

# **KRUPANIDHI COLLEGE OF PHARMACY**

(Approved by AICTE & PCI, New Delhi, Affiliated to RGUHS, Bengaluru) Accredited with Grade 'A' by NAAC, Bengaluru | ISO 9001 – 2015 Certified 12/1, CHIKKA BELLANDUR, CARMELARAM POST, VARTHUR HOBLI, BANGALORE – 560 035



## 3.5.2 Number of functional MOU's with institutions, other universities,

## industries, corporate houses etc.

SI NO	Name of the institution/ industry/ corporate house with whom MOU is signed	List the actual activities under MOU
1	CL MEDIA PVT LMT	STUDENTS & FACULTY EXCHANGE
2	RAVINDRA ENERGY LIMITED	SOLAR ENERGY
3	QIQIHAR MEDICAL UNIVERSITY	FACULTY VISIT TO KRUPANIDHI CAMPUS
4	MVJ MEDICAL COLLEGE AND RESEARCH HOSPITAL	CLINICAL TRAINING
5	MARIDI ECO INDUSTRIES	RESEARCH
6	SREE DATTHA INSTITUTE OF PHARMACY	GUEST LECTURE ON ICH Q1 GUIDELINES – PROCESS ON HARMONIZATION
7	TELERADIOLOGY SOLUTION PVT LTD	CERTIFICATE COURSE IN CLINICAL RESEARCH & DEVELOPMENT
8	PRANA HEALTHCARE ENABLERS PVT LTD	INTERNSHIP
9	GREEN CHEEM	INTERNSHIP

For the Year 2016-2017



Certificate No.

Purchased by

Description

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

Certificate Issued Date

Unique Doc. Reference

Description of Document

Consideration Price (Rs.)

Account Reference

# INDIA NON JUDICIAL Government of Karnataka

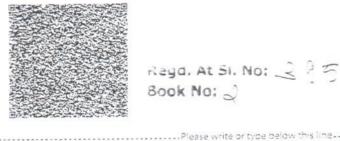
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- SUBIN-KAKAKSFCL0823335625668052P
- : RAVINDRA ENERGY LIMITED
- : Article 12 Bond
- : POWER PURCHASE AGREEMENT
- : 0 (Zero)
- : KRUPANIDHI EDUCATIONAL TRUST
- : RAVINDRA ENERGY LIMITED
- : RAVINDRA ENERGY LIMITED
- : 200

(Two Hundred only)

For Sankalp Credit Souhard Sahakan Niyamit, Beigaum



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POWER PURCHASE AGREEMENT (PPA)

#### FOR

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 Krupanichi Educational Trees

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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.

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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: f)
- "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 i) 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) j)
- "Delivery Point" shall be the single point, at a location mutually agreed by the Parties, in line with k) 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);  $|\rangle$
- 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 r) Term;
- s) "Force Majeure Event" has the meaning set forth in Section 11.1;
- "Governmental Approval" means any approval, consent, franchise, permit, certificate, resolution, t) 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 ii. 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.
- jj) "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.

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tt) "Solar Power Payment" has the meaning set forth in Section 7.1.

- 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

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#### 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.
- 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.

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. Krupanichi Educational Trans

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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 f) 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 g) 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 i) respective obligations undertaken by each of them under this Agreement.

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#### 4.2 Approvals and Permits

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.

#### 4.3 System Acceptance Testing

- 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"

#### 5. 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 Discom
- e) The title to the Solar Power supplied by the Power Producer shall pass to the Purchaser at the Delivery Point.

#### 5.3 System Disruptions

 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.

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- 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 or omission of Purchaser or Purchaser's employees, Affiliates, agents or subcontractors (collectively, a "Purchaser Act") result in a disruption or outage in System production, and such events attributable to Purchaser (except Force majeure, then, in either case) Purchaser shall (i) pay the Power Producer for all work required by the Power Producer to disassemble or move the System and re-assemble the system after completion of the repair work and (ii) continue to make all payments for the Solar Power during such period of System disruption (the "Disruption Period"). For the purpose of calculating Solar Power Payments and lost revenue for such Disruption Period, Solar Power shall be deemed to have been produced at the rate which is higher of the following ("Deemed Generation"):
  - 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.

