POWER PURCHASE AGREEMENT

BY AND BETWEEN

O2 Renewable Energy VIII Private Limited

(As Seller)

AND

Natural Capsules Limited

(As Consumer)

O2 RENEWABLE ENERGY VIII PRIVATE LIMITED

NATURAL CAPSULES LIMITED

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NATURAL CAPSULES LIMITED

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INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.	:	IN-KA63123554684183V
Certificate Issued Date	:	22-Aug-2023 12:11 PM
Account Reference	:	NONACC (FI)/ kaksfcl08/ R T NAGAR/ KA-GN
Unique Doc. Reference	:	SUBIN-KAKAKSFCL0800780523160588V
Purchased by	:	02 RENEWABLE ENERGY VIII PRIVATE LIMITED
Description of Document	:	Article 12 Bond
Description	:	POWER PURCHASE AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	02 RENEWABLE ENERGY VIII PRIVATE LIMITED
Second Party	:	NATURAL CAPSULES LIMITED
Stamp Duty Paid By	:	02 RENEWABLE ENERGY VIII PRIVATE LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

For Dr Hegde Credit Souharda Sahakari Ltd.
R. T. Nagar Bengaluru

Authorised Signatory

Please write or type below this line

POWER PURCHASE AGREEMENT

This Power Purchase Agreement ("**Agreement**") is made and entered into on 28th day of September 2023:

BY AND BETWEEN:

O2 Renewable Energy VIII Private Limited, a private limited company constituted under the

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Companies Act, 2013 (CIN: U40300DL2022FTC404456), having its corporate office at 8th Floor, DLF Square. DLF Phase 2, Gurugram 122002 (the "**Seller**") (including its successors and permitted assigns);

AND

Natural Capsules Limited, a company constituted under the Companies Act, 2013 (CIN: L85110KA1993PLC014742), having its registered/ corporate office at TRIDENT TOWERS, Fourth Floor, No. 23, 100 Feet Road, Jayanagar II Block, Bangalore - 560 011, INDIA (the "**Consumer** ") (including its successors and permitted assigns).

The Seller and the Consumer shall hereinafter be collectively referred to as the "**Parties**", and individually as a "**Party**".

RECITALS:

A. The Consumer is in the business of manufacturing Hard Gelatin Capsule shells, Hard Cellulose Capsule shells and Pharmaceutical Dosage Forms in Capsule Dosage Form and other related products;

B. The Seller is a special purpose company set up, to develop and construct a **5.33 MW** Solar power project as a captive generating station (as provided under the Electricity Act, 2003 and Electricity Rules, 2005) in Bellary district of Karnataka ("**Project**"), and to deliver power from the Project to the Consumer on a long term basis.

C. The Consumer agrees to offtake 100% (hundred percent) of power corresponding to the Contracted Energy (defined later) generated by the Project, which is expected to be **12.6 MUs** per year at the generation periphery of the Project in accordance with Annexure 1 ("**Estimated Generation**") for the Term, in accordance with the provisions of this Agreement.

D. The Parties wish to execute this Agreement to record their understanding and their rights and obligations in relation to the sale and purchase of the Contracted Energy from the Project.

NOW THEREFORE, the Parties agree as follows:

1. DEFINITIONS AND RULES OF INTERPRETATION

1.1 Definitions

In this Agreement, the following terms, unless contrary to the context, shall have the meaning ascribed to them below. Any capitalised terms or expressions used, but not defined in this Agreement, shall have the meaning ascribed to them under Electricity Laws (as defined later).

"**Affiliate**" of any Party means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such Party and, in relation to a natural person, includes any Relative (as such expression is defined in the Companies Act) of such natural person. For the purposes of this definition, "control" (together with its correlative meanings such as "controlled by" and "under common control with") means, with respect to any Person, the possession, directly or indirectly, of power to direct or cause the direction of management or policies of the subject Person through ownership of voting securities, contract or otherwise;

"**Affected Party**" shall mean a party whose performance has been affected by a Force Majeure Event;

"**Agreement**" means this Power Purchase Agreement (including the Recitals and Annexures to this Agreement), and shall include all amendments, modifications and supplements to this Agreement made in writing by the Parties in accordance with the terms of this Agreement;

"**Applicable Tariff**" shall have the meaning assigned to it in Clause 7.2.1;

"**Approvals**" means all permits, clearances, licenses, consents, authorisations, registrations, waivers, no-objection certificates, or acknowledgements required from any Government Authority or Utility for the development and installation of the Project and/or for the generation and supply of the Contracted Energy from the Project in accordance with the terms of this Agreement;

"**Appropriate Commission**" means the Central Electricity Regulatory Commission referred to in section 76(1) of the Electricity Act or the relevant State Electricity Regulatory Commission referred to in section 82 of the Electricity Act or any relevant Joint Commission referred to in section 83 of the Electricity Act, as the case maybe;

"**Assured Delivered Energy**" shall have the meaning assigned to it in Clause 4.4;

"**Availability Based Tariff**" shall have the meaning assigned to it in Clause 6.1;

"**Business Day**" means a day, other than a Saturday, Sunday or public holidays, on which the scheduled commercial banks are open for normal banking transactions in New Delhi;

"Business Exigency" means any event beyond the reasonable control of the Consumer including change in law event or force majeure event that causes the Consumer to reduce the Contracted Energy either permanently or temporarily.

