
- vi. However change in the rate of any existing tax will not be considered a change in law. Any risk of change of tax rate whatsoever related to the work lies with the Purchaser.
- b. Application and Principles for computing impact of Change in Law: While determining the consequence of Change in Law under this Article 7.9, the Parties shall have due regard to the Principle that the purpose of compensating the Party affected by such Change. In Law, is to restore through monthly bill payment, to the extent contemplated in this Article 7.9, the affected Party to the same economic position as if such Change in Law has not occurred and such impact shall be mutually decided in writing.
- c. Solar Power Payment Adjustment Payment on account of Change in Law Subject to provisions mentioned above, the adjustment in Solar Power Payment shall be effective from:
- i. The date of adoption, promulgation, amendment, re-enactment or repeal of the Law or Change in
- ii. The date of order/ judgment of the competent court; of tribunal or
- iii. Governmental Authority, if the Change in law is on account of a change in interpretation of Law.

8. General Covenants

8.1 Power Producer's Covenants

The Power Producer covenants and agrees to the following:

- a) Notice of Damage or Emergency: The Power Producer shall (a) promptly notify Purchaser if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (b) immediately notify Purchaser once it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises.
- b) System Condition: The Power Producer shall take all actions reasonably necessary to ensure that the System is capable of providing Solar Power at a commercially reasonable continuous rate.
- c) The System shall meet minimum guaranteed generation with Performance Ratio (PR) at the time of commissioning and related Capacity Utilization Factor (CUF) as per the daily normalized irradiance levels of the location during the O&M period. PR shall be minimum of 75% at the time of inspection for initial Project acceptance.
- Governmental Approvals: While providing the Installation work, solar Power and System Operations, the Power Producer shall obtain and maintain and secure all Governmental Approval required to be obtained and maintained and secured by the Power Producer and to enable the Power Producer to perform such obligations.
- e) The interconnection of the rooftop solar system with the network of the distribution licensee shall be made as per the technical standards for connectivity of distributed generated resources



regulations as may be notified by the competent authority. The interconnection of the rooftop solar system shall be as per the contracted load and / or respective voltage level applicable to the Purchaser as per the provisions of the guidelines issued by the competent authority.

f) Health and Safety: The Power Producer shall take all necessary and reasonable safety precautions with respect to providing the installation Work, Solar Power, and System Operations that shall comply with all Applicable Law pertaining-to the health and safety of persons and real and personal property.

8.2 Power Producer's Representatives

During the subsistence of this Agreement, the Power Producer undertakes to respond to all questions, concerns and complaints of the Purchaser regarding the System in a prompt and efficient manner. The Power Producer designates the following individual as its representative pertaining to performance of this Agreement till the Commercial Operation Date:

Name: Sidram Kaluti Telephone: 9448376920

Email: kaluti@ravindraenergy.com

The Power Producer designates the following individuals as its representative and primary point of contact pertaining to performance of this Agreement following the Commercial Operation Date till termination:

Name: Sayed Imaad Quadri Telephone: 9164078517

Email: imaad.quadri@ravindraenergy.com

8.3 Purchaser's Covenants

Purchaser covenants and agrees to the following:

- a) Notice of Damage or Emergency: Purchaser shall (a) promptly notify the Power Producer if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System; (b) immediately notify the- Power Producer once it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises.
- b) Liens: Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the System and the Premise or any interest therein. If Purchaser breaches its obligations under this Clause, it shall immediately notify the Power Producer in writing, and shall promptly cause such Lien to be discharged and released of record without any cost to the Power Producer, and shall indemnify the Power Producer against all costs and expenses (including reasonable attorney's fees and court costs) incurred in discharging and releasing such Lien. It is clarified that any breach of this obligation by the Purchaser will constitute a material breach under this Agreement.
- c) Consents and Approvals: Purchaser shall ensure that any authorizations required of Purchaser under this Agreement, including those requited for installation of System at the Premises and to drawl consume Solar Power are provided in a timely manner. The Purchaser shall cooperate with the Power Producer to obtain such approvals, permits, rebates or other 'financial incentives.

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- d) Access to Premises Grant of License: Purchaser hereby grants to the Power Producer a license co-terminus with the Term, containing all the rights necessary for the Power Producer to use portions of the Premises for the installation, operation and maintenance of the System pursuant to the terms of this Agreement, including ingress and egress rights to the Premises for the Power Producer and its employees and authorized representatives and access to electrical panels and conduits to interconnect or disconnect the System with the Premises electrical wiring with the consent and approval of the Purchaser's authorized representative identified by the Purchaser. Photo ids will be provided by the Power Producer. Power Purchaser will assist in availing permissions to the site.
- e) Security: The Purchaser will have the obligation to keep the Premises which has Solar Power System locked at all times during the Term of the Agreement. The Purchaser shall also take all reasonable measures to protect the System against theft and vandalism. Inspite of these measures, if any damages to the System takes place due to theft or vandalism then the same shall be claimed or reimbursed through insurances by Power producer. In case of theft and vandalism acts, the Purchaser will assist the Power Producer in procedures of filing FIRs, insurance claims and any other related activities. Whenever, the damages to the System occurs (except due to negligence of Power Producer) then the same shall be jointly assessed by both the Parties and a severity level will be decided, which will further decide the duration offered to the Power Producer to correct the damage, and the Power Producer shall be paid the amount on the basis of 'Deemed generation' for such a period. Power Producer shall be entitled to any insurance proceeds received for damages in this clause. Purchaser will not conduct activities on, in or about the Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System. If System is damaged due to any such activity or through any other agency contracted by the Purchaser directly or indirectly, such a damage will be borne by the Purchaser. It is clarified that if any loss is suffered by the Power Producer due to theft or vandalism of the System, which occurs due the Purchaser's negligence, the Power Producer shall be entitled to claim such resultant loss or damages directly from the Purchaser, without prejudice to the remedies listed above. Further, in such an event, the Power Purchaser will also be entitled to apply the Security Deposit towards such loss suffered by it.
- f) Regardless of whether Purchaser is owner of the Premises or leases the Premises from a landlord, Purchaser hereby covenants that (a) the Power Producer shall have access to the Premises and System during the Term of this Agreement, and (b) neither Purchaser nor Purchaser's landlord will interferer or handle any of the Power Producer's equipment or the System without written authorization from the Power Producer.
- g) Temporary storage space during installation: Purchaser shall provide sufficient space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary Construction, trailers and facilities reasonably necessary during the Installation Work, System Operations and access for rigging and material handling.
- h) Sunlight Easements: Purchaser will take all reasonable actions as necessary to prevent other building, structures or flora from overshadowing or otherwise blocking access of sunlight to the System, including but not limited to-such actions as may be reasonably necessary to obtain a solar access easement for such purpose.

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- Evacuation Purchaser shall off take 100% of the Solar Power generated from the Delivery Point, and pay all invoices raised by the Power Producer under this Agreement by the Due Date and pay interest on delayed payments, if any, as per this Agreement.
- j) Water Power Purchaser at zero cost shall arrange Raw Water at a given .point as per the requirements of the Power Producer, for periodic cleaning of the solar panels (7500 Liters twice a month).
- k) Auxiliary Power The Purchaser shall provide sufficient auxiliary power to the Power Producer for the maintenance and operation of its system, if available and possible, at the rate Purchaser is paying to the Discom.
- Relocation If one or more of the Solar Power Plant panels needs to be temporarily moved or its generation suspended, for any other reason requested by the Power Purchaser, the Power Purchaser will be responsible for pre-agreed costs on actuals only, arising from moving, disassembling and re-installing/ commissioning the Solar Power Plant, as agreed between the Parties. The Power Producer will be responsible for providing detailed documentary proof of the actual pre-agreed costs borne for such relocation/disassembling. Within 30 days of these satisfactory documents being provided by the Power Producer, the Purchaser shall reimburse these pre-agreed expenses in full, and delayed payment beyond the date mentioned above will attract Late Payment charges as described in Clause 7.6. During any interruption in generation during such a relocation, the Purchaser will continue to be billed as per Deemed Generation, during the period of interruption, for the affected Solar Power Plant(s).
- m) Alterations to the System- Purchaser will not do any alternations to the System including adding battery back-up and installing hybrid inverters without prior consent of Power Producer which consent shall not be withheld unreasonably. In any case, any cost of such alterations, any loss of generation as a result of such alterations, and any damages to the system will be borne by the Purchaser.
- n) Operation and repair: Power Purchaser will not operate or make any repairs to the System without prior written consent of the Power Producer. In any case, any cost arising out of an unauthorized repair or operation including loss of generation and damage to the System will be borne by the Purchaser.

9. Representations & Warranties

9.1 Representations and Warranties Relating to Agreement Validity

In addition to any other representations and warranties contained in the Agreement, each Party represent and warrants it's to other that:

- a) It is duly organized and validly existing and in good standing in the jurisdiction of its incorporation;
- b) It has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement.
- It has taken all requisite corporate or other action to approve the execution, delivery, and performance of this Agreement;
- d) This Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms;
- e) There is not litigation, action, proceeding or investigation pending or, to the: best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any

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- of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and
- f) Its execution and performance of this Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

10. Taxes and Governmental Fees

10.1 Purchaser obligations

Purchaser shall pay for any taxes, fees or charges imposed or authorized by any Governmental Authority in future (as on date no such taxes/fees/charges are being levied) on sale of the Solar Power to Purchaser pursuant to clause 7. The Power Producer shall notify Purchaser in writing with a detailed statement of such amounts, which shall be invoiced by the Power Producer in the monthly bills and payable by Purchaser. Purchaser shall timely report, make filings for, and pay any and all sales, use, income or other taxes, and any other amounts assessed against it due to its purchase of the Solar Power. This Section 10.1 excludes taxes specified in Section 10.2.

10.2 Power Producer Obligations

The Power Producer shall be responsible for all income taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System. The Power Producer shall not be obligated for any taxes payable by or assessed against Purchaser based on or related to Purchasers overall income or revenues.

11. Force Majeure

11.1 Definition

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"Force Majeure Event" means any act or event that prevents the affected Party from performing its obligation in accordance with the Agreement, if such act or event is beyond the reasonable control of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, "Force Majeure Event" shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lighting or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion. A Force Majeure Event shall not be based on the economic hardship of either Party. In case of any damage because of force majeure event, the System shall be repaired / commissioned by the Power Producer and the cost for such repair shall be borne equally by the Power Producer and the Purchaser. In the event that the Purchaser fails to bear such cost, it is clarified that, the Power Producer shall be entitled to use the Security Deposit and claim the remaining, if any, from the Purchaser.

Excused Performance

Except as otherwise specifically provided in this Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement, if and to the extent

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that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 11 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) provided, however, that Purchaser shall not be excused from making any payments and paying any unpaid amounts due in respect of Solar Power delivered to Purchaser prior to the Force Majeure Event performance interruption.

11.3 Termination as a Consequence of Force Majeure Event

If a Force Majeure Event shall have occurred that has affected the Power Producer's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then Purchaser shill be entitled to terminate the Agreement and if such Force Majeure Event continues for further ninety (90) days period, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination).

12. Default

12.1 Power Producer Defaults and Power Purchaser Remedies

- a) Power Producer Defaults: The following events shall be defaults with respect to the Power Producer (each, a "Power Producer Default").
 - An Insolvency Event shall have occurred with respect to the Power Producer;
 - Failure to achieve Commissioning of the System within 6 months of the Effective Date, for reasons not attributable to the Purchaser; and
 - iii. The Power Producer breaches any material term of the Agreement and if such breach is not cured within sixty (60) days after Purchaser's written notice of such breach

b) Purchaser's Remedies:

- i. If a Power Producer Default described in Section 12.1 (a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 13, Purchaser shall have a right to deliver a notice of its intention to terminate this Agreement ("Purchaser Preliminary Default Notice"), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.
- ii. Following the issue of Purchaser Preliminary Default Notice, it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Power Producer's Default having regard to all the circumstances. If the Power Producer Default is not cured within a period of ninety (90) days of the issue of Purchaser Preliminary Default Notice or any other such period mutually agreed upon by the Parties, the Purchaser shall have the right to terminate this Agreement by issuing a Purchaser Termination Notice.

Upon the delivery of the Purchaser Termination Notice, this Agreement shall stand terminated. The Power Producer shall remove the System from the Premises within two month from the date of termination and for which the purchaser has no objection whatsoever. Alternatively the Purchaser, if wish to, can purchase the system as per price in Schedule III.

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iv. The Power Purchaser may exercise any other remedy it may have at law or equity or under the Agreement.

12.2 Power Purchaser Defaults and Power Producer's Remedies

- a) Purchaser Default : The following events shall be defaults with respect to Purchaser (each, a "Purchaser Default")
 - i. An Insolvency Event shall have occurred with respect to Purchaser;
 - The Purchaser terminates the Agreement before the Term of 25 years, other than under Clauses 11.3 or 12.1 of this Agreement;
 - iii. Purchaser breaches any material term of the Agreement, including the terms in relation to providing free and unhindered access to the Premises to the Power Producer;
 - iv. Purchaser fails to pay the Power Producer any undisputed amount or, if the amount is disputed, an amount based on average consumption of last three consecutive undisputed invoices to the Power Producer under Section 7.7 of this Agreement within ten (10) days from the receipt of notice from the Power Producer of such past due amount
- b) Power Producer's Remedies: If a Purchaser Default described in Sections 12.2 (a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 13, the Power Producer shall be entitled to terminate this Agreement by serving a fifteen (15) days' notice and upon such termination and,
 - (A) The Power Producer shall be entitled to receive from Purchaser the Purchase Price. The Purchase Price payable shall be the Purchase Price Specified in Schedule III that falls on such date. Upon the payment of the Purchase Price, the Power Producer shall cause the title of the System to transfer to the Purchaser;
 - (B) the Power Producer shall be entitled to deduct such amounts from the Security Deposit towards any loss and/or damage suffered by the Power Producer on account of a Purchaser Default; and
 - (C) The Power Producer may exercise any other remedy it may have at law or equity or under the Agreement including dismantling and removing the System.