## 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



a. 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

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 Law; or
- 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.
- (d) 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

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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.



- 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.
- I) 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 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.c) 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 Section10.1 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

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#### 11.1 Definition

"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

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").
  - i. 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:

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- 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;
  - 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

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- 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.

13.3 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

HIL WKA Law 2015 Ch 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.
- b) 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

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.



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.

## 1278 Severability

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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 Trans

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Signature Page

For AND ON BEHALF OF Power Producer	For AND ON BEHALF OF Power Purchaser
Address: NBC- 109. Davidson Road Camp. Belagavi, Kainateka	Address: No. 5 Sarjapur Road Kormangala, Bangalore
WITNESS J.A.Kham	WITNESS Moghe
In Presence of	In Presence of
Name: Javed Alam	Name: M.Y. MODHOSODHAWA.
H.NU.34, 6th Cross, 3rd Main	#121, Chikkshellendur,
Near White pearl Aportment. LBS Nagar, Bongalore- 56001	Bangebre - 560025.

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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 Requiremen	t
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:

	1010 4 550 /loa/b	Year 14	INR 4.559/kWh
Year 1	INR 4.559/kWh		INR 4.559/kWh
Year 2	INR 4.559/kWh	Year 15	
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		

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#### SCHEDULE III

				1	Price per kWp		Price per kWp
	Price per kWp	1	Price per kWp			Year 22	9,600
		Year 8	43,200	Year 15	26,400		7,200
Year 1	Cannot be sold	Year 9	40,800	Year 16	24,000	Year 23	
Year 2	57,600		38,400	Year 17	21,600	Year 24	4,800
Year 3	55,200	Year 10		Year 18	19,200	Year 24	2,400
Year 4	52,800	Year 11	36,000		16,800		
Year 5	50,400	Year 12	33,600	Year 19		1	
		Year 13	31,200	Year 20	14,400	-	
Year 6	48,000	Year 14	28,800	Year 21	12,000		
Year 7	45,000						

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:

i. The Power Purchaser terminates the PPA before the 25 years PPA Tenure

- The Power Purchaser terminates the PPA before the 20 years
  The Power Purchaser wishes to own the Project before the Tenure of the PPA.
- ii. The Power Purchaser wishes to own the Project before the restanceiii. The Power Purchaser sells the building/premises to a third party

The Power Purchaser sells the building/prefinises to a time purch
 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 precisional Trans

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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)

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## 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.
ISFC 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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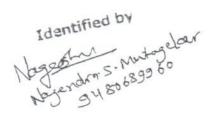
Annexure III

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Income Tax Exemption Certificate

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ATTESTED BY PATIL M. B.A.LL.B (Spl.) ADVOCATE & NOTARY B. Kudeetti, Seigaum

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agd. At SI. No: 295/2017 Воок No: 2

# INDIA NON JUDICIAL

सत्यमेव जयते

# ற்றிழ்நாடு तमिलनाडु TAMILNADU சிஜி MEMORANDUM OF UNDERSTANDING

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HUNDRED RUPEES

is Memorandum of Understanding (MOU) is entered on 4th Day of February MADIC FOAD

Ct Media Ltd (hereinafter referred to as'CLM'), a company incorporated under the Indian Companies Act, 1956 having its registered officeat Espire Building, A-41, Lower Ground, 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;

## And

Krupanidhi Group of Institutes (hereinafter referred to as'KGI'), having its campus at **Gunjur-Doddakannelli Rd, Mullur, Bengaluru, Karnataka 560087,** represented by undersigned of the OTHER PART;

PRINCIPAL Krupanidhi College of Pharmacy Chikkabellandur, Carmelaram Post, Varthur Hobil, Bangalore - 360 035

DIRECTOR

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

## SCOPE OF WORK:

CLM will provide Consultancy, Solutions & Servicesfor setting up a Research Incubator in KGlunder the Aegis of Accendere (Accendere: A CL Educate group entity, hereinafter referred to as'AKMS').

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AKMS is focused on Research and help clients like Educational Institutes and Corporates to imbibe a culture of Research, Setup Process and create Research Papers and extend support in publishing it in relevant Journals or Present in relevant Conferences.