"**Captive Requirements**" shall mean the requirements under the Electricity Act, Electricity Rules and other applicable Laws required to be fulfilled by the Parties for the Project to be classified as a captive generation station by the relevant Governmental Authorities and the Appropriate Commission;

"**CEA Metering Regulations**" shall mean the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, as amended from time to time;

"**Change in Law**" shall have the meaning assigned to it in Clause 14.1;

"**Claims**" shall have the meaning assigned to it in Clause 15.1;

"**Commissioning**" (including any of its grammatical variations) shall mean the date when the Project is ready to generate and supply Electricity at the Delivery Point in accordance with the requirements of applicable Laws;

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"**Commercial Operation Date**" or "**COD**" shall mean the date of (i) charging the electrical infrastructure; and (ii) injection of Electricity into the grid at the Delivery Point. It shall have the meaning assigned to it in Clause 3.4;

"**Companies Act**" shall mean the Companies Act, 2013, or the Companies Act, 1956 (to the extent of applicable provisions) as amended, modified, notified and/or re-enacted from time to time and includes the rules framed thereunder;

"**Consumption Point**" means the interconnection of drawl bus-bar of the Facility with the transmission/wheeling system of the Utility, where the Consumer shall draw the Received Energy for the purpose of consumption at the Facility;

"**Consumer Event of Default**" shall have the meaning assigned to it in Clause 11.2.1;

"**Consumer Default Notice**" shall have the meaning assigned to it in Clause 11.2.2;

"**Consumer's Termination Compensation**" shall have the meaning assigned to it in Clause 12.1.2;

"**Consumer's Termination Notice**" shall have the meaning assigned to it in Clause 12.1.1;

"**Contract Year**" shall mean the period beginning on the Commercial Operation Date and ending on the immediately succeeding 31 March, and thereafter each period of 12 (twelve) months beginning on 1 April and ending on 31 March, provided that the last Contract Year of this Agreement shall end on the date of expiry of the Term this Agreement;

"**Contracted Energy**" means the up to 100% (one hundred percent) of the electricity corresponding to the Estimated Generation (calculated at the Delivery Point) to be sold by the Seller to the Consumer under and in accordance with the terms of this Agreement;

"**Default Termination Payment**" shall mean the Consumer's Termination Compensation under Clause 12.1.2 or the Seller's Termination Compensation under Clause 12.2.2, as the case may be;

"**Delivered Energy**" means the units of Electricity in a month that would be supplied to the Consumer at the Delivery Point in accordance with the Electricity Laws and Captive Requirements applicable from time to time and terms of this Agreement;

"**Delivery Point**" means the interconnection point with the transmission licensee at the Project's periphery from where the Electricity shall be evacuated by the transmission licensee for onward transmission/wheeling to the Consumption Point;

"**Dispute**" shall have the meaning assigned to it in Clause 18.1.1;

"**Disputed Amount**" shall have the meaning assigned to it in Clause 7.5.1;

"**Discom**" means Bangalore Electricity Supply Company Limited or any of its successor entity;

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"Due Date" shall have the meaning assigned to it in Clause 7.4.1;

"Electricity" means the total units of electrical energy (measured in kWh) generated by the Project;

"Electricity Act" means the Electricity Act, 2003, as amended from time to time;

"Electricity Laws" means the Electricity Act, 2003 and the rules, regulations, notifications and amendments notified thereunder from time to time, as may be amended or re-enacted from time to time, and shall further include the Electricity Rules, 2005, as may be amended or re-enacted from time to time, and any other Laws pertaining to development of the Project and generation and sale of electricity including regulations framed by an Appropriate Commission or interim orders issued by any Appropriate Commission;

"Electricity Rules" means the Electricity Rules, 2005, as amended from time to time;

"Encumbrance" means any interest or equity, of any Person (including any right to acquire, option or right of pre-emption or conversion) or any mortgage, charge, undertaking, pledge, lien, assignment, hypothecation, security interest, title retention, any voting agreement, option, right of first offer, refusal or transfer restriction in favour of any person, any adverse claim as to title, possession or use, or any agreement to create any of the above, and the term **"Encumber"** and all other grammatical variations shall be construed accordingly;

"Estimated Generation" shall have the meaning assigned to it in Recital (C);

"Effective Date" means the date of execution of the Transaction Documents;

"Facility" shall mean the premises of the Consumer (i.e. *insert address and description of the premises*) where the Received Energy shall be used and consumed by the Consumer in accordance with the terms of this Agreement and applicable Laws;

"Force Majeure Event" shall have the meaning assigned to it in Clause 13.1;

"Guaranteed Offtake" shall have the meaning assigned to it in Clause 4.1;

"Governmental Authority" means, in respect of the Government of India and the State Government of Karnataka, or any relevant municipal and local government, and shall include: (a) any of their ministries, departments, sub-divisions, instrumentalities or agencies under their control; (b) any companies, corporations, undertakings or other entities under their Control; (c) any other authority (including any judicial or quasi-judicial authorities) or administrative body under their control; or (d) any Appropriate Commission;

"Grid Code" means the relevant state grid code as specified by the relevant State Electricity Regulatory Commission referred under section 86 (1) (h) of the Electricity Act;

"Indemnified Party" shall have the meaning assigned to it in Clause 15.1;

"Indemnifying Party" shall have the meaning assigned to it in Clause 15.1;

"Insolvency Event" shall be deemed to have occurred, in relation to any Party, if:

(a) a receiver, liquidator, insolvency professional, administrator or any similar officer has been appointed by a court of competent jurisdiction in respect of the whole or any part of the assets or undertaking of such Party;

(b) a court order for administration or liquidation or winding up has been passed; or a petition or application has been presented for such an order; or documents have been filed with a court of competent jurisdiction for the appointment of an insolvency professional, administrator or liquidator in respect of a Party; or a notice of intention to appoint such official has been given in respect of such Party;

(c) a board meeting/shareholder meeting has been convened at which a resolution has been passed for the winding up of the company or a provisional liquidator has been appointed with respect to such Party;

"Invoice" shall have the meaning assigned to it in Clause 7.3.1;

"Invoice Dispute Notice" shall have the meaning assigned to it in Clause 7.5.1;

"kWh" means kilo Watt hour, a unit of measurement of electrical energy;

"Late Payment Interest" shall mean the interest compounded monthly, computed for the actual number of days elapsed on the basis of a 365 day year;

"Landed Tariff" means the total per unit cost incurred by the Consumer for consumption of contracted energy after accounting of open access charges & losses, electricity duty, taxes etc. under this Agreement during the Contract Year;

"Law(s)" means any applicable statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, clearance, Approval, directive, guideline, policy, requirement, or other restriction imposed by a Governmental Authority or judicial body or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any judicial, quasi-judicial, statutory or regulatory authority, whether in effect on the Effective Date or thereafter, and in each case as amended from time to time;

"Lender" or **"Lenders"** shall mean any entity including any multilateral agency, institutional investor, bank or non-banking financial company or any other entity (including their duly appointed agents and trustees) who will provide debt financing, loans, or credit facilities (including refinancing or bridge finance facilities) to the Seller in relation to the Project;

"Main Meter" shall have the meaning ascribed to it in Clause 6.1;

"Material Breach" means a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure within the prescribed period.