13. Limitations of Liability

- 13.1 Except as expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the Agreement.
- 13.2 Subject to the provisions of the Agreement, the Power Producer shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the Power Producer, or contractors engaged by the Power Producer in connection with Power Producer and shall not be deemed to be employees, representatives, contractors of the Purchaser Nothing contained in the Agreement or in any agreement or contract executed by the Power Producer shall be construed to create any contractual relationship between any such employees, representatives or contractors and the Purchaser.

Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the Purchaser can claim compensation under any insurance policy, shall not be charged to or payable by the Purchaser

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14. Assignment & Novation

14.1 Assignment

Notwithstanding anything contained herein, the Power Producer has the right to assign any or all of its rights under this Agreement (including rights over any assets hereunder), to any third party including, though not restricted to any lender, equipment lessor or other party ("Assignment"), with prior intimation to the Power Purchaser. In the event of assignment, the Purchaser agrees to make the payments due to the Power Producer under this agreement, directly to the assignee, upon receipt of such notice by the Power Producer.

If the Power Producer were to sell the Solar Power Plant, then the new buyer(s) would need to abide by this Agreement. Further, the Power Producer reserves the right to assign whole or part of the assets to lenders/ leasing companies. However, any such actions as intended by the Power Producer under Article 14.1 and Article 14.2 shall be binding on Power Purchaser , if there are no material inconsistencies present in the contract provisions during the time of assignment/novation, else, it shall be construed as default in contract and appropriate actions shall be taken as deemed fit.

14.2 Novation

The Parties agree and acknowledge that the Power Producer may intend to novate the Agreement to a party, and has the right to transfer any or all of its rights and obligations under this Agreement to a party or any other third party ("New Party"), with prior intimation to the Power Purchaser. Upon Novation, the New Party shall automatically and without any further action be entitled to all the same rights and assume the same obligations, under this Agreement, as if it were originally a party to this Agreement. Further, the Purchaser hereby agrees and undertakes that, promptly upon receiving a request from the Power Producer, the Purchaser shall execute such further writings, deeds and/or agreements and take all such further actions as may be necessary for effecting or implementing the transfer of any or all of the Power Producer's rights and/or obligations under this Agreement to the New Party.

14.3 Notices

Unless otherwise provided in the Agreement, all notices and communications concerning the Agreement shall be in writing and addressed to the Parties at the addresses set forth below:

Power Producer's address and contact details: Sidram Kaluti Chief Executive officer Ravindra Energy Limited BC 109, Davidson Road, Camp Belgaum- 590001 Karnataka, India Mobile No: 9448376920

Purchasers address and contact details: Shri Suresh Kumar Nagpal Krupanidhi Group of Institutions College, 12/1, Chikkabellandur, Carmelram Post, ·Varthur Hobli, Off Sarjapur Road,

Bangalore-590035

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Unless otherwise provided herein, any notice provided for in the Agreement shall be hand delivered, sent by registered post, or by courier delivery, or transmitted by facsimile and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered or sent toy courier delivered or sent by courier delivery, upon posting if sent by registered post and upon confirmation of sending when sent by facsimile on the next Business Day.

15. Confidentiality

- 15.1 Purchaser shall (a) protect the Confidential information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. Notwithstanding the above, Purchaser may provide such Confidential Information to its officers, directors, manager, employees and Affiliates (collectively "Representatives"), in each case whose access is reasonably necessary for purposes of the Agreement. Each such recipient of confidential information shall be informed by Purchaser of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. Purchaser shall be liable for any breach of this provision by any entity to whom it improperly discloses Confidential Information. All Confidential Information shall remain the property of the Power Producer and shall be returned to it after Purchaser's need for it has expired or upon the request of the Power Producer.
- 15.2 If the Purchaser provides Confidential Information, the Power Producer shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. Notwithstanding the above, the Power Producer may provide such Confidential Information to its officers, directors, managers, employees and Affiliates (collectively, "Representatives"), in each case whose access is reasonably necessary for purposes of the Agreement. Each such recipient of Confidential. Information shall be informed by the Power Producer of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. The Power Producer shall be liable for any breach, of this provision by any entity to whom it improperly discloses Confidential Information. All Confidential Information shall remain the property of the Purchaser and shall be returned to it after the Power Produce's need for it has expired or upon the request of the Purchaser.

15.3 Permitted Disclosures

Notwithstanding any other provision contained herein, neither Party shall be required to hold confidential any information that

- a) Becomes publicity available other than through the receiving Party.
- is required to be disclosed under Applicable Law or pursuant to a validity issued notice or required filling, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement
- c) is independently developed by the receiving Party; or
- d) Becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

16. Indemnity

16.1 Power Producer's Indemnity

Subject to Section 13, the Power Producer agrees that it shall indemnify and hold harmless Purchaser and its members, officers, employees (collectively, the "Purchaser Indemnified Parties") from and against any

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and all Losses incurred by the Purchaser Indemnified Parties to the extent arising from or out of the following 1) any claim for or arising out of any injury to Or death of any Person; or 2) Loss or damage to property of any Person, to the extent (1) and (2) above are arising out of the Power Producer's negligence or willful misconduct. The Power Producer shall not, however, be required to reimburse or indemnify any Purchaser Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Purchaser indemnified Party.

16.2 Purchaser's Indemnity

Subject to Section 13, Purchaser agrees that it shall indemnity, defend and hold harmless the Power Producer, its permitted successors and assigns and their respective directors, officers, employees, contractors, sub-contractors, and agents (collectively, the "Power Producer indemnified Parties") from and against any and all Losses incurred by the Power Producer Indemnified Parties to the extent arising from or out of any claim for or arising out of any injury to or death or any Person or loss or damage to property of any Person to the extent arising out of Purchaser's negligence or willful misconduct. Purchaser shall not, however, be required to reimburse or indemnify any Power Producer Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Power Producer Indemnified Party.

17. Miscellaneous

17.1 Amendments

This Agreement may only be amended, modified or, supplemented by an instrument in writing executed by duly authorized representatives of the Power Producer and Purchaser.

17.2 Goodwill and Publicity

Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate arid cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases and other public statements by the other Party that refer to, or that describe any aspect of, this Agreement; provided that no such publicity releases or other public statements (except for fillings or other statements or releases as may be required by applicable law) shall be made by either Party without the prior written consent of the other Party. Without limiting the generality of the foregoing and whether or not the consent of the other Party is required or obtained, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement.

17.3 Industry Standards

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Except as otherwise set forth herein, for the purpose of the Agreement, the normal standards of performance within the solar photovoltaic power generation Industry in the relevant market shall be the, measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

Cumulative Remedies

Except as set forth to the contrary herein, any right or remedy of the Power Producer or Purchaser shall be cumulative and without prejudice to any other right or remedy.

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17.5 No Waiver

The failure of the Power Producer or Purchaser to enforce any of the provisions of the Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision in any other instance or of any other provision in any instance.

17.6 Survival

The obligations under Section 8:1 (d) (Power Producer Covenant), Sections 8.3(d), (e), (f) and (g) (Purchaser Covenants), Section 10 (Taxes and Governmental Fees), Section 13 (Limitation of Liability) Section 12.2 (Notices), Section 15 (Confidentiality), or pursuant to other provisions of this Agreement that, by their nature and context, are intended to survive. Termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

17.7 Governing Law & Jurisdiction

- a) This Agreement shall be governed by and construed in accordance with the laws of India. The Parties agree that the courts in Bangalore shall have jurisdiction over any action or proceeding arising under the Agreement.
- b) In the event of any Dispute, difference of opinion or dispute or claim arising out of or relating to this Agreement or breach, termination or the invalidity thereof, shall firstly be attempted to be resolved by conciliation.

c) Arbitration Procedure:

- a. In case of any dispute arising out of this Agreement or otherwise, between the parties hereto, and upon a failure to resolve the said dispute through conciliation, the dispute shall be referred to the arbitration under the provisions of the Indian Arbitration and Conciliation act, 1996. Each of the Power Producer and the Purchaser shall appoint one arbitrator each and the two arbitrators so appointed shall appoint the third arbitrator. The cost of the arbitration will be shared equally by Power Producer and the Purchaser.
- b. The venue of such arbitration shall be Bangalore. The arbitral award shall be binding on both Parties. The arbitration proceedings shall be governed by the Indian Arbitration and Conciliation Act, 1996, as amended from time to time, including provisions in force at the time the reference is made.
- d) During the dispute resolution period, both the Parties shall continue to perform their respective obligations as per provisions of the Agreement.
- e) This Section 17 is severable form the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason.

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If any term, covenant or condition in the Agreement shall, to arty extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

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17.9 Successors and Assigns

This Agreement and the rights and obligations under the Agreement shall be binding upon and shall inure to the benefit of the Power Producer and Purchaser and their respective successors and permitted assigns.

17.10 Counterparts

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

17.11 Independent Service Provider

This Agreement is on a principal to principal basis between the parties hereto Nothing contained in tills Agreement shall be construed or deemed to create any association, partnership or joint venture or employer employee relationship or principal-agent relationship in any manner whatsoever between the Parties

17.12 Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto with respect of the subject matter of this Agreement and supersedes all prior agreements and undertakings; written or oral, with respect to the subject matter hereof except as otherwise expressly provided herein. The Schedules annexed to this Agreement also form a part of this Agreement.

17.13 Insurance

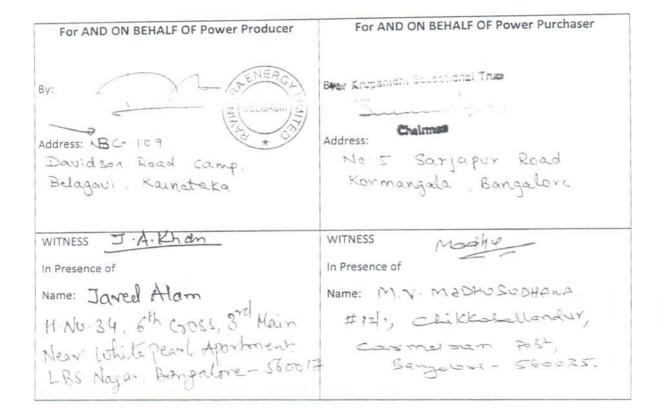
The Power Producer shall maintain, at its own costs, throughout the Term of the Agreement and any extensions thereof, all mandatory insurance coverage required to be maintained by it under Applicable Law.

17.14 Annual accounts reconciliation shall be conducted annually between the Power Producer and Purchaser.

IN WITNNESS WHEREOF the Parties have caused the Agreement to be duly executed through their duly authorized representatives as of the date set forth above contain Economic Trues

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Signature Page



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SCHEDULE I

Description of premises

Not for Profit Registration	Registered as Charitable Trust under Sub Registrar Bangalore			
Premises Overview	Group of Institutions			
Type of Roof	RCC Slab type			
Hours of Operation	9 hours			
Security	Provided			
Capacity and Area Requireme	nt			
Capacity in kWp	250 KWp			
Area in Sq. Mtr	1786			
Number of Buildings	02			
Roofs	02			
Capacity	250 KWp			
Distribution	11 KV			

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SCHEDULE II

Fees

Purchase shall pay power producer for solar power at the rate equal to INR 4.559/kWh which is the levelized tariff as per SECI allocation.

Year wise tariff is as follows:

Year 1	INR 4.559/kWh	Year 14	INR 4.559/kWh
Year 2	INR 4.559/kWh	Year 15	INR 4.559/kWh
Year 3	INR 4.559/kWh	Year 16	INR 4.559/kWh
Year 4	INR 4.559/kWh	Year 17	INR 4.559/kWh
Year 5	INR 4.559/kWh	Year 18	INR 4.559/kWh
Year 6	INR 4.559/kWh	Year 19	INR 4.559/kWh
Year 7	INR 4.559/kWh	Year 20	INR 4.559/kWh
Year 8	INR 4.559/kWh	Year 21	INR 4.559/kWh
Year 9	INR 4.559/kWh	Year 22	INR 4.559/kWh
Year 10	INR 4.559/kWh	Year 23	INR 4.559/kWh
Year 11	INR 4.559/kWh	Year 24	INR 4.559/kWh
Year 12	INR 4.559/kWh	Year 25	INR 4.559/kWh
Year 13	INR 4.559/kWh	I manish to	

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SCHEDULE III

				Drice per kWp		Price per kWp
Drice per kWp	Ì	Price per kWp			Year 22	9,600
	Year 8	43,200	Year 15			7,200
		40.800	Year 16	24,000		4,800
	-		Year 17	21,600		
55,200				19,200	Year 24	2,400
52,800	-			16.800		
50,400	Year 12					
48.000	Year 13	31,200	10			
	Year 14	28,800	Year 21	12,000		
	A STATE OF THE PARTY OF THE PAR	Cannot be sold Year 8 57,600 Year 9 55,200 Year 10 52,800 Year 11 50,400 Year 12 48,000 Year 13	Cannot be sold Year 8 43,200 57,600 Year 9 40,800 55,200 Year 10 38,400 52,800 Year 11 36,000 50,400 Year 12 33,600 48,000 Year 13 31,200	Cannot be sold Year 8 43,200 Year 15 57,600 Year 9 40,800 Year 16 55,200 Year 10 38,400 Year 17 52,800 Year 11 36,000 Year 18 50,400 Year 12 33,600 Year 19 48,000 Year 13 31,200 Year 20 Year 21 Year 21	Cannot be sold Year 8 43,200 Year 15 26,400 57,600 Year 9 40,800 Year 16 24,000 55,200 Year 10 38,400 Year 17 21,600 52,800 Year 11 36,000 Year 18 19,200 50,400 Year 12 33,600 Year 19 16,800 48,000 Year 13 31,200 Year 20 14,400 48,000 Year 14 28,800 Year 21 12,000	Price per kWp Price per kWp Year 8 43,200 Year 15 26,400 Year 22 57,600 Year 9 40,800 Year 16 24,000 Year 23 57,600 Year 10 38,400 Year 17 21,600 Year 24 55,200 Year 11 36,000 Year 18 19,200 Year 24 52,800 Year 11 33,600 Year 19 16,800 50,400 Year 13 31,200 Year 20 14,400 48,000 Year 13 38,800 Year 21 12,000

The following is the purchase value of the system over a period of 25 years.