The work would encompass variety of activities Viz. Enabling the 60 Faculty members &40 nominated Students understand the Process, Formation of Research Groups, Tagging students to KGIFaculty members, Identification of Topics in association with Mentors, Shortlisting potential papers for Literature Survey, Copy Editing, Identification of Journals & Conferences for presenting the research paper, Assistance in Publishing & Presenting, Creation of Articles that show the competence of KGI.

The entire process will be coordinated by two Research coordinators from AKMS through online mentoring and quarterly review visit to KGI. The coordinators shall work to ensure maximum productivity of the initiative.

KGIwould also be provided Access to Accendere's proprietary "Research Incubator Software" with secured Login provided for all the designated faculty members and students. The software will also help KGIManagement 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

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Krupanichi College of Pharmacy chikkabellandur, Carmelaram Post, Varthur Hobli, Bangalore - 560 035

to strengthen cooperation between them.

AKMS shall setup an Accendere Innovation Center which shall be the cornerstone of all the Incubator activities on campus. Basis discussions, once engagement other aspects of engagement shall include but not limited to the following:

All the projects will be listed on CL Worldwide Academia-Industry Network (WAIN)

# CLAUSE OF CONFIDENTIALITY:

CLM maintains high levels of confidentiality and pledges not to disclose any client specific data, company information or any sensitive information that may otherwise prove detrimental to KGI. CLM also urges KGInot to disclose any service provider data, training materials, handouts, presentations, training tools or any other specific material that may otherwise prove detrimental to the CLM.

# EXIT CLAUSE:

The parties may choose to exit this agreement unilaterally by providing three months' notice to the other party or under mutual consideration. All payments due for services provided upto the period where the MoU is in force may be paid in full.

# NON-COMPETITION CLAUSE:

Under the Non-Competition clause, KGIcannot hire or take any kind of service from any of AKMS members associated with the implementation of research incubator for a period three years after the expiry of the validity of this MOU.

# **INNOVATION COVENANTS:**

All papers presented/published shall carry KGIand AKMS as affiliations 1.

KGIshall create a special fund to help procure consumables for research. This 2. fund shall be controlled by the nodal officers appointed by the parties.

All patents that come out of the Research Incubator Initiative shall have AKMS as a co-owner. Any future revenue realization arising from the patent shall have 30% of the revenues going to AKMS. KGIis free to decide on the split of any future revenue between the inventor(s) and KGIby means of a contract between the inventor(s) and KGI. KGImay choose to be another co-owner of the patent.

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

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

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patent.

The owners of patents can do the following with their rights:

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:

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KGlagrees to pay a fixed Professional fee of Rs.10,00,000 (Rupees Ten Lakhs only) excluding taxesto CLM.KGland CLM may choose to extend the scope of the agreement through mutual consent at a later stage.

The payment would be made in the form of RTGS or DD or Cheque (Favoring CLM) as follows:

Rs2 Lakhs + Taxes immediately on Sign up of this Agreement 1.

- Rs2 Lakhs+ Taxes on or before 15<sup>th</sup>Jun'17 2.
- Rs2 Lakhs+ Taxes on or before 15<sup>th</sup>Sep'17 3.
- Rs 2 Lakhs+ Taxes on or before 15<sup>th</sup>Dec'17 4.
- Rs 2 Lakhs+ Taxes on or before 15<sup>th</sup>Mar'18 5.
- 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 this, KGI agrees to pay a success fee of Rs. 6000 plus taxes if applicable to CLM per point earned by the Research success matrix as defined below.

1	International Conferences	2	
2	Scopus Indexed Journals	5	
3	Web of Science Indexed Journals	10	
4	Patents	15	
9	EDIAF V?	RESCTOR	>

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

It is expected that the initiative will produce a total of 20 performance points during the 24 months engagement. This shall be payable on a regular basis within 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 contributed to design, development and successful grant of research funding from government, non-government and industrial sources.

#### INDEMNIFICATION

a) 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.

b) 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:**

El.

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 payable for the same only for the period Jan'17 to Dec'18.

The Scope of Services for the next batch of researchers shall be discussed and finalized separately.

The MOU would provide for all the activities as agreed upon between CLM and KGIto 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 arising 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

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

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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 Bengaluruin 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 have jurisdiction.