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"Material Adverse Effect" means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement or which act or event causes a material financial burden or loss to the other Party;

"Notice of Arbitration" shall have the meaning assigned to it in Clause 18.2.1;

"Payment Security" shall have the meaning assigned to it in Clause 7.1.1;

"Person" means any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, hindu undivided family, association of person, trust, union, association, Governmental Authority or any agency or political subdivision thereof or any other entity that may be treated as a person under applicable Laws, works council, employee representative body or other entities (whether or not having separate legal personality);

"Project" shall have the meaning assigned to it in Recital (B);

"Project Site" shall have the meaning assigned to it in Clause 3.1;

"Received Energy" means the units of electricity in a month that would be available for drawal to the Consumer at the Consumption Point, net of transmission losses, wheeling and distribution losses and banking losses in accordance with the Electricity Laws and Captive Requirements applicable from time to time and terms of this Agreement;

"Savings" means the difference between the Discom Variable Tariff at which the consumer is procuring power from Discom, and the Landed Tariff for the energy procured under this Agreement.

"SCOD" or **"Scheduled Commercial Operation Date"** shall have the meaning assigned to it in Clause 3.4;

"Securities" shall mean collectively, the equity shares, preference shares, debentures or any other securities of the Seller;

"Seller Event of Default" shall have the meaning assigned to it in Clause 11.1.1;

"Seller Default Notice" shall have the meaning assigned to it in Clause 11.1.2;

"Seller's Termination Notice" shall have the meaning assigned to it in Clause 12.2.1;

"SSHA" shall mean the agreement executed among the Consumer, the Seller and the Developer to govern *inter alia* the Securities subscription arrangements between the Security-holders of the Seller and governance of the affairs of the Seller;

"SLDC" means State Load Despatch Centre established under section 31(1) of the Electricity Act;

"**Term**" shall have the meaning assigned to it in Clause 2.2;

"**Transaction Documents**" include: (a) this Agreement; (b) the SSHA;; and (c) any other agreements agreed to be designated as Transactions Documents by the Parties;

"**Undisputed Amount**" shall mean any amount of an Invoice that has not been disputed by the Consumer within the timeframe or in the manner specified in this Agreement; and

"**Utility**" shall mean the relevant transmission licensee or the distribution company as is applicable or relevant to the context.

1.2 **Interpretation**

1.2.1 Unless contrary to the context, the following rules of interpretation will apply to this Agreement:

(a) all references made in this Agreement to 'Recitals', 'Clauses' and 'Annexure' shall refer respectively to the Recitals of, Clauses of, and Annexures to, this Agreement, and the Recitals and Annexures form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;

(b) the words '**include**' and '**including**' are to be construed without limitation;

(c) headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;

(d) where a word or phrase is defined, other parts of speech, grammatical forms and the cognate variations of that word or phrase shall have corresponding meanings;

(e) words importing the singular shall include plural and vice-versa;

(f) all words (whether gender-specific or gender neutral), shall be deemed to include each of the masculine, feminine and neuter genders;

(g) the expressions '**hereof**', '**herein**', '**hereunder**' and similar expressions shall be construed as references to this Agreement as a whole and not limited to the particular Clause or provision in which the relevant expression appears;

(h) any reference to a person includes any individual, firm, corporation, partnership, company, trust, association, joint venture, government (or agency or political subdivision thereof) or other entity of any kind, whether or not having separate legal personality, and shall include such person's executors, administrators, heirs, legal representatives and permitted successors and assigns;

(i) the '*ejusdem generis*' (of the same kind) rule will not apply to the interpretation of this

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Agreement;

(j) a reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;

(k) a reference to a Law or statutory provision includes, to the extent applicable at any relevant time:

(i) that Law or statutory provision as from time to time consolidated, modified, re-enacted or replaced by any other Law or statutory provision; and

(ii) any subordinate legislation or regulation made under the relevant Law or statutory provision;

(l) references to writing include any mode of reproducing words in a legible and non-transitory form;

(m) references to Rupees and Rs. are references to the lawful currency of India; and

(n) references to 'month', 'monthly', 'year', and 'yearly' and any other references in time shall be construed by reference to the Gregorian calendar.

1.2.2 The Parties acknowledge that this Agreement is a negotiated agreement and, in the event of any dispute over its meaning, interpretation or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for, nor more strongly against, either Party.

2. EFFECTIVENESS AND TERM OF THE AGREEMENT

2.1 All terms and provisions of this Agreement will come into force and become binding upon the Parties on and from the Effective Date.

2.2 Unless terminated earlier in accordance with the provisions of this Agreement or by agreement of the Parties evidenced in writing, this Agreement shall be valid and binding on the Parties for a period of 25 (twenty-five) years from the COD ("**Term**").

2.3 The Parties may agree to extend the Term for such period and on such terms as may be agreed between them. At least 90 (ninety) days before the expiry of the Term, either Party may issue a written notice to the other Party indicating its desire to extend the Term and specifying the proposed extension period and the revised terms and conditions. The receiving Party shall respond to the Party issuing the notice for extension within 30 (thirty) days of receipt indicating whether it agrees to the proposal or not. If the receiving Party fails to respond to the notifying Party or notifies the Party issuing the notice for extension that it does not agree to the proposal, the Term shall expire in accordance with Clause 2.2.