Year will be calculated from the date of commercial operations

Subject to the terms of the Agreement, the above price is applicable under the conditions set out in the Agreement, including:

- The Power Purchaser terminates the PPA before the 25 years PPA Tenure
- The Power Purchaser wishes to own the Project before the Tenure of the PPA. ii.
- The Power Purchaser sells the building/premises to a third party
- The Solar Project is relocated or shifted owing to demolition of the Premises, damage to the Premises, change of city plans or any other mason continued Transition

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SCHEDULE IV

The following is the estimated annual generation:

Year	Estimated generation in KWhr	Year	Estimated generation in KWhr
Year 1	353,685	Year 13	323,975
Year 2	351,209	Year 14	321,500
Year 3	348,733	Year 15	319,024
Year 4	346,258	Year 16	316,548
Year 5	343,782	Year 17	314,072
Year 6	341,306	Year 18	311,596
Year 7	338,830	Year 19	309,121
Year 8	336,354	Year 20	306,645
Year 9	333,879	Year 21	304,169
Year 10	331,403	Year 22	301,693
Year 11	328,927	Year 23	299,218
Year 12	326,451	Year 24	296,742

The above generation numbers are only estimates. The actual performance will depend on several factors including weather, grid availability, and O&M. Further, the above numbers will change if the system size is changed in accordance of clause 4.1.c

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SCHEDULE V

Government Approvals

To be obtained by the power producer

All approvals including approvals/consents required under local regulations, building codes and approvals required from the distribution utility etc. relating to installation and operation of the system (including the government incentives/subsidies available for the project) and generation and supply of solar power from the Project.

To be obtained by Power Purchaser

Any authorizations required of purchaser, including those required for installation of system at the premises. Permissions and coordination with DISCOM or any related organization for NET METERING.

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SCHEDULE VI

SECI RFS (to be attached)







Annexure 1

Banks and Contact details of Ravindra Energy Limited

Bank Details:	
Name of Account holder	Ravindra Energy Limited
Account Number	915020003674076
Bank Name	Axis Bank Limited
Branch address	Geethanjali plaza CTS no.2672, Khanapur Road Tilakwadi, Belagavi-590006 Karnataka.
SFC Code	UTIB0000138
MICR Code	590211002

Contact Details:	
Company Name	Ravindra Energy Limited
Address	BC 109 Davidson Road, Camp Belgaum 590001, Karnataka
Contact Number	0831-2443225/6/7
Fax Number	0831-2443224
Email id	Contact@ravindraenergy.com
Website	www.ravindraenergy.com

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Annexure II

Trust Deed







Annexure III

Income Tax Exemption Certificate

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Nageotini S. Mutagelaur



ATTESTED BY

BALLS (Spl.)

ADVOCATE & NOTARY

B. Kudsetti, Seigaum

3 0 MAY 2017

egd. At Sl. No: 295/2017 Book No: 2



INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-KA71941131658778R

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NONACC (FI)/ kacrsfl08/ KORAMANGAL/\5/ KA-BA.

SUBIN-KAKACRSFL0868344312301927R

KRUPANIDHI EDUCATIONAL TRUST

Article 12 Bond

AGREEMENT

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KRUPANIDHI EDUCATIONAL TRUST

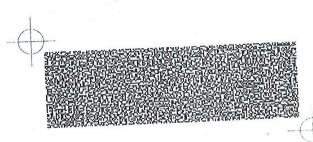
SOGO COMPUTER BANGALORE

KRUPANIDHI EDUCATIONAL TRUST

(One Hundred only)







R.f no.

Please write or type helow this line

08.08.2019

E-WASTE DISPOSAL AGREEMENT

This E-waste Disposal Agreement ("Agreement") is made on 1st of August 2019; by land between at Krupanidhi College of Pharmacy Chikkabellandur, Carmelaram Post, Bengaluru.

W/s Sogo Synergy Pvt Ltd located at 3 Floor 10 11, Hayes Road, 11/9, Hayes Color Richicond 35 Town, Bengaluru-560025 hereby authorized Mr. G.R. Lawhale - Vice Presidentwhich expression shall unless repugnant to the context include its legal/authorised representatives, administrators, executors, nominees, successors and permitted esserts) of the first part; REFERED AS "SOGO 29alore-35

SYNERGY"

AND





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M/s Krupanidhi Group of Institutions located at 12/1, Chikka Bellandur Carmelaram Post, Varthur Hobli, Off Sarjapur Road, Bengaluru-560035 hereby authorized Director, which expression shall unless repugnant to the context include its legal/ authorised representatives, administrators, executors, nominees, successors and permitted assigns) of the second part mentioned as "YOUR COMPANY'

Whereas YOUR COMPANY has IT and all electrical, electronic products/ service related hardware material or any other material as may be specified by YOUR COMPANY (the "Material" as hereinafter defined) that it may from time to time wish to dispose of, and SOGO SYNERGY desires to execute a complete dismantling & disposal program on behalf of YOUR COMPANY. Therefore, YOUR COMPANY shall provide, and SOGO SYNERGY shall dismantle & dispose off the Material in accordance with the following terms of this Agreement:

- 1. Waste Material- Waste Material is hereinafter defined as waste of all forms of electronics equipment, IT equipment's like Desktops, Monitor, Laptop, Servers, Modems and converters, Multiplexes, Switches, XDLS, ADSL, Wireless radio, DOME, Backhaul Optimisation, Optical, CPE telecommunications equipment's, including but not limited to e-waste in the form of laptops, desktops, servers, network personal equipment's, monitors, telephony, printers, faxes, copiers, data assistants process control equipment, server towers, server rack, scanners, batteries, server battery backups, uninterruptable power supplies, electronic storage media and all accessories and peripherals for above mentioned equipment's including toners which YOUR COMPANY may want to recycle/dispose.
- 2. Services- SOGO SYNERGY shall provide following services to collection, transportation and destruction of Waste Material from various locations of YOUR COMPANY. YOUR COMPANY will notify places for pick up as per the accumulation of WEEE (Waste Electrical and Electronic Equipment) with different locations pan India collection of the Material, within 15 working days or case to case from date of notice duly informed by YOUR COMPANY by an authorised representatives.
- 3. Destructions SOGO SYNERGY shall destruct the entire quantity of Material within 30 working days of receipt of material. YOUR COMPANY's authorized representative may also witness the destruction at our facility located at Bangalore. SOGO SYNERGY shall provide to YOUR COMPANY written confirmation through "Certificate of Destruction".
 - 4. Payment- We shall bear all handling costs for the Waste Material collected from YOUR COMPANY in full and all costs associated with the provision of the Services rendered. We shall pay to YOUR COMPANY, for the e-waste collected from YOUR COMPANY, as per the rates specified Rs. __ Per Kg all inclusive (as per Annexure 1).
 - 5. Warrantee-SOGO SYNERGY Representation and Warranties –

galore.

5.1 While performing all Services hereunder, we agrees to comply with all applicable permits, all central, state, and local laws, regulations and ordinances and all duly constituted authorities upon request of YOUR COMPANY,

5,2 We shall furnish copies thereof in advance. We hereby specifically agree and confirm that it is fully compliant to undertake this work from YOUR COMPANY in terms of waste (Management and Handling) Rules. 2016" and it possesses all the certificates

Krupanidhi College of Pharmacy Chikkabellandur, Carmelaram Post, Varthur Hobli, Bangalore - 560 035

- 5.3 We will be responsible for the statutory compliances including environmental compliances pertaining to the activities and Services mentioned above, "E-waste (Management and Handling) Rules, 2016" and YOUR COMPANY will not in any way be responsible for the same once the Waste Material is handed over by YOUR COMPANY.
- 5.4 We have obtained all necessary permits, licenses and other central, state or local authorizations required to perform the Services and upon request of YOUR COMPANY, we shall also furnish copies thereof to YOUR COMPANY
- 5.5 We shall keep and retain adequate books and records and other documentation consistent with and for the periods required by applicable regulatory requirements and guidelines pertaining to performance of the Services required by this Agreement. Said records, books and documentation relevant to the above-said purpose shall be available for inspection by YOUR COMPANY upon reasonable advance notice.
- **5.6** We shall not resell the Waste Material in the original form which has been collected from YOUR COMPANY except after totally destroying the Waste Material.
- 5.7 As an integral part of this Agreement, we hereby represents that they or any of their officials or representatives shall not give or promise to give any money or gift to any employee / official of YOUR COMPANY to influence its decisions regarding this Agreement, nor shall they exert or utilize any unlawful influence to solicit or secure this Agreement through a promise to pay a commission, percentage, brokerage or contingent fee.
- **5.8** We shall ensure that the Waste Material is transported safely and there is no leakage during transit.
- 5.9 We confirms and warrants that the Waste Material so collected by it under this Agreement shall not be misused by it directly or indirectly or dealt with in any other manner other than as expressly stated in this Agreement, and agrees to indemnify YOUR COMPANY in case such representation/warranties are breached.
- **5.10**We shall ensure that all government approvals, statutory compliances as per E Waste Rules as mentioned above and **QEHS** Quality, Environment, Health and Safety standards.
- **5.11**We shall also assist YOUR COMPANY in maintaining records, statutorily required to be maintained in terms of the above mentioned E-waste Rules, pertaining to e-waste collected from YOUR COMPANY.

6. BUSINESS CONTINUITY MANAGEMENT PLAN

- **6.1** SOGO SYNERGY shall ensure that at all times it has in place and is able to implement a business continuity and disaster recovery plan which will ensure the continued performance and operational resilience of the Services/ deliverables provided by us.
- **6.2** SOGO SYNERGY shall be open to the audit of its business continuity arrangements by YOUR COMPANY as and when required by YOUR COMPANY.

7. YOUR COMPANY Representations and warranties

7.1 YOUR COMPANY has free and unencumbered title to all Waste Material delivered to us pursuant to this Agreement.

Agreement. In the event Hazardous Wastes are identified upon receipt at or during subsequent processing, suchos abstances (as mentioned in Annexates) shall be

Krupanidhi dollege of Pharmacy Chikkabellandur, Carmelaram Post, Varthur Hobli, Bangalore - 560 035

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- **7.3 YOUR COMPANY** shall issue all proper despatch documents (invoices, gate pass, declarations, GST forms etc.), where applicable, and Form 6 as per the hazardous waste manifest for transportation along with the Waste Material authorisation and ownership Transfer letter for transport.
- 8. Period of Agreement This agreement shall be in force for 1 year from the date of execution hereof ("the effective date") unless and until terminated in a manner set forth in paragraph. This Agreement may however be terminated by YOUR COMPANY at any time during the term, without giving any advance notice to us, in case we fails to comply with its obligations under this Agreement.
- 9. **Termination of Agreement** Agreement may be terminated at any time by YOUR COMPANY or SOGO SYNERGY, delivering upon 30 days' written notice to the other party. In the event of such termination, the parties will be paid for services performed or amounts due for Waste Material processed up to the date of such termination and not thereafter.
- 10. **Modification** This Agreement may not be modified, waived, or extended unless mutually agreed to in writing, and it may not be terminated except as provided above. A waiver by either party of any terms and conditions of this Agreement in one or more instances will not constitute a permanent waiver of such terms and conditions unless so stated in writing
- 11. Resolution of Disputes: The parties shall endeavour to resolve any problem or divergence resulting from the interpretation or application of this Agreement in a spirit of co-operation and mutual understanding. In the event of any dispute or difference arising out of / relating to this Agreement between the parties, the same shall be settled by arbitration in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Any dispute subject to Bangalore Jurisdictions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

For and on Behalf of-

M/s Sogo Synergy Pvt Ltd

Authorized Signatory

M/s Krupanidhi Group of Institutions

Authorized Signatory

Krupanidhi College of Pharmacy Chikkabellandur, Carmelaram Post, Varthur Hobli, Bangalore - 560 035

Witnesses



DESTRUCTION CERTIFICATE

	DESTRICTION OF								
Reference-	Reference- SY/WEE/104/19-20 Date- 21/10/2019								
M/s Kruj	M/s Krupanidhi Group of Institutions, 12/1, Chikka Bellandur Carmelaram Post,								
V:	Varthur Hobli, Off Sarjapur Road, Bengaluru – 560 035.								
Dear Sir/s, This is to cell	rtify the receipt of E-waste Material for Destructions/Recycling a Phase 2, Doddaballapura Industrial Area, Bengaluru Rural Distric	at our Facility Centr	e, Plot SW 17B.						
SI.No.	ON RECEIPT OF E-WASTE MATERIAL: Details of E-waste	Qty in Kg/Qtl	Destruction Date						
1	ITEW – Desktop, Monitor, Printer, Projector, UPS, Lab Equipments, AC, Telephone, Assorted Cables, Electrical Fittings, Accessories etc.	1058.06 Kgs.	19/10/2019						
NAME OF	THE COMPANY KRUPANIDHI GROUP OF INST	TITUTIONS							
TOTAL LO	OT RECEIVED 1 LOT								
DATE OF	RECEIPT OF E-WASTE 23rd September 2019								
TOTAL W	FIGHT OF E-WASTE 1058.06 Kgs.								
DESTRO	YED QUANTITY OF E-WASTE 1058.06 Kgs.								
All the ma	ZATION No. OF RECYCLER: "PCB/WMC/2864/E-waste/2018- aterial has been Dismantled and Destroyed as per the CF 7B, Apparel Park Phase 2, Doddaballapura Industrial Area	PCB guidelines at	our Facility Centre,						
haing the	t il annual annual an arrangemental act.								
Thanking you, SOGO SYNERGY PVT. LTD. Authorized Signatory Authorized Signatory									
Data Secu Desktops/	rity: If you have not erased your data, be rest asserted that your da Systems will be disassembled and the hard drives will be crushed	to be used as raw r	material at a later stage.						