# 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 Group of Institutions

For CL Media Ltd

Mr. Nikhil Mahajan

Executive Director and CFO crative

Dr. Sam Paul Isaac

1

Director

Witnesses:

1.

2.

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

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# Session of Dr. Shivalinga Gowda Senier Rexarcher from CL Medier

Day 2:

Krupanidhi College of Pharmacy (KCP) has organized an IPR session on the topic Design of experiments in Pharmaceutical Formulations. The speaker of the session was Prof R. Chandramouli. The programme was inaugurated by Dr. MD Karvekar, Academic Director, and Prof PV Mallya, CPPA Director, Krupanidhi College of Pharmacy. The speaker highlighted on quality of biotechnological product, its viral safety and analysis. The staff of Pharmacy College

has attended the session. The session was successfully organized, by KeP

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

# 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



# 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.



SIGNED for and on behalf ofSIGNED for and on behalf ofQIQIHAR MEDICAL UNIVERSITY,KRUPANIDHICOLLEGEOFP.R. CHINA by:PHARMACY, INDIA by:COLLEGECHARMACY

Professor Jicheng Liu President

on 25<sup>th</sup> May, 2016.

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

Email: xindan@qmu.edu.cn

ONAL TRUST ull

Prof. Dr. Suresh Nagpal Chairman

on 25<sup>th</sup> 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**

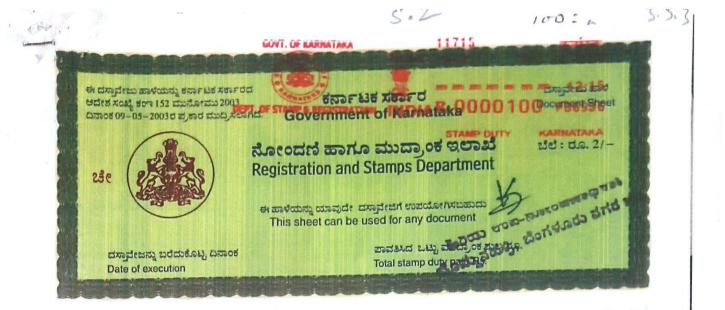
Name of the Activity Participating Institution Duration : Student Exchange Program : Qiqihar Medical Universtiy : 15 Days (15.07.2016 to 30.07.2016)





<u>students</u> j)Nikhil S 2) sachin 3) shiv Kumar 2) Dipendra 5) How Shik \* Gudasram 6 notino R Dimple 8)





### MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is made on 01.09.2010

#### between

M.V.J. Medical College and Research Hospital [30<sup>th</sup> KM Milestone, National Highway 4, Hoskote, Bangalore - 562114] which is represented by its Dean herein named as party one

and

Krupanidhi College of Pharmacy, Chikkabelandur, Carmelaram post, Varthur Hobli, Bangalore, Karnataka represented by its Dean named as party two

The parties hitherto agree as follows:

- 1. Party one declares that M.V.J. Medical College and Research Hospital is a 720 bedded hospital, with a minimum of 180 beds for General Medicine Department.
- Party one agrees to provide to party two the minimum space necessary of 1200 square feet in the hospital building to establish Pharmacy Practice department for the conduct of Pharm.D programs.
- 3. Party one agrees to provide preceptors required to train the Pharm.D students.
- 4. Party one agrees that, it will not enter into similar agreement with any other Pharmacy institution/s or department/s offering or intend to offer Pharm.D programs.

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DEATI CUM DIREC N.V.J. MEDICAL COLLE RESEARCH HOSPITAL Hoskote, Bangalore - 562 114.



Signature Contd 2 DEAN 1 Krupanidhi College of Pharmacy Chikkaberlandur Carmetoria Post, BANGALORE - 500, 035



- 5. The prospective students will be allowed to undergo training in the following specialty departments
  - Medicine
  - Surgery
  - Pediatrics
  - Gynecology and Obstetrics
  - Psychiatry
  - Skin and VD
  - Orthopedics
- 6. Party two will provide the academic staff and necessary infrastructure for Pharm. D course as per the PCI norms and takes the overall responsibility for smooth conduct of the programs.
- 7. This agreement is to be in effect at least for ten years from the time of its endorsement by both the parties.
- 8. The officials representing MVJ hospital and Krupanidhi college of Pharmacy are signing this MOU to achieve the beneficial objectives of Pharm.D programs.