3. CONSTRUCTION, COMMISSIONING, OPERATION AND MAINTENANCE OF THE PROJECT

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3.1 All land and right of way required for development and operation of the Project ("**Project Site**"), shall be owned or leased or licensed by the Seller at its cost and risk. With respect to the lease and licenced land all present and future cost (including rent) shall be borne by the Seller.

3.2 The Seller shall be responsible for the cost and risk of development, construction, and Commissioning of the Project, and of obtaining all Approvals required by it under applicable Laws for development, construction, Commissioning, and operation and maintenance of the Project.

3.3 The Seller shall be responsible for procuring financing for development of the Project, at its sole cost and risk, without any recourse to the Consumer. However, the Consumer agrees and confirms that as a Security-holder of the Seller, it shall, if required by the Lenders, provide all financial information or records to the Lenders and provide all reasonable assistance to the Seller in procuring financing for the Project, both during the financing process and subsequent operations of the Project.

3.4 The Seller shall Commission the Project within 6 (Six) months from the execution of the Transaction Documents ("**SCOD**"). Provided that, in addition to any extension of time claimed by the Seller under Clause 3.5 of this Agreement, the Seller shall be entitled to a grace period of 30 (Thirty) days (**"Grace Period"**) for achieving the Commissioning of the Project. Notwithstanding the above-mentioned, in case the Commissioning of the Project is achieved before the SCOD, the Seller shall inform the Consumer of such Commissioning at least 15 (fifteen) days prior to such anticipated date of Commissioning, in which event the Consumer shall be obligated to off-take the power generated by the Project from such advance date. Immediately upon Commissioning of the Project (but no later than 7 (seven) Business Days after Commissioning), subject to any new government approval the Seller shall inform the Consumer in writing of the Project being Commissioned, and the date of such communication mentioned in such letter shall be deemed to be the commercial operation date of the Project ("**Commercial Operation Date**" or "**COD**").

3.5 **Extension of Time**

3.5.1 Notwithstanding anything contrary contained in this Agreement, the SCOD of the Project will be deemed to be extended on a 'day to day' basis in case the delay in Commissioning is on account of any one or all the following reasons:

(a) due to a Force Majeure Event affecting the Seller/Project;

(b) due to Change in Law affecting the Seller/Project; and

delay caused by reasons attributable to the Consumer, including delay attributable to any default or breach under any Transaction Documents.

3.5.2 Up on the occurrence of any event which entitles the Seller to seek extension of time pursuant to Clause 3.5.1 above, the Seller shall inform the Consumer of the extent of the actual and contemplated delay in Commissioning of the Project beyond the SCOD.

3.6 **Delay Liquidated Damages**

3.6.1 Except as provided in Clause 3.5.1 above and in cases where the delay is due to reasons attributable to the Consumer, Change in Law, Force Majeure or as otherwise provided in this PPA, in case of any delay in the Commissioning of the Project beyond the Grace Period, then the Seller shall, be liable to pay liquidated damages (**"Liquidated Damages"**). Consumer shall be compensated for estimated average supply as per the Schedule to be calculated on the actual number of days of delay @ differential tariff calculated between (a) the Landed Variable Tariff at which the differential energy was procured from the Grid or an Alternate Supply, as the case may be and (b) the Landed Tariff under this Transaction/Arrangement

Notwithstanding anything contrary contained in this Agreement, if the COD of the Project is delayed beyond 6 (six) months from the expiry of the Grace Period, either Party shall have the right to terminate this Agreement for the project capacity by providing a termination notice which will be effective on the date on which such termination notice is issued. It is clarified that neither party shall be liable to pay any Default Termination Payment upon such termination. However, the Parties shall continue to remain liable to pay Liquidated Damages in accordance with the terms of this Agreement.

3.6.2 Notwithstanding anything to the contrary contained under Clause 3.6.1, the Seller shall have the right to procure and supply the Contracted Energy from any source it deems fit, and in such an event the difference between the Landed tariff for the Seller arranged alternate energy and the Landed Tariff shall be to the account of the Seller.

3.6.3 The sums for Liquidated Damages, represent a genuine pre-estimate of the damages likely to be suffered by the Consumer, if the delay occurs and are in the nature of exclusive remedy available to the Consumer.

3.7 **Operations and Maintenance of the Project**

3.7.1 From the COD of the Project, the Seller shall, at its cost, be responsible for operation and maintenance of the Project in accordance with the requirements of applicable Laws.

3.7.2 The Seller shall keep complete and accurate records and all other data as may be required under applicable Laws, concerning the proper administration of this Agreement and the operation, management and maintenance of the Project.

3.8 At all times during the Term, the Seller shall be free to create any Encumbrances over the Project with intimation to the Consumer, the Project Site or over the receivables or rights under this Agreement and/or the Transaction Documents in favour of any third party (including Lenders).

4. SALE AND PURCHASE OBLIGATIONS

4.1 Commencing from the COD and continuing throughout the Term, the Seller shall supply the Contracted Energy at the Delivery Point, and the Consumer shall offtake the Received Energy at the Consumption Point and pay for the entire Delivered Energy which, the Consumer shall offtake up to 100% of the Estimated Generation as per Annexure 1 (*Estimated Generation*) ("**Guaranteed Offtake**").

In case the Consumer offtakes the Received Energy at the Consumption Point which is more than 100% of Contracted Energy, the Consumer shall pay for such excess offtake at the Applicable Tariff.

The Consumer agree and acknowledge that the Seller shall have the right to repower the Project from time to time, to resume the supply of Contracted Energy at reasonable intervals, which may stand reduced by 0.5% (zero point five percent) per annum towards degradation of the Project.