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Annexure - I

RATE CONTRACT-PAN INDIA							
Sl. No.	Item Description	GST Rate	Qty	Unit Price	GST% Total Price		
1	IT Items	5%	1	Rs. 15/ Kg /	CONTRACTOR OF THE PROPERTY OF		
2	Non IT Items (Lab Equipments)	5%	1	Rs. 6/ Kg	1 1/1/20	[5]	
3	Electrical Items	5%	1	Rs. 10/ Kg	0/86/01)	



ROCUMENT ATTESTED

B.M. CHAMDRASHEKAR
Advocate & Notary Public
5, B.D.A. Complex, Koremangala.
BENGALURU - 560 034
Mob. 9448104253

Krupanidhi College of Pharmacy Chikkabellandur, Carmelaram Post, Varthur Hobli, Bangalore - 560 035



INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-KA63469926842590R

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SUBIN-KAKACRSFL0851075685329714R

C L MEDIA PVT LTD

Article 37 Note or Memorandum

MOU

(Zero)

C L MEDIA PVT LTD

KRUPANIDHI EDUCATIONAL TRUST

G L MEDIA PVT LTD

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(One Hundred only). सत्यमव जयत





lease write or type below this line

RANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered on 29th Day of July 2019. Krupanidhi College

Chikkabellandur, C Varthur Hobli, Bar

Between

CL Media Ltd (hereinafter referred to as 'CLM'), a company incorporated under the Indian Companies Act, 1956 having its registered office at A-45, First Floor, Mohan Cooperative Industrial Area, Main Mathura Road, New Delhi – 110044 and is a 100% subsidiary of CL Educate Limited, and represented by its undersigned of the ONE PART;

Krupanidhi Educational Trust (hereinafter referred to as 'KET'), having its campus at 12/1, Chikka Bellandur, Hobli, Carmelaram P.O., Varthur, Bengaluru, Karnataka 560035 represented by undersigned of the EDUCA. OTHER PART;

STATUTORY AIBIT:

1. The authenticity of this Stamp Certificate should be verified at "www.shollestamp.com". Any discrepancy in the details on this available on the website renders II invalid.

2. The onus of checking the legitimacy is on the users of the certificate.

3. In case of any discrepancy please inform the Competent Authority.

Whereas, CLM and KET shall be hereinafter jointly referred to as the "Parties" and singularly as a "Party", the Parties has decided to agree to establish industry-academic collaboration in areas of mutual interest and in accordance with terms and conditions set forth in this Memorandum of Understanding (MOU). CLM and KET agree on following:

SCOPE OF WORK:

CLM will provide Consultancy, Solutions & Services for setting up and supporting the Krupanidhi Research Incubator Center [KRIC] in the different institutions under KET (Krupanidhi Group of Institutions offering MBA, PGDM & MCA [KGI], Krupanidhi Degree College [KDC], Krupanidhi College of Pharmacy [KCPH], Krupanidhi College of Physiotherapy [KCPY] and Krupanidhi College of Nursing [KCN]) under the Aegis of Accendere (Accendere Knowledge Management Services: A CL Educate group entity, focused on Research, hereinafter referred to as 'AKMS').

About AKMS:

Accendere Knowledge Management Services (AKMS) is focused on Research and help clients like Educational Institutes & Corporates to imbibe a culture of Research, Setup Process and create Research Papers and extend support in publishing it in relevant Journals.

The work would encompass variety of activities Viz. Enabling approximately 400-500 students (from PGDM, MBA, Nursing, Physiotherapy, Pharmacy & Degree programs) through the process of Research. The students would be grouped in Three's (3) with one Faculty from KET being tagged to 2 to 3 Groups of Students.

The Research Mentors along with Faculty of KGI, KDC, KCPH, KCPY and KCN will hand-hold and guide the students to pursue a Research idea and follow the process of Pesearch (Introductory & Exploratory Lectures, Literature Review, Topic Crystallization, Data Collation & Analysis / Research Assignments, Identification of relevant Conference or a Journal to present/outsish the paper, prepare the Research Paper, Communicate the paper and follow-through).

The entire process will be coordinated by Two (2) Full-Time Research Mentors from AKMS. The Research Mentors will be dedicated to KET and will be available in their campus as per their Academic Calendar, for executing the work. This Full-Time Research Mentors would be from the Management area. In addition to these two full-time mentors, Research mentors would be made available over Phone & Video to support the Faculty and Students in other specialized areas.

KET will ensure that a time-slot of 2 to 3 hours per week (During the working hours) is provided to these Students & Faculty Members to undertake the Research Incubation Program.

KET would also be provided Access to AKMS's proprietary "Research Incubator Software" with secured Login provided for all the Research Students and Faculty of KET. The software helps KET Management to keep track of the Progress of Research Incubator services provided by CLM and AKMS.

Each Party shall appoint one nodal officer to periodically review and identify ways to strengthen cooperation between them. AKMS shall setup an Accendere Innovation Center which shall be the cornerstone of the above activities on campus.

Basis discussions, other aspects of engagement shall include but not limited to the following:

- Student motivation and encouragement sessions.
- Listing of student and faculty Research projects in CL's WAIN platform.

CLAUSE OF CONFIDENTIALITY:

CLM maintains high levels of confidentiality and pledges not to disclose any client specific data, company information or any claram Possensitive information (Including research topics or patent models) that may otherwise prove definition of the company information of any claram Possensitive information (Including research topics or patent models) that may otherwise prove definition of the company information of any client Possensitive information (Including research topics or patent models) that may otherwise prove detrimental to the CLM.

EXIT CLAUSE:

The parties may choose to exit this agreement unilaterally by providing 3 (Three) month's notice to the other party or under mutual consideration. All payments due for services provided up to the period where the MoU is in force will have to be paid in full.

NON-COMPETITION CLAUSE:

Under the Non-Competition clause, any of the party cannot hire or take any kind of service from any of other party associated with the implementation of research incubator for a period of three years after the expiry of the validity of the contract of the expire of the contract of the

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INNOVATION COVENANTS:

- All papers presented/published shall carry KET or the respective Institutions of KET and AKMS as affiliations. Each Paper Presented / Published will carry an acknowledgement of the work done by AKMS in the footnote. Inclusion of AKMS Mentor as a Co-Author will be decided basis the authoriship metrics which will be mutually discussed and agreed upon
- 2. KET shall create a special fund for every department to help procure consumables, pay for usage of Equipments in other Institutions, Applying and Attending specific conferences, etc., for research, basis discussion with the Mentor from AKMS. This fund shall be controlled by the Management of KET.
- 3. All patents that come out of the Research Incubator Initiative (Significantly contributed as per the authorship metrics above) shall have AKMS as a co-owner. Any future revenue realization arising from the patent shall have 30% of the revenues going to AKMS. KET is free to decide on the split of any future revenue between the inventor(s) and KET by means of a contract between the inventor(s) and KET. KET may choose to be another co-owner of the patent.

Inventors(s) is(are) the individual(s) who has(have) worked towards creating the patent.

The owners of patents can do the following with their rights, basis mutual discussion and agreement between them.

- License the patent to one or more parties for royalties
- Sell the patent rights
- Sue a patent infringer
- Manufacture, offer for sale, sell or use a product covered by the patent without infringing the patent

FINANCIALS:

The Total Engagement period would be for Twenty-Four (24) Months and Ol M and AKMS will deploy Two (2) Full-line mentor at KET campus to execute this program. KET agrees to pay a total Professional fee of Rs. 32,00,000 (Rupses Thirt) Two Lakhs Only), excluding GST to CLM for the Twelve Months period of August 2019 to July 2020.

KET agrees to pay the same value of Professional fee (Rs. 32,00,000 - Rupees Thirty Two Lakhs Only), excluding GST to CLM for the Twelve Months Period of August 2020 to July 2021, to complete the Total Engagement period of Twenty Four (24) Months.

Professional fee for 2	
Years	64,00,000
GST @ 18%	11,52,000
Total Professional Fee including GST (Rs.)	75,52,000

Minimum Forty (49) Faculty members will also participate in the research incubation from KET.

KET and CLM may choose to extend this to other programs also under mutual consent. The same method may be used to calculate the fee payable for the next batch of students who will enter their second year as on June 2020.

The payment would be made in the form of Electronic Clearing Service (Favoring CLM) as follows:

S. No	Month	KGI	KDG	ксрн	KCPY	KCN			Payment By	
1	Aug-19	1,57,534	44.833	37,500	37,500	37,500		Advance	On or before 7th August 2019	
2	Sep-19	1,57,334	44,833	37,500	37,500	37,500	3,14,667			1
3	Oct-19	1,57,334	44,833	37,500	37,500	37,500	3,14,667]		11'
4	tlov-19	1,57,334	44,833	37,500	37,500	37,500	3,14,667]	1 [1/200
5	Dec-19	1,57,334	44,833	37,500	37,500	37,500	3,14,667		1	KON KIND
6	Jan-20	1,57,334	44,833	37,500	37,500	37,500	3,14,667]	1	1 XV
7	Feb-20	1,57,334	44,833	37,500	37,500	37,500	3,14,667]	l l	1 901
8	Mar-20	1,57,334	44,833	37,500	37,500	37,500	3,14,667		l l	RINCIPAL ni College of Pharm andur, Carmelaram bil, Bangalore - 56
9	Apr-20	1,57,334	44,833	37,500	37,500	37,500	3,14,667			CLICTOAL
10	May-20	1,57,334	44,833	37,500	37,500	37,500	3,14,667		P	RINCIPAL
11	Jun-20	1,57,334	44,833	37,500	37,500	37,500	3,14,667		L.	i callage of Pharm
12	Jul-20	1,57,334	44,833	37,500	37,500	37,500	3,14,667	Monthly	On or before Willed Every Montal	Il Collede 6.
13	Aug-20	1,57,334	44.833	37,500	37,500	37,500	3,14,667	Paymants	through FCS	Carmelaram
14	Sep-20	1,57,334	44,833	37,500	37,500	37,500	3,14,687	1 11	Chikkabella	anduly comment
15	Oct-20	1,57,334	44.833	37,500	37,500	37,500	3,14,687		Ciliana	pangalore - 50
16	Nov-20	1,57,334	44,833	37,500	37,500	37,500	3,14,667		Varthur HO	Oll, beinger
17	Dec-20	1,57,334	44,833	37,500	37,500	37,500	3,14,667		AGIFILM	
18	Jan-21	1,57,334	44,833	37,500	37,500	37,500	3,14,667			
19	Feb-21	1,57,334	44,833	37,500	37,500	37,500	3,14,007			
20	Mar-21	1,57,334	44,833	37,500	37,500	37,500	3,14,667	1		
21	Apr-21	1,57,334	44,833	37,500	37,500	37,500	3,14,667		l do	/ EDU
22	May-21	1,57,334	44,833	37,500	37,500	37,500	3,14,667		(0)	I EDUCA
23	Jun-21	1,57,334	44,832	37,500	37,500	37,500	3,14,666		// <u>≥</u> // ₀	1511
24	Jul-21	1,57,330	44,830	37,500	37,500	37,500	3,14,660		NA RA	WG. 1911
200	orana ana	37,76,012	10,75,988	9,00,000	9,00,000	9,00,000	75,52,000		5	Wekore E
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The scope of activities agreed upon, would start only after the respective payments are received by CLM as per the above schedule.

In addition to the Professional fee, KET agrees to pay a success fee basis the Research success matrix as defined below over [20] to the Professional fee, KET agrees to pay a success fee basis the Research success matrix as defined below over [20] to the Professional fee, KET agrees to pay a success fee basis the Research success matrix as defined below over [20] to the Professional fee, KET agrees to pay a success fee basis the Research success matrix as defined below over [20] to the Professional fee, KET agrees to pay a success fee basis the Research success matrix as defined below over [20] to the Professional fee, KET agrees to pay a success fee basis the Research success matrix as defined below over [20] to the Professional fee, KET agrees to pay a success fee basis the Research success matrix as defined below over [20] to the Professional fee, KET agrees to pay a success fee basis the Research success matrix as defined below over [20] to the Professional fee, and the Professional fee,

Type of Papers	No. of Research Papers	Success Fee per Paper (Rs.)	Remarks
IEEE, Scopus, Web-of-Science, Web-of-Social- Science, ABDC Journals, Case Studies, PubMed, SCL SCIo, etc.,	<50	Rs.0.00	Success Fee will be ZERO, if the number of Papers is less than 50.
	50+	Rs.3.000.00	If the number of Research Papers is 85, Success Fee would be calculated as Rs.3000 x 85 = Rs.2,55,000
	100+	Rs.4,000.00	If the number of Research Papers is 135, Success Fee would be calculated as Rs.4000 x 135 = Rs.5,40,000
	150+		If the number of Research Papers is 175, Success Fee would it a calculated as Rs.5000 x 175 = Rs.8,75,000

The Invoice for success fee would be raised at the end of 24 months basis the actual number of Research papers Communicated till then, in each Type of Research Paper mentioned above.

This shall be payable on a regular basis within Fourteen (14) days of invoices being submitted by CLM with relevant supporting documents.

AKMS shall also deserve a 20% success fee of total grant amount for all successful extramural research funding obtained through projects in which AKMS has significantly contributed to design, development and successful grant of research funding from government, non-government and industrial sources.

INDEMNIFICATION

- Both the parties agree to indemnify each other with respect to any claims, loss or damage, unless such claims, loss or damage result from the negligence or acts of any of the party or its employees.
- Each party agrees to assist the other party in taking appropriate action and further agrees to commence such action if legal necessity so requires.