Signature Dr.T.Rajeshwari Dean cum Director M.V.J. Medical College and Research Hospital,

Signature

Dr.N.Prem kumar Dean Krupanidhi College of Pharmacy

DEAN CUM DIRECT M.V.J. MEDICAL COLLE **RESEARCH HOSPITA** Hoskote, Bangalore - 562 ...



DEAN 2 Jhi College of Pharmacy Kij Chikkabellandur Carmelaram Post, BANGALORE - 500 035

# **KRUPANIDHI COLLEGE OF PHARMACY**

Name of the Activity	: Clinical Training for Pharm D Students
Collaborating Organization	: MVJ College and Research Hospital
Year of the Activity	: 2016-17 Academic Year

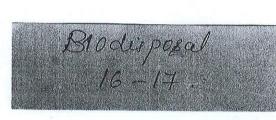
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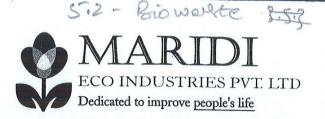






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# MEMORANDUM OF UNDERSTANDING Reg.No-2967

M/s. Maridi Eco Industries Pvt Ltd., having its registered office at No.1A/4,8-2-618/2/2,R.K.Residency Road No.11.Banjara Hills. Hyderabad-500034, and having branch office at No .5, 2nd Floor, 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 Authorized Signature and M/s KRUPANIDHI COLLEGE OF PHARMACY-VARTHUR its College at Chikkabellandur Village, Carmalaram Post, Varthur Hobli, Banglaore-560035, Mob-9900088457. Here in after referred to as M/s. **KRUPANIDHI** COLLEGE OF PHARMACY is hereby agreed and come to the Memorandum of Understanding on this 12th Day of August month year 2016 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 36<sup>th</sup> 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.3000/-Per Month (Rupees Three Thousand 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.



Regional Office : 5, 2nd Floor, C.M. Plaza, No. 71, 8th Cross, 1st Main, S.R. Nagar, Bangalore-560 027. Ph. : +91-80-4151 2958, Fax : +91-80-2210 3270. E-mail : maridibmw@gmail.com\_website : wwww.maridibmw.com

- 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 KRUPANIDHI COLLEGE OF PHARMACY M/s. Maridi Eco M/s.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 twice in a Week (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 garbage.
- 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. The 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.

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- 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 side. Issue of notice may terminate this MOU three months in advance by either party for terminating their respective obligations. 网络特别和学习句 化比尔本比尔 自计计算话机
- n. All disputes to this understanding are subject to the Jurisdiction of the court in Bangalore only.

# This Agreement is effective from 01.03 2016 to 30.04.2017

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



Authorized Signatory Authorized Signatory alongs the all all the state of the second

Cheque number \_ 735417 Yes bank dated 19/0/2016 Amount - R\$, 33,000/-

Recived. Hernormanden 9845362041 26/08/2016

VALID FOR THREE MONTHS FROM THE DATE OF ISSUE rosperity YES 9082 YES BANK LIG., GROUND AND MEZZANINE FLOOR, BASIL MONETA, KORAMANGALA BANGALORE 560095 JFS Code : YESB0000198 Pavable A 1 0 6 DDMM Payable At Par At All Branches of YES BANK Ltd. 800 Maridi Pay X/ CTS - 2010 Put 16 or Bearer Rupees रुपये या धारक के UTILITY FORMS PVT ₹ 33,000/-अदा करें SAVINGS A/c No. खाता क्र. 019894600000420 **New Account** For KRUPANIDHI COLLEGE OF PHARMACY BANK YES Authorised Sighatories Please sign above

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

11-08-2011 Bangalore From Jyothi.Y Assoc. Professor Dept of Phaemacology Animal house Incharge Kompanidhi College Bangalore - 35 10 The Psincipal Kompaniahi College of Pharmacy Bangalore - 35 Sub: - Requisition for the renewal of Mou with Maridi Eco Industries Put Ltd. Kespected Sig, The one year nou with Maridi Ec Industries Put Ltd (Animal waste disposal) has capined an Juney 2016. We need to scenew the same for next year (2016-17 With this regard 7 would kindly request you to grant me the renewal amount R&, 33,000/- dos one year by cheque an oblige. Thanking You, poloser Yours faithfully Rr PRINCIPAL Krupanidhi College of Pharmacy Fyellist Chikkabellandur, Carmelaram Post, Varthur Hobli, Bangalore - 560 035