4.2 The Parties agree and acknowledge that the title to and risk of loss of the Contracted Energy shall pass from the Seller to the Consumer at Delivery Point. The Consumer shall pay the Applicable Tariff for the Delivered Energy as per the terms of this Agreement.

4.3 (i) Commencing from the COD and continuing throughout the Term, unless prevented by a Force Majeure Event, the Consumer undertakes to off-take the entire energy generated by the Project up to the Guaranteed Offtake. If the Consumer fails to offtake the entire Delivered Energy during a Contract Year, the Consumer shall compensate the Seller for the shortfall between the Guaranteed Offtake and the actual Delivered Energy at the rate of Applicable Tariff,.

(ii) Provided that, in case the Seller is able to sell this power to alternate buyers at a tariff lower than the Applicable Tariff, then the Consumer shall compensate the Seller only to the extent of difference between the Applicable Tariff and tariff realised from sale to alternative buyer (**Tariff Delta**). .

Apart from the Tariff Delta the Consumer shall also have to pay the applicable banking charges for the unconsumed units in a month. However, it is clarified that as per the prevailing Applicable Law, if the Consumer provides an advance notice by 24th of a month and the Seller sells such energy to an alternate buyer indicating the amount of energy that it will not be able to consume in the specific month, then, banking charges will not be levied on the Consumer on such amount of energy.

4.4 Commencing from the COD and continuing throughout the Term, unless prevented by a Force Majeure Event, the Seller guarantees annual delivery of such minimum 92% (Ninety two Per cent) of the Contracted Energy ("**Assured Delivered Energy**") (calculated at the Delivery Point) during a Contract Year.

Commencing from the COD, if the Delivered Energy in any Contract Year falls below the Assured Delivered Energy, the Seller shall compensate the Consumer for an amount equivalent to the shortfall in supply below the Assured Delivered Energy based on the Savings. It is clarified that the Seller shall have the right to repower the Project capacity, from time to time, to resume the Assured Delivered Energy.

Provided that the Seller shall have the right to procure and supply in the name of the Consumer, the shortfall energy from any source it deems fit, and in such an event the Seller shall compensate the Consumer only to the extent of the difference between the Landed Tariff and the Landed tariff for the Seller arranged alternate energy.

4.5 In the event the Consumer fails to comply with the Captive Requirements, unless such failure is directly caused by a Force Majeure Event or results from a default by the Seller of its obligations under this Agreement, or any default by the Seller under the Transaction Documents, the Consumer shall indemnify and hold harmless the Seller for all losses and costs that the Seller may suffer or incur on account of loss of captive status of the Project under applicable Laws, including from levy of cross-subsidy surcharge, and/or any other levies, duties, charges or penalties that may be imposed on the Seller by the relevant Governmental Authorities/Utilities.

4.6 In the event the Consumer is unable to fulfil its obligations in relation to offtake of Contracted Energy owing to a Business Exigency, the provisions contained in Annexure 3 shall apply.

5. GENERAL OBLIGATIONS AND UNDERTAKINGS OF THE CONSUMER

5.1 Subject to the provisions of this Agreement, and without prejudice to the express obligations otherwise stated in this Agreement, the Consumer hereby agrees to:

(a) fulfil the Captive Requirements and comply with the terms of the SSHA throughout the Term, and shall not dispose, sale, transfer or Encumber its Securities in the Seller, unless in accordance with the terms of the Transaction Documents or any other agreement executed with the Lenders;

(b) maintain the required connection with the Discom with sufficient contract demand and voltage level to offset the Contracted Energy without impacting the agreed offtake obligations to ensure un-interrupted supply from the Project;

(c) provide all required assistance to the Seller in relation to procurement and maintenance of Approvals for development, Commissioning, operation and maintenance of the Project and sale of Contracted Energy, or in relation to the Seller's interactions with the Lenders in order to obtain debt financing for the Project (including by signing documents, undertakings, statements, and letters, providing any required information) and making joint representations with the Seller before Governmental Authorities or the Lenders, as may be required from time to time;

(d) provide and maintain the Payment Security in accordance with the terms of this Agreement;

(e) not prejudice the rights, entitlements or interests of the Seller or other consumers (if applicable) from the Project by its acts or omissions.

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(f) discharge its payment obligations in accordance with Clause 7 of this Agreement.

5.2 Subject to the provisions of this Agreement, and without prejudice to the express obligations otherwise stated in this Agreement, the Seller hereby agrees to:

(a) discharge its obligations in relation to supply of power in accordance with this Agreement in a manner that does not wilfully cause a material adverse effect on the interests of the consumer from the Project;

(b) ensure fulfilment of its obligations with respect to Delay Liquidated Damages, if any, in accordance with clause 3.6 of this Agreement; and

(c) fulfil its responsibility for obtaining and maintaining all necessary permits and Approvals as agreed in this Agreement.

6. METERING

6.1 The Seller shall prior to the COD, at its own cost, install Availability Based Tariff ("**ABT**") complaint Class 0.2S Electricity Meter ("**Main Meter**") at the Delivery Point to measure the Delivered Energy. A check meter should also be installed which should work as a backup and may be used for billing in case Main Meter is not in service. The Seller shall be responsible for the maintenance and repair of the Main Meter and the check meter.

6.2 The Consumer shall be responsible to install, at its cost, a ABT complaint Class 0.2S meter at the Consumption Point. A check meter should also be installed which should work as a backup and may be used for billing in case Main Meter is not in service. The Consumer shall be responsible for the maintenance and repair of the Main Meter and the check meter. For any failure by the Consumer to install such meter within 90 days of the Effective Date, it shall be liable to pay the average Estimated Generation at the Applicable Tariff.