EFFECTIVE DATE:

This MOU will take effect from the date it is signed by representatives of the Parties.

This MOU outlines the Scope of Services and the Professional Fee and Success Fee payable for a period of 24 months for the 400-500 Students who would be in their Second year as on July 2019 in the mentioned programs.

The Scope of Services for next batch of students who will be entering their second year as on July 2020 in the mentioned Programs shall be discussed and finalized separately.

The MOU would provide for all the activities as agreed upon between CLM and KET to be executed in totality, in the eventuality of MOU expiring before the completion of Activities.

Extensions may become effective upon final signature of the appropriate parties.

GOVERNING LAW AND DISPUTE RESOLUTION:

Any Dispute connected with formation, performance, interpretation, nullification, termination, or invalidation of this Agreement or ansing therefrom or related thereto in any manner whatsoever shall be resolved by mutual discussion or conciliation between the Parties.

If the Dispute is not settled between the Parties within 90 days' time, it shall be referred to a sole arbitrator to be jointly appointed by the Parties. In case the Parties do not agree on appointment of a sole arbitrator, then the matter will be referred to a panel of three arbitrators, constituted by one arbitrator each to be appointed by both the Parties and the third arbitrator to be appointed by the two duly appointed arbitrators. The arbitration will be conducted in accordance with the provision set forth in the Indian Arbitration and Conciliation Act, 1996 (the "Act").

The place for holding such arbitration proceedings shall be New Delhi or Bengaluru. Arbitration shall be conducted in English language. The decision of the Arbitrator shall be final and binding upon both the parties.

The parties agree that only the Courts in New Delhi or Bengaluru in the Republic of India shall have jurisdiction to entertain proceedings related to this Agreement whether during pendency or after expiry/termination. No other court shall the proceedings related to the Agreement whether during pendency or after expiry/termination.

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PRINCIPAL

Krupanidhi College of Pharmacy Chikkabellandur, Carmelaram Post,

Varthur Hobli, Bangalore - 560 035

SIGNED IN DUPLICATE:

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal mutual validity.

for Krupanidhi Educational Trust

Dr. Sam Paulo Director

for CL Media Pvt. Ltd.,

Mr. Nikhil Mahajan

Executive Director and Group CEO

PRINCIPAL Pharmacy
PRINCIPAL Pharmacy
Rrupanidhi College of Pharmacy
Chikkabellandur, Carmelaram Post,
Chikkabellandur, Bangakore - 360 035
Varthur Hobil,

Memorandum of Understanding (MOU)

Between

Qiqihar Medical University, China,

and

Krupanidhi College of Pharmacy, India

- Party A: Qiqihar Medical University, 333, Bukui Street, JianHua District, Qiqihar City, Heilongjiang Province, 161006, P.R. China
- Party B: Krupanidhi College of Pharmacy, 12/1, Chikka Bellandur, Carmelaram Post Varthur Hobli, Off Sarjapur Road, Bangalore, 560035, India.

In order to strengthen cooperation and the advancement of education, medicine and academic exchanges, promote and develop the cooperative program on science research, faculties and students, based on the principle of equality and mutual benefit, Qiqihar Medical University ("QMU") and the Krupanidhi College of Pharmacy ("KCP") enter into this memorandum of understanding ("MOU") as follows:

Collaborative program content:

- 1. Student and faculty exchange programs
- 2. Exchange education program for undergraduate medical specialties
- 3. Studying Masters and PhD program
- 4. Health Science program
- 5. Conducting combined and exchange research projects and essay publication

6. Medical collaborative program

PRINCIPAL
Krupanidhi College of Pharmacy
Chikkabeliandur, Carmelaram Post,
Varthur Hobli, Bangalore - 560 035

Collaborative conditions:

- 1. Memorandum of understanding (MOU) for bi-lateral acceptance of eligibility qualifications for the candidates in exchange program, fellowship program, short term workshop training program etc.
- 2. Two parties should supply for the exchange personnel invitation letters and other relevant documents.
- 3. The responsible personnel of two parties carry out the periodic discussion and supervision of the cooperation program.
- 4. The evaluation reports for each candidate in his or her university will be submitted.
- 5. Tuition fees, practical training fee, hostel fee, food expenses and associated expenses to be informed in advance.
 - 6. English should be the medium of teaching and training program.

Financial obligations:

- 1. Travel expenses, accommodation, tuition or training fees, examination fees will be borne by the candidate.
- 2. Funding plan and university sponsorships are supposed to be informed in advance.

Conclusion:

1. This memorandum of understanding is written in English and Chinese, and both language versions shall be equally effective. The parties acknowledge that they have reviewed both language versions and that they are in all material respects substantially the same.

2. This memorandum of understanding may be extended or varied by mutual agreement of the parties.

PRINCIPAL
Krupanidhi College of Pharmacy
Chikkabellandur, Carmelaram Post,
Varthur Hobli, Bangalore - 560 035

SIGNED for and on behalf of SIGNED for QIQIHAR MEDICAL UNIVERSITY, KRUPANIDHI P.R. CHINA by: PHARMACY,

SIGNED for and on behalf of KRUPANIDHI COLLEGE OF PHARMACY, INDIA by:

Professor Jicheng Liu President

on 25th May, 2016.

Contact Person: Mr. Xin Dan Tel/Fax: +86-452-2663399

Email: xindan@qmu.edu.cn

AMUPANTA EDITATIONAL TRUST

Prof. Dr. Suresh Nagpal Chairman CHAIRMAN

on 25th May, 2016.

Contact Person: Dr. Sam Paul Isaac

Tel/Fax: +91 9844030686

Email: director@krupanidhi.edu.in

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Krupanidhi College of Pharmacy Chikkabellandur, Carmelaram Post, Varthur Hobli, Bangalore - 560 035

KRUPANIDHI COLLEGE OF PHARMACY

Name of the Activity

Qiqihar Medical University Students and Faculty visit

to Krupanidhi Campus

Participation Institution

Qiqihar Medical University, China

Date of Visit

26.11.2019



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Krupanidhi College of Pharmacy
Chikkabellandur, Carmelaram Post,
Varthur Hobli, Bangalore - 560 035

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಳೆ Document Sheet

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Registration and Stamps Department

ಚಲೆ: ರೂ. 2/-

ದಸ್ತಾವೇಜನ್ನು ಜರೆದುಕೊಟ್ಟ ದಿನಾಂಕ Date of execution ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು This sheet can be used for any document

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Memorandum of Understanding

KRUPANIDHI COLLEGE OF PHARMACY

And

GREEN CHEM (100% EOU)

This Memorandum of Understanding (hereafter referred to as the "Memorandum") is developed in view of mutual co-operation of pharmaceutical services between Krupanidhi College of Pharmacy and Green Chem (100% EOU) to strengthen the industry-institutional relationship.

KRUPANIDHI COLLEGE OF PHARMACY hereafter referred as KCP. It is located at 12/1, Chikkabellandur, Carmelaram Post, Varthur Hobli. Bangalore-560 035, India. KCP is represented by its Chairman and Founder, Prof. Suresh Nagpal.

GREEN CHEM (100% EOU) hereafter referred as GC. Its head office is located at 5-BDA. 2nd Stage, 3rd Phase, Domlur, Bangalore-560071, India. GC is represented by its CEO and founder, Mr. Rajendran R.

WHEREAS KCP is an institution, which offers the education in the field of pharmaceutical sciences.

WHEREAS GC is a company, which manufactures and promotes herbal ingredients and herbal formulations. It has world class manufacturing, research and quality control facilities to provide high quality services in herbal sciences;

NOW THEREFORE, KCP and GC hereby declare as follows:

Objectives:

- 1. KCP and GC agree to cooperate, support and consult one another on the matters of mutual interest to achieve the following objectives:
- (a) Industrial training of undergraduate and graduate pharmacy students
- (b) Carryout preclinical research using herbal products
- (c) Support and learn advanced knowledge attributed to herbal sciences

CHAIRMAN

PRINCIPAL
Krupanidhi College of Pharmaci
Chikkabellandur, Carmelaram Polyarthur Hobit, Bangalore - 560 (

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(d) Support for reasonable number of master of pharmacy projects

Each undertaking must be agreed and approved by both parties.

2. KCP and GC agree to work together in good faith towards the aforementioned objectives using the human resources and facilities available with KCP and GC.

Exchange of Information and Documents:

The addresses for service of notices and exchange of documents under the present Memorandum shall be:

Krupanidhi College of Pharmacy: 12/1, Chikkabellandur, Carmelaram Post, Varthur Hobli, Bangalore-560 035.

GREEN CHEM (100% EOU): 5-BDA, 2nd Stage, 3rd Phase, Domlur, Bangalore-560071.

Final Provisions:

- 1. This Memorandum will take effect upon its signature by the authorized representatives of the KCP and GC.
- 2. This Memorandum is concluded for an initial period of 3 years as of the date of signature by the KCP and GC and it may be renewed by mutual interest of KCP and GC in future.
- 3. This Memorandum may only be changed, modified, amended or supplemented by written agreement from KCP and GC.
- 4. KCP will indemnify GC and hold GC harmless from any direct and indirect damages (including any cost, reasonable counsel fees, expenses and liabilities) incurred or suffered, in connection with any legal issues arising out of the action of students from KCP while carrying out their industrial training and research at GC and afterward.
- 5. KCP agrees to identify, screen and shortlist ideal candidates, and recommend students that are in the top 20% category of all graduating students for the specific year. GC may request KCP for academic certification and credentials of any student it recommends for an engagement with GC. KCP will assume the responsibility for its students' general and ethical behavior in the professional world, in accordance with the same standards that GC upholds its own employees to.
- 6. It can be decided on mutual consent of KCP and GC that if any candidate from KCP is found hardworking, sincere and worthy in the premises of GC, either a stipend or potential for employment can be considered by GC as a motivation and encouragement for budding pharmacy students to pursue their career in herbal area.
- 7. The working members of KCP and GC during exchange programme must abide by the laws of KCP and GC.

8. KCP will assume responsibility for the confidentiality of any data that GC shares with recommended students of KCP. KCP shall accordingly counsel its student prior to recommending them for engagements at GGr Krupanidhi Educational 1500.

RRINCIPAL CHAIRMAN Krupanidhi College of Pharmacy Chikkabellandur, Carmelaram Post, Varthur Hobli, Bangalore - 560 035 For the Krupanidhi College of Pharmacy:

For the Green Chem (100%EOU):

For Krupanidhi Educational Trus.

Prof. Suresh Nagpal

Chairman and Founder, Krupanidhi Group of Institutions

Place: Bangalore

Date:

Mr. Rajendran R CEO & Founder

Place: Bangalore

Date:

College of College of

PRINCIPAL
Krupanidhi College of Pharmacy
Chikkabellandur, Carmelaram Post,
Chikkabellandur, Bangalore - 560 035
Varthur Hobli, Bangalore



OFFICE: 'Lakshmi', 5 BDA, 2nd Stage, 3rd Phase, Domlur, Bangalore - 560 071, INDIA. Ph: +91 80 25359569 / +91 80 41483857 Fax: +91 80 25354850 FACTORY: Plot No. 24D2E4, Attibele Indl. Area, Anekal Taluk, Bangalore - 562 107, INDIA. Ph: +91 80 27820094

INDUSTRIAL TRAINING CERTIFICATE

This is to certify that Mr. Yusuf. M.B Student of Krupanidhi College of Pharmacy has successfully undergone about 150 Hours of On Job Industrial training in our company, in various departments like Research & Development, Quality control, Quality assurance and Production, from 14.10.2016 to 03.11.2016.

During the training he demonstrated good analytical skills with a self motivated attitude to learn the industrial activity.

His performance has exceeded expectations and he was able to complete the training successfully on time.

We wish him all the best for his future endeavors.

Yours sincerely,

Rajendran R
Proprietor- Green Chem

07.11.2016



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Krupanidhi College of Pharmacy
Chikkabellandur, Carmelaram Post,
Varthur Hobli, Bangalore - 560 035







100% EOU









Office: 2030. Unit 1A. 1st Cross Road, HAL 2nd Stage, Kodihalli, Bangalore - 560008, India. Ph; +91 80 25269569 / +91 80 41483857 Fax; +91 80 25264850 Factory: Plot No. 24D2E4, Attibele Indi. Area, Angkal Taluk, Bangalore - 582107, India. Ph; +91 80 27820094

INDUSTRIAL TRAINING CERTIFICATE

This is to certify that Mr. Muhammed Ashif K student of Krupanidhi College of Pharmacy has successfully undergone about 150 Hours of On Job Industrial training in our company, in various departments like Research & Development, Quality control, Quality assurance and Production, from 10.09.2019 to 01.10.2019.

During the training he demonstrated good analytical skills with a self-motivated attitude to learn the industrial activity.

His performance has exceeded expectations and he was able to complete the training successfully on time.

We wish him all the best for his future endeavors.

Yours sincerely,

Rajendran R

Proprietor-Green Chem



09.10.2019



PRINCIPAL²⁰ Chikkabellandur, Carmelaram Post, Varthur Hobil, Bangalore - 360 035



















Office 2030 Umit 1A, 1st Cross Road HAL 2nd Stage, Kodinalli, Bangalore 560008, India Ph. +91.80.25269569 +91.80.41483657 Fax +91.80.25264850 Factory, Plot No. 24D2E4, Attibele Indi. Area, Anekal Taluk, Bangalore - 562107, India Ph. +91.80.27820094

INDUSTRIAL TRAINING CERTIFICATE

This is to certify that **Mr. Muhammed Sufail** student of Krupanidhi College of Pharmacy has successfully undergone about 150 Hours of On Job Industrial training in our company, in various departments like Research & Development, Quality control, Quality assurance and Production, from 10.09.2019 to 01.10.2019.

During the training he demonstrated good analytical skills with a self-motivated attitude to learn the industrial activity.