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### 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.2016 TO DECEMBER.2016

SI.No.	Months	Yellow (In Kgs.)	Red (In Kgs.)	White / PPC (In Kgs.)
1	JANUARY'16	3	0	0
2	FEBRUARY'16	2	1	0
3	MARCH'16	6	4	0
4	APRIL'16	0	0	0
5	MAY'16	1	0	0
6	JUNE'16	5	1	0
7	JULY'16	2	0	0
8	AUGUST'16	1	0	0
9	SEPTEMBER'16	3	0	0
10	OCTOBER'16	5	0	0
11	NOVEMBER'16	6	1	0
12	DECEMBER'16	5	1	0

This is for your kind information Thanking You,

Yours truly,

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BIO INDUSTRIES PVT LTD. Dedicated to improve People's Life

For Maridi Bio Industries Pvt Ltd

PRINCIPAL eof Krupanidhi College of Pharmacy Chikkabellandur, Carmelaram Post, Authorized Signatory, Varthur Hobli, Bangalore - 560 035 Regional Office Banga No.8, "SUGUNA ARCADE " 4th Floor, 1st Main, 8th Cross, S.R. Nagar, Bangalore - 560 027, Ph.: +91-80-4151 2958, .080-2210 3270 maridibmw@gmail.com, Website: www.maridibmw.com Email : Syno, 1/37 & 1/38, 35th Mile Stone, Gabbadi Kaval, Kanakpura Road, Ramanagar Dist, Plant

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#### Memorandum of Understanding on Cooperation between

#### **KRUPANIDHI COLLEGE OF PHARMACY**

and

#### **TELERADIOLOGY SOLUTIONS PVT. LTD.**

**KRUPANIDHI COLLEGE OF PHARMACY** hereafter referred as KCP, is located at 12/1, Chikkabellandur, Carmelaram Post, Varthur Hobli, Bangalore - 560035, as represented by Chairman, Prof. Suresh Nagpal.

#### And

TELERADIOLOGY SOLUTIONS PVT. LTD hereafter referred as TRS whose headquarters are located at Plot # 7G, Opp Graphite India, Whitefield, Bangalore 560048, as represented by Centre head, Dr. Belliappa.

Both KCP and TRS collectively referred as the Parties.

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WHEREAS KCP, as an educational institution, has the primary responsibility in promoting academic – industrial relationship;

WHEREAS TRS, is a health care company that uses technology for varied purposes from eteaching to teleradiology to telemedicine, and through its teaching modules provides a valuable online teaching resource to radiologists globally.

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

WHEREAS TRS intends to collaborate with KCP within the framework of the present Memorandum of Understanding (hereinafter referred to as the "Memorandum"),

NOW THEREFORE, KCL and TRS (Parties) hereby declare as follows:

### Article 1 (Objectives)

1. 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:

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Chikabellandur Varthur Hobin

- a. Medical writing/patient education material
- b. Hospital Formulary
- c. Commung medical education
- terret medication education and counselling

Sasebased studies For Krapanidhi Edacational Trust

Telerad Rx Dx Health Care Pvt. Ltd. A Unit of Teleradiology Solutions Ground Floor Plot No. 7G, Opp Graphite India Whitefield, Bangalore - 560 048. India Tel :+91-80-49261111, 40187588 Telefax : +91-80-4110 3411 E-mail : info@rxdx.in Web : www.rxdx.in

- f. Drug Information services
- g. Guidelines for various diseases
- h. Clinical research training
- Clinical and community pharmacy services i.
- Telemedicine education and counselling j.
- 2. 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 above.