6.4 All meters or the metering device installed by the Parties shall, as to their technical standards, description, accuracy and calibration, comply fully with the requirements of the applicable standards as approved by the Utility and as required by applicable Laws, including the CEA Metering Regulations and the Grid Code. For installation of Main Meters, check meters, meter testing, meter calibration, meter reading and all other incidental matters, the Parties shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 ("**CEA Metering Regulations**"), and the terms of the Grid Code.

6.5 The meters at the Consumption Point shall be read by the personnel of the Utility in the presence of the Consumer's and Seller's authorised personnel. Subject to Clause 7.3.1 below, the Consumer shall be deemed to have received at least such Units of Received Energy at the Consumption Point as is evidenced by a credit in the monthly bill of the Discom.

7. PAYMENT SECURITY, TARIFF AND BILLING

7.1 Payment Security

7.1.1 The Consumer shall maintain an unconditional and irrevocable bank guarantee/ letter of credit

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("**Payment Security**"), in a form and from a scheduled commercial bank acceptable to the Seller, for an amount equal to 1 (one) month average Invoice Amount billing based on monthly average Contracted Energy. The Parties agree that the Payment Security, issued by the Consumer, may be charged/assigned in favour of the Lenders without prior intimation to or approval of the Consumer.

7.1.2 The Payment Security shall be established by the Consumer in favour of the Seller at least 30 (thirty) days prior to the COD of the Project, and all costs relating to opening, maintaining and renewing the Payment Security shall be solely borne by the Consumer. The Payment Security shall be provided by the Consumer to the Seller in a form and from a scheduled commercial bank acceptable to the Seller.

7.1.3 The Payment Security shall be initially valid for a period of 12 (twelve) months from the date of issuance and shall be renewed by the Consumer at least 30 (thirty) days before the date of expiry, failing which the Seller shall have the right to draw upon the Payment Security in up to 100% (hundred percent) of the Payment Security amount.

7.1.4 The Seller shall have the right to draw down the Payment Security in its entirety in the event: (i) Consumer fails to pay the undisputed amount within 15 days from the Due Date; (ii) this Agreement is terminated by the Seller pursuant to Clause 12.2.2, (iii) this Agreement is repudiated or terminated without cause by the Consumer; or (iv) this Agreement is terminated by the Seller pursuant to Clause 7.1.5. All costs relating to opening and maintenance of the Payment Security shall be borne by the Consumer.

7.1.5 If this Agreement is terminated due to a failure of the Consumer to pay any Undisputed Amount by the Due Date, the Seller shall have the right to immediately encash the Payment Security and set off such amount against any amounts due from the Consumer under the Transaction Documents.

7.2 Tariff

7.2.1 During the Term of this Agreement, the Consumer shall pay for the Delivered Energy at the rate of **INR 3.99 per kWh** ("**Applicable Tariff**"), which is exclusive of the taxes, duties, surcharges etc.

7.2.2 All open access charges, including but not limited to transmission charges and losses, wheeling charges and losses, banking charges SLDC charges, Discom operating charges, electricity duty, Taxes, duties, and cess, currently existing or as amended or introduced from time to time due to Change in Law or otherwise, beyond the Delivery Point, shall be borne by the Consumer.

7.3 Invoicing

7.3.1 The Seller shall raise an invoice ("**Invoice**") in respect of the Delivered Energy, grossed up with the applicable transmission and wheeling losses till the Delivery Point, in a calendar month, within a period of 15 (fifteen) days of the next calendar month, indicating the total amount due plus any other amounts due and payable by the Consumer to the Seller in accordance with the terms of this Agreement.

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7.3.2 Invoices shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; (iv) transmitted by email. Delivery of physical copy of Invoice will not be mandatory for processing the payment.

7.4 **Payment Mechanism**

7.4.1 The amount indicated an Invoice shall be paid by the Consumer within 15 (fifteen) days from the date of delivery of the Invoice to the Consumer ("**Due Date**") by electronic fund transfer to the Seller's bank account specified in such Invoice.

7.4.2 Late payment of invoiced amounts will carry an interest rate calculated at the rate of SBI MCLR rate of 1 year + 2% spread per year (**Late Payment Interest**) for the payment of bill beyond the Due Date, calculated on a day-to-day basis. For the purposes of computation of Late Payment Interest, if any, the date of payment shall be the date on which the full amount noted in the Invoice has been credited by the Consumer to the specified bank account of the Seller.

7.4.3 The Consumer hereby agrees to not make any form of set-off or deduction from the amounts payable pursuant to an Invoice, except when such deduction is expressly permitted under this Agreement or required under any applicable Laws. It is agreed that in the event any undisputed amounts are due from the Seller to the Consumer and such amounts are confirmed as such by the Seller in writing, the Consumer shall have the right to withhold payments and set-off such acknowledged and undisputed amounts from the invoice of the immediately succeeding month.

7.5 **Payment Disputes**

7.5.1 If the Consumer disputes any part of the amount due as stated in any Invoice ("**Disputed Amount**"), then it shall pay firstly, all the undisputed amount payable under the Invoice and shall notify the Seller in writing of its disagreement specifying the information set out in Clause 7.5.2 below ("**Invoice Dispute Notice**") before the Due Date of the Invoice. If no dispute is raised by the Consumer before the Due Date of an Invoice, the Invoice shall be deemed to be final and conclusive for all purposes against the Consumer.

7.5.2 Any Invoice Dispute Notice shall be valid only if it sets out the following details:

(a) details of the Disputed Amount in the relevant Invoice;

(b) the Consumer's estimate of the correct amount;

(c) reasons, with valid documentary evidence, if any, for the amount assumed to be incorrectly billed under the relevant Invoice; and

documentary evidence confirming the payment of the Undisputed Amount, if any, of the amount indicated in the Invoice

7.5.3 If the Seller agrees to the claim(s) set out in the Invoice Dispute Notice, then the Seller shall issue a revised Invoice reflecting the correct amount within 3 (three) days of receiving the Invoice Dispute Notice, and if the Consumer has made an excess payment, refund to the Consumer such excess amount within 10 (ten) Business Days of receiving the Invoice Dispute Notice.