His performance has exceeded expectations and he was able to complete the training successfully on time.

We wish him all the best for his future endeavors.

Yours sincerely,

Proprietor- Green Chem

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09.10.2019



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Krupanidhi College of Pharmacy
Chikkabellandur, Carmelaram Post,
Varthur Hobli, Bangalore - 560 035



















Office 3030 Unit 1A, 1st Cross Road HAL 2nd Stage Roddrali, Bengalora, 560008 India Ph. 491.80.25265669 + 91.50.41482857 Fax + 91.80.25265655 Fastory Plot No. 240/254 Attitude indi. Area, Anexal Takak, Bangalora, 562107 India, Ph. 491.90.27826669

INDUSTRIAL TRAINING CERTIFICATE

This is to certify that Mr. Sachin Dey student of Krupanidhi College of Pharmacy has successfully undergone about 150 Hours of On Job Industrial training in our company, in various departments like Research & Development, Quality control, Quality assurance and Production, from 10.09.2019 to 01.10.2019.

During the training he demonstrated good analytical skills with a self-motivated attitude to learn the industrial activity.

His performance has exceeded expectations and he was able to complete the training successfully on time.

We wish him all the best for his future endeavors.

Yours sincerely.

Rajendran.R Proprietor- Green Chem CHEN CHA

09,10,2019



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Office: 2030, Unit 1A, 1st Cross Road, HAL 2nd Stage, Kodihalli, Bangalore - 560008, India, Ph. +91 80 25269569 / +91 80 41483857 Fax: +91 80 25264850 Factory: Plot No. 2402E4, Attibele Indl. Area, Anekal Taluk, Bangalore - 562107, India, Ph. +91 80 27820094

INDUSTRIAL TRAINING CERTIFICATE

This is to certify that **Ms. Divya MG**, student of Krupanidhi College of Pharmacy has successfully undergone about 150 Hours of On Job Industrial training in our company, in various departments like Research & Development, Quality control. Quality assurance and Production, from 27.12.2019 to 20.1.2020.

During the training she demonstrated good analytical skills with a self-motivated attitude to learn the industrial activity.

Her performance has exceeded expectations and she was able to complete the training successfully on time.

We wish her all the best for her future endeavors.

Yours sincerely.

Proprietor- Green Chem

23.01.2020























Office: 2030, Unit 1A, 1st Cross Road, HAL 2nd Stage, Kodihalii, Bangalore - 560008, India. Ph: +91 80 25269569 / +91 80 41483857 Fax: +91 80 25264850 Factory: Plot No. 24D2E4, Attibele Indl. Area, Anekal Taluk, Bangalore - 562107, India. Ph: +91 80 27820094

INDUSTRIAL TRAINING CERTIFICATE

This is to certify that Ms. Aishwarya S.K, student of Krupanidhi College of Pharmacy has successfully undergone about 150 Hours of On Job Industrial training in our company, in various departments like Research & Development, Quality control, Quality assurance and Production, from 27.12.2019 to 20.1.2020.

During the training she demonstrated good analytical skills with a self-motivated attitude to learn the industrial activity.

Her performance has exceeded expectations and she was able to complete the training successfully on time.

We wish her all the best for her future endeavors.

Yours sincerely,

Proprie or- Green Chem

23.01.2020























Office: 2030, Unit 1A, 1st Cross Road, HAL 2nd Stage, Kodinalli, Bangalore - 560008, India. Ph. +91 80 25269569 / +91 80 41483857 Fax: +91 80 25264850 Factory: Plot No. 24D2E4, Attibele Indi. Area, Anekal Taluk, Bangalore - 562107, India. Ph. +91 80 27820094

INDUSTRIAL TRAINING CERTIFICATE

This is to certify that Ms. Tejaswini R, student of Krupanidhi College of Pharmacy has successfully undergone about 150 Hours of On Job Industrial training in our company, in various departments like Research & Development, Quality control, Quality assurance and Production, from 27.12.2019 to 20.1.2020.

During the training she demonstrated good analytical skills with a self-motivated attitude to learn the industrial activity.

Her performance has exceeded expectations and she was able to complete the training successfully on time.

We wish her all the best for her future endeavors.

Yours sincerely,

Rajendran.R Proprietor- Green Chem

23.01.2020



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Chikkabellandur, Carmelaram Post,

Chikkabellandur, Baccalore - 560 035



















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INDUSTRIAL FRAINING CERTIFICATE

This is to certify that Mr. Rahim Hagwan, student of Krupanidhi College of Pharmacy has successfully undergone about 150 Hours of On Job Industrial training in our company, in various departments like Research & Development, Quality control, Quality assurance and Production, from 27.12.2019 to 20.1.2020.

During the training he demonstrated good analytical skills with a self-motivated attitude to learn the industrial activity.

His performance has exceeded expectations and he was able to complete the training successfully on time.

We wish him all the best for his future endeavors.

Yours sincerely.

Ratendrald Proprietor- Green Chem 23,01,2020



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Krupanidhi College of Pharmacy
Chikkabellandur, Carmelaram Post,
Varthur Hobli, Bangalore - 560 035

















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2030 Unit 1A, 1st Cross Road, HAL 2nd Stage, Kodihalli, Bangalore - 560008, India. Ph. +91.80 25289569 / +91.80 41483857 Fax: +91.80 25284850 Factory Plot No. 24D2E4, Attibele Indi. Area, Anekal Taluk, Bangalore - 562107, India. Ph. +91.80 27820094

INDUSTRIAL TRAINING CERTIFICATE

This is to certify that Mr. Rahim Bagwan, student of Krupanidhi College of Pharmacy has successfully undergone about 150 Hours of On Job Industrial training in our company, in various departments like Research & Development, Ouality control, Quality assurance and Production, from 27.12.2019 to 20.1.2020.

During the training he demonstrated good analytical skills with a self-motivated attitude to learn the industrial activity.

His performance has exceeded expectations and he was able to complete the training successfully on time.

We wish him all the best for his future endeavors.

Yours sincerely,

Rajendrah, R Proprietor- Green Chem 23.01,2020

Krupanidhi Colic je of Pharmacy Chikkabellandur, Carmelaram Post,

Varthur Hobli, Bangalore - 560 035

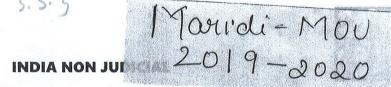
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Krupanidhi College of Pharmacy
Chikkabellandur, Carmelaram Post,
Varthur Hobli, Bangalore - 560 035

CONTROLLINION

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Government of Karnataka

Certificate No.

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AGREEMENT

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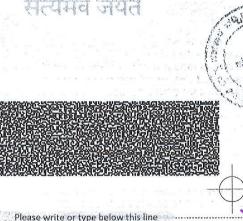
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MARIDI ECO INDUSTRIES PVT LTD

: KRUPANIDHI COLLEGE OF PHARMACY

: MARIDI ECO INDUSTRIES PVT LTD

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MEMORANDUM OF UNDERSTANDING Reg.No: 2967

M/s. Maridi Eco Industries Pvt Ltd., having its registered office at No.11.Banjara Road No.1A/4,8-2-618/2/2,R.K.Residency .5, 2nd Floor, Hyderabad-500034, and having branch office at No C.M.Plaza, No.71, 8th Cross, 1st Main, S.R.nagar, Bangalore-560027, hereinafter referred to as, M/s. Maridi Eco Industries Pvt Ltd. represented by its Authorized Signatory and M/s KRUPANIDHI COLLEGE OF PHARMACY - VARTHUR its College at Chikkabellandur Village, Carmalara Post, Varthur Hobli, Bengaluru - 560035. Mob:

9900088457. Ph: 080 - 65973260. Here in after referred to as M/s. **KRUPANIDHI COLLEGE OF PHARMACY is** hereby agreed and come to the Memorandum of Understanding on this 28th Day of August month year 2019 as detailed below:

- a. M/s Maridi Eco Industries Pvt Ltd. with consent from Karnataka State Pollution Control Board is having a common treatment facility for Managing Bio-Medical Waste in Ramanagaram district at 36th Mile Stone, Kanakapura Road. The facility is having a state of art Auto clave system along with the shredder and Incinerator.
- b. M/s **KRUPANIDHI COLLEGE OF PHARMACY having gives** its biomedical waste properly packed in color-coded bags as per pollution control Board regulations for treatment and final disposal to M/s. Maridi Eco Industries Pvt Ltd. The waste should be given at one single point by the M/s. **KRUPANIDHI COLLEGE OF PHARMACY at** given time of M/s. Maridi Eco Industries Pvt Ltd. Vehicle.
- c. M/s Maridi Eco Industries Pvt Ltd. will charge a price of Rs.3300/Per Month (Rupees Three Thousand and Three Hundred only);
 (Excluding Poly bags) transportation, treatment and final disposal of
 biomedical waste. This Price will be fixed for a period of one (1) year
 from date of this agreement and thereafter there will be 12% (Twelve
 Percent) escalations in the price for every one-year on existing rate.
- d. M/s **KRUPANIDHI COLLEGE OF PHARMACY** will not enter into any agreement with any other party or organization for the waste treatment and disposal unless cancel of this agreement.
- e. M/s **KRUPANIDHI COLLEGE OF PHARMACY is** assuring that payment should be made through Account Payee cheque In favour of M/s. Maridi Eco Industries Pvt Ltd. on or before 5th of every month.
- f. M/s. Maridi Eco Industries Pvt Ltd. is not responsible for any cash payments and also we will collect cheque bounce charges.
- g. In case of non-receipt of payment on the agreed date from M/s. **KRUPANIDHI COLLEGE OF PHARMACY M**/s. Maridi Eco Industries Pvt Ltd., will stop the collection of waste immediately with intimation to Karnataka State Pollution Control Board. The delayed payments will be collected with an interest of 18% per annum.

h. M/s. Maridi Eco Industries Pvt Ltd. will collect bio medical Waste regularly as per Mentioned in Registration Form (Except Sunday) and treat the waste as per the regulations. M/s. Maridi Eco Industries Pvt Ltd. will not collect any General waste that is not segregated or not properly packed M/s. Maridi Eco Industries Pvt Ltd. will not collect general carbage.

Krupanidhi Cyllege of Pharmacy Chikkabellandur Carmelaram Poss, Varthur Hobir Bangalore - \$50.035

- i. M/s. Maridi Eco Industries Pvt Ltd. will issue a proof of waste collection from M/s. KRUPANIDHI COLLEGE OF PHARMACY as per your declarations in the application form. This will help the individual Clinic for getting compliance with the State Pollution Board. individual Clinic/Nursing home can take their Authorization from the pollution control board by informing the board that M/s Maridi Eco Industries Pvt Ltd. treats their waste (The same has to be mentioned in the Authorization Form.
- j. In case KRUPANIDHI COLLEGE OF PHARMACY find any irregularities in collection of waste, they can send a notice in writing to M/s. Maridi Eco Industries Pvt Ltd. for immediate action.
- k. M/s Maridi Eco Industries Pvt Ltd. will maintain their plant in good running condition all the time and ensure continuity of service as per agreement with your KRUPANIDHI COLLEGE OF PHARMACY.
- 1. This Memorandum of understanding is entered into on the express understanding that M/s Maridi Eco Industries Pvt Ltd. will maintain and run the facilities and collect transport and treat the waste at their plant strictly in accordance with the consent of the Karnataka State Pollution Control Board and it shall be the responsibility to obtain the consent and keep the same always current.
- m. In case of violation of any of the agreed condition of the MOU by either Issue of notice may terminate this MOU three months in advance by either party for terminating their respective obligations.
- n. All disputes to this understanding are subject to the Jurisdiction of the court in Bangalore only.
- o. MOU Renewal Charges of Rs.200 Extra for next Year.
- p. This Agreement is effective from 01.08.2019 to 31.07.2020

For M/s. Maridi Eco Industries Pvt Ltd for M/s KRUPANIDHI COLLEGE OF PHARMACY

Authoria

authorized Signatory

Krupanidhi College of Pharmacy Chikkabellandur, Carmelaram Post, Varthur Hobli, Bangalore - 560 035



Ph: 080 - 41512958 / 22103270

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Chikkabellandur, Carmelaram Post, Varthur Hobli, Bangalore - 560 035



Pharmacy-2967



MARIDI Eco Industries Pvt. Ltd

5, IInd Floor, CM Plaza, No. 71, 8th Cross 1st Main, S.R. Nagar Bangalore Karnataka 560027

22103270/ 41512958 maridi.mbd@gmail.com



2967



MARIDI Eco Industries Pvt. Ltd

5, IInd Floor, CM Plaza, No. 71, 8th Cross 1st Main, S.R. Nagar Bangalore Karnataka 560027

22103270/ 41512958 maridi.mbd@gmail.com

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22103270/ 41512958 maridi.mbd@gmail.com

5, Ilnd Floor, CM Plaza, No. 71, 8th Cross 1st Main, S.R. Nagar Bangalore Karnataka 560027

MARIDI Eco Industries Pvt. Ltd



Krupanidhi College Of Pharmacy-2967

5, Ilnd Floor, CM Plaza, No. 71, 8th Cross 1st Main, S.R.

Nagar Bangalore Karnataka 560027

maridi.mbd@gmail.com

22103270/41512958

Krupanidhi College Of Pharmacy-2967







To

CERTIFICATE OF TREATMENT

M/s KRUPANIDHI COLLEGE OF PHARMACY VARTHUR Bangalore

Dear Sir/ Madam,

This is informing you that, we have collected following quantity of Bio-Medical Waste from your center and the same has been treated and disposed as per K.S.P.C.B. guidelines.