#### 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. b ...

#### 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.

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#### **Article 4 (Joint Activities and Projects)**

- 1. In particular, the Parties agree to explore possibilities for joint collaboration on activities and 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)

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

Krupanidhi College of Pharmacy: 12/1, Chikkabellandur, Carmelaram Post, Varthur Hobli, Bangalore - 560035

Kupandni College of Pharmacost Chikkabellandur Bangalore - 560 C TELERADIOLOGY SOLUTIONS Pvt Ltd: Plot # 7G, Opp Graphite India, For Krupanichi Whitefield, Bangalore

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#### **Article 6 (Final Provisions)**

- 1. This Memorandum will take effect upon its signature by the authorized representatives of the Parties.
- 2. This Memorandum is concluded for an initial period of 1 year as of the date of signature by the Parties, and it may be renewed, following mutual consultation, by exchange of letters for two years period or such other period as the Parties may decide.
- 3. This Memorandum may only be changed, modified, amended or supplemented by written agreement of the Parties.
- 4. KCP will indemnify and hold TRS harmless from any direct and indirect damages (including any cost, reasonable counsel fees, expenses and liabilities) incurred or suffered by TRS, in connection with any legal issues arising out of the action of KCP's students while interning at TRS.
- 5. 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 TRS to meet his/her professional services.

For the Krupanidhi College of Pharmacy:

For the Telerad RxDx:

For Krupanidhi Educational fr Prof. Sureshering Baran Dr. Belliappa Chairman, Krupanidhi group of institutions Centre head, Telerad RxDx **Place: Bangalore** Place: Bangalore Date: 2017 Date: 13 2 2 ede 0 Child Boolenand arthur Hobil Admitted Before Me \*Bandalore SHANKAR ADVOCATE & NOTARY **YS** 4465 KAUMUDI No. 23-24. III Cross, Samyadri Layout, Pandu Ranga Nagar, Bannerghatta Main Road, BANGALOK BERADRX Dx Health Care Pvt. Ltd. SF KAR No. 44/65. A Unit of Teleradiology Solutions No. 91 C. No. 989/97 Ground Boor, Plot No. 7G, Opp Graphite India 3/3 Whitefield, Bangalore - 560 048. India Tel:+91-80-49261111,40187588 Telefax : +91-80-4110 3411



	This is to certify that <b>BHARANI S SOGALI, PHD</b> has successfully completed <b>CERTIFICATE COURSE IN CLINICAL</b>	of of the	or Kry Manan Baran Dang Principal, Krupan Chairman, Krupat Chairman, Krupat Chairman, Krupat College of Pharm
CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CERTON CONCOLOR CERTON CONCOLOR CERTON CONCOLOR CERTON CONCOLOR CERTON CONCOLOR CERTON CONCOLOR CERTON CONCOLOR CERTON CONCOLOR CERTON CONCOLOR CERTON CONCOLOR CERTON CONCOLOR CERTON CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR CONCOLOR	The Initiative of Pharmacy, Bangalore	Industry partners. Teleradix 1080° a G s o L U T I o N s Prove a Core Lab Indiage Core Lab	Arjun Kalyanpur CEO, Teleradiology Solutions & Image Core Lab Prakash V Mallya Dir. & Chief Mentor, Center for Pharmaceutical Professional Development

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#### KRUPANIDHI COLLEGE OF PHARMAC YUTY

and

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## PRANA HEALTHCARE ENABLERS PVT. LTD.

KRUPANIDHI COLLEGE OF PHARMACY hereafter referred as KCP, is located at 12/1, Chikkabellandur, Carmelaram Post, Varthur Hobli, Bangalore - 560035, as represented by Chairman, Prof. Suresh Nagpal.

#### And

PRANA HEALTHCARE ENABLERS PVT. LTD hereafter referred as PHC whose headquarters are located at Plot #544, Chinmaya Mission Hospital Road, Indiranagar, Bangalore - 560038, as represented by Centre head, CEO, Dr Harsha Doddihal

Both KCP and PHC collectively referred as the Parties.

WHEREAS KCP, as an educational institution, has the primary responsibility in promoting academic - industrial relationship;

WHEREAS PHC, is a health care company that uses electronic technology for providing individualised healthcare in the residence of patients, school and company staff and covers the physicians from various specialities through its network.