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7.5.4 If the Seller does not agree with the claim(s) raised in the Invoice Dispute Notice, it shall, within 10 (ten) days of receiving the Invoice Dispute Notice, furnish a reply to the Consumer, providing:

(a) reasons for its disagreement with the claim raised in the Invoice Dispute Notice;

(b) its calculation of what the correct amount should be; and

(c) all written material in support of its reply/rejection, if any.

7.5.5 Up on receipt of reply of disagreement with the Invoice Dispute Notice, the authorised representative(s) of each Party shall discuss and make best endeavours to amicably resolve such disagreement, and if the Parties are unable to resolve such disagreement amicably within 15 (fifteen) days of receipt of reply of disagreement with the Invoice Dispute Notice, then the provisions of Clause 18 (*Dispute Resolution*) shall apply. If the dispute is resolved pursuant to this Clause 7.5.5 and the Seller is found to have overcharged and the Consumer overpaid, then, the Seller shall return the overpaid amount, with the Late Payment Interest for the period the Seller retained such overpaid amount. However, if upon such resolution, it is found that the Consumer is required to pay the concerned Disputed Amount, then, it shall pay to the Seller, the Disputed Amount along with the Late Payment Interest for the period from the Due Date of such Disputed Amount till the date of its actual payment. All payments of the amounts payable under this Clause 7.5.5 shall be payable within 5 (five) days of the resolution of the dispute.

7.6 **Minimum Guaranteed Savings**

7.6.1 The Seller acknowledges that the Consumer is entering into this arrangement for procurement of power from the Project basis certain assured savings, i.e., that the minimum difference between the variable tariff payable to the Discom and the Landed Tariff shall at all times during the Term be at least INR 0.35 (zero point thirty five) /kWh (**Minimum Guaranteed Savings**).

7.6.2 If the Minimum Guaranteed Savings is not maintained at any time during the Term of this Agreement, the Seller shall, upon the written request of the Consumer, be required to reduce the Applicable Tariff to such maximum tariff at which the Minimum Guaranteed Savings are maintained (**Threshold Tariff**). If the Seller fails or refuses to supply electricity at the Threshold Tariff, the Consumer will have the right to terminate the Agreement by providing a 3 (three) months' notice without any liability of the Seller to pay any termination compensation as provided under this Agreement.

7.6.3 In the event the Seller, at any point during the term of this Agreement, lowers the Applicable Tariff pursuant to Clause 7.6.2 to maintain the Minimum Guaranteed Savings, such lowered tariff shall be deemed to be the Applicable Tariff until increased by the Seller and upon such increase, the increased tariff shall be the Applicable Tariff.

7.6.4 In the event the Consumer's savings becomes higher than the Minimum Guaranteed Savings, the Seller shall be entitled to increase the tariff from the ensuing invoice cycle (while maintaining the Minimum Guaranteed Savings) to recover the loss of revenue for the period where the Applicable Tariff was lowered.

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8. LOCK-IN PERIOD

8.1 The Seller shall be obligated to ensure the supply of power in accordance with the terms outlined in this Agreement throughout the duration of this Agreement. The Parties agree that this Agreement shall have a lock-in period of **10 (ten)** years from the COD to secure the Seller's revenue and interest (**"Lock-in-Period"**).

8.2 The Parties agree that, after expiry of the Lock-in-Period, the Agreement may be terminated by either Party for convenience by giving 12 (twelve) months' prior written notice or till the time the Seller finds an alternate consumer for the contracted capacity whichever is earlier in accordance with Clause 12.2.3 of this Agreement. The Parties agree that during this 12 (twelve) month notice period, both the Parties shall continue to perform their respective obligations as per the terms of this Agreement.

8.3 In case either party doesn't terminate the Agreement in accordance with clause 8.2, then this Agreement shall be deemed to continued till the Term of this Agreement.

9. SCHEDULED MAINTAINENCE OF SELLER

9.1 The Seller shall give the Consumer at least 5 (five) Business Days' prior notice of any shutdown of the Project for scheduled maintenance. Notwithstanding anything contained in this Agreement, the Seller shall have no obligation to supply any Electricity to the Consumer during the period of scheduled maintenance of the Project. Further, the Consumer agrees that the Seller shall not be liable to the Consumer, in any manner whatsoever, for any compensation or damages or any other loss (including loss of revenue, loss of profit or loss of business), expenditure, charge, or costs on account of such shut down of the Project on account of scheduled maintenance.

10. EVACUATION OF POWER

10.1 The Seller shall be responsible for obtaining and maintaining all necessary permits and Approvals, long term/medium term/short term open access, as required, for delivering energy from the Project up to the Delivery Point.

10.2 The Seller and the Consumer shall enter into specified transmission and/or wheeling arrangement(s) with the relevant Governmental Authority or Utility (as may be required) for transmission/wheeling of power from the Delivery Point to the Consumption Point. Any cost incurred for obtaining the required approvals shall be borne by the Seller.

11. EVENTS OF DEFAULT

11.1 Seller Events of Default

11.1.1 The occurrence of any of the following events, shall constitute an event of default by the Seller (**"Seller Event of Default"**), unless such an event occurs due to, as a result of, or is attributable to a Consumer's Event of Default or a Force Majeure Event:

(a) Suffers from an Insolvency Event; or

(b) Termination of the energy wheeling and banking agreement for reasons solely attributable to the Seller;

(c) The failure of the Seller to supply any amount of Electricity to the Consumer for a continuous period of 180 (one hundred and eighty) days in a Contract Year, unless such an event occurs as a result of a Force Majeure Event or default of the Consumer; or

(d) The Seller terminates or repudiates the Agreement during the Lock-in-Period in accordance with Clause 8; or

(e) The Seller is in Material Breach of its other material obligations under this Agreement, which is incapable of being rectified, or is not cured within a period of 90 (ninety) days from the date of notice of such breach issued to the Seller by the Consumer.