Average Waste collected from your center JANUARY.20 TO DECEMBER.20

Sl.No.	Months	Yellow (In Kgs.)	Red (In Kgs.)	White / PPC (In Kgs.)
1	JANUARY'20	3	0	0
2	FEBRUARY'20	2	1	0
3	MARCH'20	6	4	0
4	APRIL'20	0	0	0
5	MAY'20	1	0	0
6	JUNE'20	5	1	0
7	JULY'20	2	0	0
8	AUGUST'20	1	0	0
9	SEPTEMBER'20	3	0	0
10	OCTOBER'20	5	0	0
11	NOVEMBER'20	6	1	0
12	DECEMBER'20	5	1	0



This is for your kind information Thanking You,

Yours truly,

For Maridi Bio Industries Pvt Ltd

RINCIPAL
Krupanidhi College of Pharmacy
Chikkabellandur, Carmelaram Post,
Varthur Hobli, Bangalore - 560 035

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Authorized Signatory,

Regional Office:

No.8, "SUGUNA ARCADE " 4th Floor, 1st Main, 8th Cross, S.R. Nagar, Bangalore - 560 027,

Ph.: +91-80-4151 2958, .080-2210 3270

Email

maridibmw@gmail.com, Website: www.maridibmw.com

Plant

Syno. 1/37 & 1/38, 35th Mile Stone, Gabbadi Kaval, Kanakpura Road, Ramanagar Dist.



To

CERTIFICATE OF TREATMENT

M/s KRUPANIDHI COLLEGE OF PHARMACY VARTHUR Bangalore

Dear Sir/ Madam,

This is informing you that, we have collected following quantity of Bio-Medical Waste from your center and the same has been treated and disposed as per K.S.P.C.B. guidelines.

Average Waste collected from your center JANUARY.19 TO DECEMBER.19

Sl.No.	Months	Yellow (In Kgs.)	Red (In Kgs.)	White / PPC (In Kgs.)
1	JANUARY'19	1	1	0
2	FEBRUARY'19	2	0	0
3	MARCH'19	4	1	0
4	APRIL'19	5	0	0
5	MAY'19	8	0	0
6	JUNE'19	3	0	0
7	JULY'19	4	0	0
8	AUGUST'19	8	1	0
9	SEPTEMBER'19	2	0	0
10	OCTOBER'19	3	1	0
11	NOVEMBER'19	5	0	0
12	DECEMBER'19	3	0	0



This is for your kind information Thanking You,

Yours truly,

For Maridi Bio Industries Pvt Ltd

PRINCIPAL

Krupanidhi College of Pharmacy
Chikkabellandur, Carmelaram Post,
Varthur Hobli, Bangalore - 560 035



Authorized Signatory,

Regional Office :

No.8, "SUGUNA ARCADE " 4th Floor, 1st Main, 8th Cross, S.R. Nagar, Bangalore - 560 027,

Ph.: +91-80-4151 2958, .080-2210 3270

Email

maridibmw@gmail.com, Website: www.maridibmw.com

Plant

Syno, 1/37 & 1/38, 35th Mile Stone, Gabbadi Kaval, Kanakpura Road, Ramanagar Dist.



MALLIGE COLLEGE OF PHARMACY

71, SILVEPURA, CHIKKABANAVARA POST, BANGALORE: 560 090.

(Recognized by AICTE, PCI, New Dehli, RGUHS Bangalore)

Web : www.mallige.ac.in, E-mail: mcpbangalore@ymail.com, Phone 080-28446702,

17-18

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

MALLIGE COLLEGE OF PHARMACY, BENGALURU

71, Sivepura, Chikkabanavara, Bengaluru-560088

&

KRUPANIDHI COLLEGE OF PHARMACY,

#12/1, Chikkabellandur, Carmelaram post, Varthur Hobli, Bangalore -560035

MoU for a period of three year starting from August 2017 to July 2020

This memorandum of understanding (the 'MoU') is made and entered into this day of August 2017 between:

- 1. Mallige College of Pharmacy, Bengaluru
- 2. **Krupanidhi College of Pharmacy**, #12/1, Chikkabellandur, Carmelaram Post, Varthur Hobli, Bangalore 560035

Whereas Mallige College of Pharmacy, Bengaluru is an academic institution offering various courses in Pharmacy i.e., D. Pharm, B.Pharm, M.Pharm, Pharm D & Ph D courses.

Whereas Krupanidhi College of Pharmacy, Bangalore is an academic institution offering various courses in Pharmacy. i.e., D. Pharm, B.Pharm, M.Pharm &, Pharm D, Pharm D (Post Baccalaureate) Ph.D (Pharmacy) courses.

This MoU is for providing the training of students & faculty of Mallige College of Pharmacy, arranging invited guest lectures for a period of 03 years from the date of signing and it may be renewed on mutual consent & agreement.

Now therefore both the parties agree to follow terms and conditions regarding the extension of knowledge to Mallige College of Pharmacy, Bengaluru for Pharm D, B. Pharm and M. Pharm courses.

Krupanidhi College of Pharmacy Chikkabellandur, Carmelaram Post, Varthur Hobli, Bangalore - 560 035 3 - W

College Colleg

TERMS AND CONDITIONS

1. The Mallige College of Pharmacy, Bengaluru shall utilize the faculty from Krupanidhi College of Pharmacy in academic knowledge gaining in the form of guest lectures, invited talks or seminars as the case may be.

2. Mallige College of Pharmacy, Bengaluru can work closely with Krupanidhi college of Pharmacy, Bengaluru on matters of mutual interest in order to achieve and accomplish the

academic objectives of the institution.

3. The M. Pharm students shall be permitted to undergo training in Cellular & Molecular Biology, Biostatistics and Research methodology on bimonthly basis during their respective academic year as per the University/College Calendar of events.

4. Even along with M. Pharm, B. Pharm and Pharm D students shall be allowed to undergo training in subjects/research as the case may be on bimonthly basis as per University/College calendar of events.

The first party shall extend the following facility to the second party;

a. Honorarium/transportation/Consolidated Certificate to the training faculty/resource person of Krupandhi College of Pharmacy, Bengaluru as per the norms of the Mallige College of Pharmacy, Bengaluru

b. The first party shall provide facilities during Training programme/Seminars/invited

c. This agreement is initially valid for three years and may be continued in future at the discretion of the both the parties.

Signed for and on behalf of Mallige College of Pharmacy, Bengaluru

Signed for and on behalf of Krupanidhi College of Pharmacy, Bengaluru

nor isrupanidhi-Educational Trusk

Chairman/Secretary/Principal

PRINCIPAL, 'allige College of Pharmacy

Chairman/Director/Principal

Rangaiore-560 090 Seal:

Date:

Seal:

Date:

Krupanidhi College of Pharmacy

Chikkabellandur, Carmelaram Post, Varthur Hobli, Bangalore - 560 035



MALLIGE COLLEGE OF PHARMACY

#71, SILVEPURA, CHIKKABANAVARA POST, BANGALORE: 560 090.

(Recognized by AICTE, PCI, New Dehli, RGUHS Bangalore)

Web: www.mallige.ac.in, E-mail: mcpbangalore@ymail.com, Phone 080-28446702,

Ref. No.

Date .. 29.01. 2020

APPRECIATION LETER TO RESOURCE PERSONS (CONSOLIDATED)

2019-20

Sl.No.	Date	Name of the Resource Person	Seminars Delivered		
1.6	16-09-2019	Dr. Rajendra S V	Cell lines in advanced research		
2,	25-01-2020	Dr. Kuntal Das	Novel drug delivery systems in herbal medicines		

PRINCIPAL,
Mallige College of Pharmacy
Bangaiore-560 090

College of Participation of the Participation of th





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Government of Karnataka

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Article 37 Note or Memorandum

Description

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Second Party

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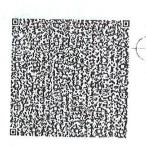
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SRI SHANKARA HOSPITAL BANGALORE KRUPANIDHI GROUP OF INSTITUTIONS BANGALORE

Stamp Duty Amount(Rs.)

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PRINCIPAL Krupanidhi College of Pharmacy Chikkabellandur, Carmelaram Post, Varthur Hobli, Bangalore - 560 035

Memorandum of Understanding Between

KRUPANIDHI GROUP OF INSTITUTIONS

SHRI SHANKARA CANCER FOUNDATION

Krupanidhi Group of Institutions hereafter referred as KGI, is located at 12/1, Chikka bellandur, Carmelaram Post, Varthur Hobli, Bangalore - 560035, as represented by Chairman, Prof. Suresh Nagpal.

Statutory Alert:

The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com" available on the website renders it invalid.

2 The onus of checking the legitimacy is on the users of the certificate

on this Cerblicate and as

Sri Shankara Cancer Hospital and Research Center hereafter referred as SSCHRC whose Super Speciality Hospital is located at 1st Cross, Shankara Matt Premises, Shankarapuram, Basayanagudi, Bengaluru, Karnataka 560004, as represented by Managing Trustee Dr B S Srinath

Both KGI and SSCHRC collectively referred as the Parties.

WHEREAS KGI, as an educational institution, running various Pharmacy courses, Nursing and Physiotherapy, has the primary responsibility in promoting academic-hospital relationship;

WHEREAS SSCHRC, is a Sri Shankara Cancer Hospital and Research Centre (SSCHRC). the brainchild of Sri Shankara Cancer Foundation (SSCF), provides expertise in all superspecialities of cancer, has 42 highly qualified and dedicated doctor consultants.

WHEREAS KGI recognizes the significant contribution that can be made by the private sector to its strategic objectives and therefore actively promotes cooperation arrangements with private and public-sector stakeholders,

WHEREAS SSCHRC intends to collaborate with KGI within the frame work of the present Memorandum of Understanding (hereinafter referred to as the "Memorandum"),

NOW THEREFORE, KGI and SSCHRC (Parties) hereby declare as follows:

KGI and SSCHRC have made the decision to collaborate in the various healthcare activities of Clinical Pharmacy, Nursing and Physiotherapy services in the SSHRC.

The following are the main areas of collaboration between KGI and SSCHRC.

Article 1- A {Objectives - Krupanidhi College of Pharmacy (KCP)}

The Parties agree that they will cooperate closely and consult one another on matters of mutual interest in order to achieve their common objectives, which include:

- a. Ward round participation and Training on Medication Chart Review/ Prescription auditing
- b. Drug Information Services
- c. Drug- Drug Interaction Monitoring in Inpatients
- d. Pharmacovigilance & Heamovigilance services
- e. Patient education material preparation
- f. Patient educational programme/Patient counselling
- g. Participation in Community outreach programme
- h. Chemo drug dilution training and services
- i. Supportive Services for anticoagulant monitoring
- j. Purchase/Inventory control/Preparation of hospital Formulary
- k. Collaborative Research/Publications





SSCHRC will permit the students of Krupanidhi College of Pharmacy to do clinical observations and Internship activities according to Pharmacy Council of India (PCI) norms for Doctor of Pharmacy (Pharm.D) courses, not more than 5 students will be posted at a time, and. The posting will happen with prior intimation and approval by the Principal of KCP and HOD of Clinical Pharmacology department of SSCHRC. The Internship will be for 3 months per batch of students taken. The detailed time table for the training programme will be prepared jointly by the HOD of Clinical Pharmacology SSCHRC and HOD of Pharmacy practices, KCP. Each student shall undertake a research study and present it to both the Managements. The topic will be decided in connection to mutual benefits.

Article 1- B {Objectives-Krupanidhi College of Nursing (KCN)}

SSCHRC will permit the students of Krupanidhi College of Nursing to do clinical practice and Internship according to Rajiv Gandhi University of Health Sciences (RGUHS) requirements (Nursing Interns of B.Sc, M.Sc & GNM), not more than 10 students will be posted at a time for a period of 3 months. The posting will happen with prior intimation and approval by the Principal of KCN and Management/Nursing Superintendent of SSCHRC.

The detailed time table for the training programme will be prepared jointly by the Nursing superintendent of SSCHRC and management of KCN and circulated.

Article 1- C (Objectives - Krupanidhi College of Physiotherapy (KCPT))

SSCHRC will permit the students of Krupanidhi College of Physiotherapy (KCPT) to do clinical observations and Internship activities according to Rajiv Gandhi University of Health Sciences (RGUHS) requirements (BPT & MPT courses), not more than 2 students will be posted at a time for a period of three months. The posting will happen with prior intimation and approval by the Principal of KCPT and Management/ Head of Physiotherapy department of SSCHRC.

The Parties agree to work together in good faith, through joint and concerted cooperation in accordance with the provisions of this Memorandum, in order to implement the objectives. set forth.

Article 2 (Scope of the Memorandum)

- 1. This Memorandum establishes a framework for cooperation between the Parties and determines the conditions and modalities within which the Parties will collaborate to achieve their common objectives. The Memorandum defines the areas, institutional arrangements, and general conditions that will govern the cooperation of the Parties.
- 2. The Memorandum constitutes the entire understanding of the Parties with respect to its subject matter and supersedes all oral communications and prior written documents.

3. The Parties agree that this Memorandum does not confer any exclusivity regarding activities covered by this Memorandum and that they may collaborate on similar activities

with other Parties.

Article 3 (Areas of Cooperation)

Subject to the programme of work of the Parties and to the provisions of this Memorandum. the Parties agree to carry out common initiatives in the areas of cooperation of mutual interest, which may be modified from time to time by written agreement of the Parties.

Article 4 (Joint Clinical Activities and Research Projects)

- 1. In particular, the Parties agree to explore possibilities for joint collaboration on clinical activities and research projects in the areas of cooperation as opportunities arise.
- 2. The Parties may form working groups, made up of representatives from each Partner, which will be responsible for monitoring the development and execution of particular projects.