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

WHEREAS PHC intends to collaborate with KCP within the framework of the present Memorandum of Understanding (hereinafter referred to as the "Memorandum"),

NOW THEREFORE, KCP and PHC (Parties) hereby declare as follows:

#### Article 1 (Objectives)

1. 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:

Palore

- a. Patient medication education and counselling
- b. Community pharmacy services
- c. Prescription auditing
- d. Drug Information
- e. Pharmacovigilance activities
- f. Medical writing/patient education materialleo.
- g. Preparation of hospital Formulary
- h. Education about medication adherence in chronic diseases Date: 20

anidhi College of Pharmacy melaram Post,



2. 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 above.

### 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 Activities and Projects)**

- 1. In particular, the Parties agree to explore possibilities for joint collaboration on activities and 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 College of Pharmacy: 12/1, Chikkabellandur, Carmelaram Post, Varthur Hobli, Bangalore - 560035

Chinmaya Mission Hospital Road Prana Healthcare Enablers Pvt. Ltd: 544. Indiranagar, Bangalore - 560038.

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#### **Article 6 (Final Provisions)**

- 2. This Memorandum is concluded for an initial period of 3 year as of the date of signature by the Parties, and it may be renewed, following minutal consultation, by evaluate of signature





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Krupanidhi College of Pharmacy aram Prist.

- 3. This Memorandum may only be changed, modified, amended or supplemented by written agreement of the Parties.
- 4. KCP will indemnify and hold PHC harmless from any direct and indirect damages (including any cost, reasonable counsel fees, expenses and liabilities) incurred or suffered by PHC, in connection with any legal issues arising out of the action of KCP's students while interning at PHC.
- 5. 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 PHC to meet his/her professional services.

For the Krupanidhi College of Pharmacy:

For the Prana Healthcare Enablers Pvt. Ltd:

**Prof. Suresh Nagpal** Chairman, Krupanidhi group of institutions Place: Bangalore Date: 31/6/ 2016

Dr. Harsha Doddihal CEO, Prana Healthcare Enablers Pvt. Ltd Place: Bangalore Date: 3/ / 5/2016



ATTESTED B A.S. NARAYANA REDI

1. i. fi., ALVOCATE & NOTARY Cartermant of India 2 821, 10th Main, 1V Block, Koramangela, Bangalere 569 034

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Krupanidhi College or Prian Boypanidhi College of Pharmacy Chikkabellandur, Carmelaran Chikkspellandur, Carmelaram Pos Varthur Hobli, Bangalore - Varthur Hobli, Bangalore - 560 0





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02/Nov/2016

# TO WHOM SO EVER IT MAY CONCERN

This is to mention that Deepak Kumar R has done Internship from August 2, 2016 to November 8, 2016 and we wish to inform that he has 100% attendance during the period of the internship. We wish him all the best.

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Date: 20

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For Prana Healthcare Enablers Pvt Ltd PRANA HEALTHCARE ENABLERS PVT.LTD

Director Murali Sridhar

Co Founder & Head of Operations.

Prana Abanthcare Enablers Pvt. Ltd #3499 #4th Main, HAL 2<sup>nd</sup> stage Near New Horizon School, Indiranagar Bangalore – 560008 Kamataka www.righteare.ine

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



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 **FOT A rupanidhi Educational Tress FOT A rupanidhi Educational Tress CHARMAN CHARMAN Chikkabe**llandur, Carmelaram Por **Chikkabe**llandur, Bangalore - 560 ( **Varthur Hobit**, Bangalore - 560 ( (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 ger Krupanidhi Educational 1500

GHAIRMAN



For the Krupanidhi College of Pharmacy:

## For Krapanidhi Educational Trus.

Prof. Suresh Nagpal

Chairman and Founder, Krupanidhi Group of Institutions Place: Bangalore Date:

-----Mr. Rajendran R CEO & Founder

Place: Bangalore

Date:

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



For the Green Chem (100%EOU):



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

Proprietor- Green Chem

07.11.2016

ngalore













Pharmexcil National Award for Herbal Patents (2009,2010,2011,2012,2014 & 2015) | FKCCI Gold Award for Export Excellence (2012 & 2015) FKCCI Innovation Excellence Award (2014 & 2015) | Chemexcil Outstanding Export Performance Award (2010-11, 2011-12, 2013-14 & 2014-15) State Export Excellence Award (2013-14) Email: info@areenchem.biz | website: www.greenchem.biz