Article 5 (Notification)

The addresses for service of notices under the present Memorandum shall be:

Krupanidhi Group of Institutions:12/1, Chikka bellandur, Carmelaram Post, Varthur Hobli, Bangalore – 560035

Sri Shankara Cancer Hospital and Research Center, 1st Cross, Shankara Matt Premises, Shankarapuram, Basayanagudi, Bengaluru, Karnataka 560004

Article 6 (Final Provisions)

- 1. This Memorandum will take effect upon its signature by the authorized representatives of the Parties.
- 2. This Memorandum is renewed for five years of period, following mutual consultation from both the parties, which is effective from the date of signature by the Parties.
- 3. This Memorandum may only be changed, modified, amended or supplemented by written agreement of the Parties.
- 4. KGI will indemnify and hold SSCIIRC harmless from any direct and indirect damages (including any cost, reasonable counsel fees, expenses and liabilities) incurred or suffered by SSCIIRC, in connection with any legal issues arising out of the action of KGI's students while interning at SSCHRC.
- 5. The staffs of Krupanidhi Group of Institutions are permitted to observe the cases and supervise the students during the clinical postings.
- 6. It can be decided on mutual consent that if any candidate is found to hardworking, sincere and worthy a stipend can be fixed from the SSCIIRC to meet his/her professional services on a case by case basis.

7. Interns who perform well during their internship, may be considered for future employment within the various departments of SSCHRC

8. SSCHRC can conduct campus interview in KGI with Prior approval from Principals of respective College.

9. The SSCHRC will give permission for access to SSCHRC for any academic inspections, with prior notifications to the concerned authority.

Article 7(NON DISCLOSURE AGREEMENT)

All the students of KCP and the KCP management shall sign a non disclosure agreement as per the standard format enclosed to ensure the confidentiality of all the data of SSCHRC.

The MoU will commence from November 2018, and will be valid for the period of 5 years. However, if both the parties are interested for continuing the MoU, the same or modified version shall be renewed for the further period on mutually agreed terms and conditions.

The MoU on this day, signed and witnessed by,

Authorized Signatory For the Krupanidhi Group of Institutions:

For the Sri Shankara Cancer Hospital and Research Center:

For Krapanidhi Eduqational Trust

Prof. Suresh Wagpal

Chairman,

Krupanidhi group of Institutions

Place: Bangalore, Date: 27/11/2018

Witness

Dr.B. S. Srinath

Director & Managing Trustee,

SriShankara Hospital & Research Centre

Place: Bangalore Date: 21/11/2018

Dr. B. S. Srinath MS, FRCS (GLAS), FRCS (EDIN)

SRI SHANKARA CANCER HOSDITAL

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Share on Math Press 1st Cross Shapkara ram. Basayanagudi.

BANGALORE-560004

1. Dr. Kishore Murthy

Academic Director

Sri Shankara Cancer Hospital and Research Centre

Bangalore

Place: Bangalore

Date: 27 [11 2018

2. Dr. Samuel Pal Issac

Director,

Krupanidhi Group of Institutions

Bangalore

Place: Bangalore

Date: 27 11 2018

MENT ATTESTED

Advocate & Notary Public 5, B.D.A. Cemplex, Koramangala **BENGALURU - 560 034**

Mob: 9448104253



----- Forwarded message ------

From: Research < research@sschrc.org>

Date: Sun, 3 Feb 2019, 15:56

Subject: Acceptance of Research proposal by IEC

To: <sheetaljimmy005@gmail.com>, <vj968211@gmail.com>, <gayatrij7888@gmail.com>,

<rajeswari.vidula@gmail.com>

Dear Students,

The Institutional Ethical Committee of Sri Shankara Cancer foundation and Sri Shankara Cancer Hospital and Research Centre has reviewed and discussed the Thesis protocol titled "A prospective study on acute adverse effect profile of intravenous zoledronic acid in cancer patients" by Ms. Sheetal Maria Jimmy, Mr. Varun K V, Ms. Gayatri Jayakumar, Ms. Rajeswari Ramasamy and Mr. Samuel Gideon George presented on 11.01.2019. The committee has approved the project and there is no objection to hold this project to be conducted in the present form.

The final report of the completed study should be submitted to the IEC by the investigators to the institution. Any change in the protocol needs to be submitted to IEC and approval sought for the same.

Recommendations by the IEC to be followed

- 1. The investigators need to strictly abide by all the rules, regulations and restrictions of Sri Shankara Cancer Hospital and Research Center
- 2. Permission letter from Krupanidhi College of Pharmacy and from Sri Shankara Cancer Hospital and Research Center to be attached with the research proposal.

Dr. Karthik S Rishi, MD, DNB Member Secretary, Institutional Ethics Committee Sri Shankara Cancer Hospital and Research Centre.

Reply

Forward



Date: 07/03/2020

MEMORANDUM OF UNDERSTANDING

BETWEEN KRUPANIDHI GROUP OF INSTITUTIONS BANGALORE

AND AUXOCHROMOFOURS SOLUTIONS PRIVATE LIMITED

This Agreement made and entered into on this seventh day of March 2020 between KRUPANIDHI GROUP OF INSTITUTIONS situated at Carmelaram, Bangalore 560 035, an Educational Institute of National importance established in the year 1985 and AUXOCHROMOFOURS SOLUTIONS PRIVATE LIMITED, a Pharmaceutical industry with its registered office located at 852, 12th Main Road, Vinayaka Layout, 2nd Stage, Naagarabhaavi, Bengaluru, Kamataka 560 072.

1: SCOPE OF THE COLLABORATION

- 1.1 The areas of collaboration include activities or programs offered at either institutions that will contribute to the fostering and development of the cooperative relationships between them.
- 1.2 Each organization may offer to the other institution opportunities for activities and programs, such as teaching, research, exchange of faculty and students, and staff development that will foster and develop the collaborative relationship.
- 1.3 Krupanidhi Group of Institutions (KGI) offers to invite senior level eligible executives from the industry as expert members for training its students and faculty members in fields of Life Sciences, Health Sciences and Biotechnology Eligible executives of the industry can also pursue their research work/ higher studies in the fields of Life Sciences, Health Sciences and Biotechnology in KGI colleges which are affiliated to Rajiv Gandhi University of Health Sciences and Bangalore North University.

Krupanidhi College of Pharmacy Chikkabellandur, Carmelaram Post, Varthur Hobli, Bangalore - 560_p035₁ of 6

Auxochromofours Solutions (Pref. 201., 852, 12th Main, Vinayaka Layout, Nagarbhavi, Bangalore - 560072, Karnataka - India. O: +91 9844061942 | E: support@auxochromofours.com | www.auxochromofours.com | CIN: U36900KA2018PTC119294



Date: 07/03/2020

2: GENERAL AREAS OF CO-OPERATION

- 2.1 This MoU is not binding on either institution but is intended to facilitate discussions relative, but not limited, to the following general areas of cooperation. Specific activities and programs implemented under authority of this MoU shall be subject to availability of funds and the approval of each institution's authorized representatives, and may include:
- 2.1.1 Academic Meetings: Participate in the design, delivery and periodic updating of curriculum to suit the needs of Life Sciences, Health Sciences and Biotechnology industry.
- 2.1.2 Exchange of faculty members for research, lectures, and discussions.
- 2.1.3 Joint educational and research activities.
- 2.1.4 Provide practical training for a period of two months to Life Sciences and Health Sciences students.
- 2.1.5 Exchange of academic materials, publications, and other informations.
- **2.1.6** Provide support in Organizing workshops / Training programmes (Internships) for the benefit of the employees of the industry and the students of the institutions.
- 2.1.7 Provide support for the Project work of Life Sciences and Health Sciences students.
- 2.2 Prior to initiating any specific activity or program contemplated by this MoU, the institutions will enter into separate agreement signed by each of their authorized signatories that describes the terms of the arrangement, including the budgets. Each institution will designate a Liaison Officer to develop and coordinate specific activities or programs.

3: EXCHANGE OF RESEARCH PERSONNEL& FACILITIES

3.1 This MoU is intended, among other objectives, to foster increased interaction among faculty, graduate, post graduate &Ph.D students engaged in scientific and scholarly research in

Krupanidhi College of Pharmacy Chikkabellandur, Carmelaram Post, Varthur Hobli, Bangalore Page 2 of 6

Auxochromofours Southers Pvt, htd., 852, 12th Main, Vinayaka Layout, Nagarbhavi, Bangalore - 560072, Karnataka - India. O: +91 9844061942 | E: 100773 | Exercise Executive Exercise Exe



areas of mutual interest. In support of this effort, each institution will promote the exchange of research personnel, especially young faculty and research scholars for short periods of time so that they may become familiar with the facilities, methodologies, research culture and particular areas of focus of the institution.

Date: 07/03/2020

- 3.2 As a general principle, funding for the exchange of such personnel ("Participating Researchers") shall be based on a reciprocal sharing of costs:
- **3.2.1** Each institution will provide funding for roundtrip transportation to and from the host institution forts own Participating Researchers.
- **3.2.2** Specific funding allocations for this exchange of Participating Researchers shall be subject to the approval of the institutions.
- 3.3 Each institution acknowledges that the Participating Researchers may engage only in general, collaborative activities involving basic, non-proprietary research during exchange visits under this MoU. The institutions donor intend for the Participating Researchers to create or develop new intellectual property as a result of such visits. For the intellectual property created or developed by Participating Researchers under this MoU, the institutions will negotiate in good faith to resolve issues including but not limited to ownership, responsibility for patent or other statutory protection, and licensing.
- 3.4 If, during the visits, the Participating Researchers identify specific collaborative research projects that they wish to pursue, the institutions will enter into a separate written agreement ("Specific Collaborative Research Projector") before commencing any research activity. Specific Collaborative Research Project MoU will delineate the institutions rights and obligations and will address, among other things, sources of funding and intellectual property rights. Each institution shall inform its Participating Researchers that they are responsible for reporting to their respective Liaison Officer regarding any proposed specific collaborative

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Auxochromofours Solutions O: +91 9844061942 | E: s



Date: 07/03/2020

research projects that may arise from their initial visits and their interactions with one another under this MoU, prior to initiating projects or applying jointly for external funding for such projects. Each institution also shall inform it's Participating Researchers of their obligations to abide by all regulations, policies and procedures of their employing institutions regarding the disclosing and handling of intellectual property and developed technologies that may arise under this MoU or under any Specific Collaborative Research Project MoU.

3.5 Both the institutions will agree to utilize instruments, equipments, API's & herbs using Inhouse plant facility required for research activity.

3.6 Exchange of Scientific Materials: Collaborating parties agree to exchange as widely as is practicable such items as scientific publications and journals, trade and industry / institution journals, university calendars, prospectuses, textbooks, course outlines and reference materials.

3.7 To transform basic research to clinical requirements.

3.8 Promote the profession of pharmacy and its importance to the healthcare system of the country.

4: DURATION: This MoU shall remain in force for a period of two(2) years from the date of the last signature, with the understanding that it may be terminated by either institution by providing sixty (60) days' advance written notice to the other.

5: GENERAL MATTERS

5.1 USE OF NAMES: Except in promoting the activities proposed in Article 1.2 above among its faculty and students, neither institution may use the name of the other in any form of advertising or publicity without express written permission. Each institution must seek

Krupanidhi College of Phage Fof 6
Krupanidhi College of Phage Fof 6
Chikkabellandur, Carmelaram Post,
Chikkabellandur, Pangalore - 560 035

Chikkabellandur, Carrindre - 560 035

Auxochromofours Solutions Pvt, Ltd., 2517 Jth Main, Vinayaka Lay art by Johavi, Bangalore - 560072, Karnataka - India.

O: +91 9844061942 | Elsephology xpchrymap jours.com | www.auxochromofours.com | CIN: U36900KA2018PTC119294



Date: 07/03/2020

permission from the other by submitting the proposed use, well in advance of any deadline, to the liaison officers designed in Article 5.4 below.

5.2. AMENDMENTS: The institutions may amend this MoU only in writing signed by each of their authorized signatories.

5.3 COUNTERPARTS. The institutions may sign this MoU in counterparts, all of which together constitute the complete MoU. Duplicated or facsimile signatures shall be originals for all purposes.

5.4 NOTICES. Any notice to given under this MoU must be in writing and will be effective upon receipt evidenced by:

- (a) Confirmed facsimile transmission;
- (b) Return receipt of postage prepaid registered or certified mail; or

ollege

(c) Delivery confirmation by commercial overnight carrier. All communications will be sent to the addresses set forth below or to such other address designated by each institution by written notice to the other.

5.5 Conduct: Exchange faculty and students must abide by the laws of both parties.

5.6 Use of Name: Any use of the name (Krupanidhi Group of Institutions or Auxochromofours Solutions Private Limited, including any of its constituent colleges or programs, or related logos in advertisements, publications or notices relating in any way to the activities described in this MoU shall be subject to prior written approval.

5.7 Non-Assignment: Neither party to this agreement shall have the right to assign any duty or responsibility arising hereunder without the written consent of the other party.

Krupanidhi College of Pharmacy Chikkabellandur, Carmelaram Post,

Varthur Hobli, Bangalore - 560 035

Auxochromofours Solutions (td., 852, 126%) in, Vinayaka Layout, Nagarbhavi, Bangalore - 560072, Karnataka - India.

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Date: 07/03/2020

10 - 7

5.8 Relationship of Parties: This agreement shall not be construed to create a relationship of partners, employees, servants or agents as between parties. The parties to this agreement are acting as independent contractors.

Designee Notice: The below named individuals are representatives of the respective parties responsible for the development and coordination of the specific activities contemplated by this MoU. All notices or communications hereunder should be directed to the below named persons unless another addressee is hereinafter designated by written notice.

For:

For:

Auxochromofours Solutions Pvt. Ltd.

Krupanidhi Group of Institutions

Name: Basavaraj HC

Name:

Signature:

For Auxochromofours Solutions Pvt. Ltd.

Signature:

Title: Co-Founder & Director

Title:

E-mail: bhc@auxochromofours.com

E-mail:

Krupanidhi College of Pharmacy Chikkabellandur, Carmelaram Post, Varthur Hobli, Bangalore - 560 035

Page 6 of 6



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KRUPANIDHI COLLEGE OF PHARMACY

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rupanidhi College of Pharmacy

Krupanidhi College of Pharmacy

Carmelaram Post,

Car