11.1.2 Upon the occurrence of any Seller Event of Default, the Consumer shall have the right to deliver a written default notice ("**Seller Default Notice**") to the Seller, specifying in reasonable detail, the Seller's Event of Default giving rise to Seller Default Notice, and calling upon the Seller to remedy the same within a period of 60 (sixty) days ("**Seller Cure Period**") from the date of issuance of the Seller Default Notice.

11.2 **Consumer Event of Default**

11.2.1 The occurrence of any of the following events at any time during the Term, shall constitute an event of default by the Consumer ("**Consumer Event of Default**") unless such an event occurs as a result of a Seller Event of Default or due to a Force Majeure Event:

(a) In the event of liquidation of the Consumer;; or

(b) Non-payment of any undisputed, Invoice or amount due under this Agreement or any Transaction Documents within the Due Date;

(c) Failure to provide, maintain or renew the Payment Security in accordance with the terms of this Agreement

(d) The Consumer fails to maintain the require connection with the grid and load to off-take power under the Agreement and metering arrangement as per the applicable Law;

(e) The Consumer terminates or repudiates the Agreement during the Lock-in-Period in accordance with Clause 8;

(f) The wheeling and banking agreement and/ or open access permission is terminated by the relevant Governmental Authority for reasons attributable to the Consumer; or

(g) The Consumer is in Material Breach of its obligations under this Agreement and the Transaction Documents, which is incapable of being rectified, or is not cured within a period of 30 (thirty) days from the date of notice of such breach issued by the Seller to the Consumer.

11.2.2 Up on the occurrence of any Consumer Event of Default, the Seller shall have the right to deliver a written default notice ("**Consumer Default Notice**") to the Consumer, specifying in reasonable detail, the Consumer Event of Default giving rise to Consumer Default Notice, and calling upon the Consumer to remedy the same within a period of 60 (sixty) days (**"Consumer Cure Period**") from the date of receipt of the Consumer Default Notice.

12. TERMINATION

12.1 Termination for Seller Event of Default

12.1.1 Unless the Parties have agreed otherwise or the Seller Event of Default giving rise to the Seller Default Notice has been remedied by the Seller within the Seller Cure Period, any time after the expiry of the Seller Cure Period, the Consumer shall have the right (but not the obligation) to terminate this Agreement by serving a written notice ("**Consumer's Termination Notice**") to the Seller and this Agreement shall stand terminated as per the date mentioned in the Consumer's Termination Notice.

12.1.2 Up on termination of this Agreement pursuant to Clause 12.1.1 above, the Seller shall be required to pay to the Consumer, as liquidated damages, the following ("**Consumer's Termination Compensation**").

(a) for the period from the Effective Date to the 5th (fifth) year of the Term- the Differential Tariff in the Contract Year in which this Agreement is terminated multiplied by the Contracted Energy in units (kWh) for a period of 18 (eighteen) months;

(b) between 6th (sixth) to 10th (tenth) year of the Term, the Differential Tariff in the Contract Year in which this Agreement is terminated multiplied by Contracted Energy in units (kWh) for a period of 12 (twelve) months;

Where the 'Differential Tariff' shall mean the difference between the Landed Tariff under this Agreement and the variable retail tariff of Discom then applicable, subject to a cap of Applicable Tariff.

12.1.3 Up on termination of this Agreement pursuant to Clause 12.1.1 above, the Seller shall release the Payment Security to the Consumer and pay the Consumer's Termination Compensation within 60 days from the date of termination(if applicable, after setting-off any Undisputed Amounts and all other amounts due and payable by the Consumer under any Transaction Documents) and the Parties shall stand discharged of all their obligations (save for those that will survive by virtue of Clause 19.10 (*Survival*)).

12.2 Termination for Consumer Event of Default

12.2.1 Unless the Parties have agreed otherwise or the Consumer Event of Default giving rise to the Consumer Default Notice has been remedied by the Consumer within the Consumer Cure Period, at any time after the expiry of the Consumer Cure Period, the Seller shall have the right (but not the obligation) to terminate this Agreement by serving a written notice ("**Seller's Termination Notice**") to the Consumer, and this Agreement shall stand terminated as per the date mentioned in the Seller's Termination Notice.

12.2.2 Up on termination of this Agreement pursuant to Clause 12.2.1, the Consumer shall be required to pay to the Seller as termination payment ("**Seller Termination Payment**"). The Seller Termination Payment shall be equivalent to the product of

(a) for the period from the Effective Date to the 5th (fifth) year of the Term, the Applicable Tariff multiplied by the Contracted Energy in units (kWh) for a period of 18 (eighteen) months;

(b) between 6th (sixth) to 10th (tenth) year of the Term, the Applicable Tariff multiplied by the Contracted Energy in units (kWh) for a period of 12 (twelve) months;

12.2.3 Notwithstanding anything contained in this Agreement, the Parties agree that post the expiry of the Lock-in-Period, in case there is no event of default committed by either Party, either Party may terminate the Agreement for convenience by giving a 12 (Twelve)months' notice period to the other Party. In such case, no termination compensation shall be paid by either of the Parties.

12.2.4 In the event this Agreement is terminated by the Seller pursuant to Clause 12.2.1 above or upon termination of this Agreement for convenience after expiry of the Lock-in Period, on the date of termination of this Agreement (if the date of termination is not a Business Day, then within 30 (thirty) days, the Consumer shall be required to pay all amounts due to the Seller under this Agreement and the Transaction Documents.

12.2.5 Upon termination of this Agreement pursuant to Clause 12.2.1 above, the Consumer shall pay the Seller's Termination Compensation within 60 (sixty) days from the date of termination of this Agreement. Up on receipt by the Seller of all amounts payable to it by the Consumer under this Agreement plus the Default Termination Payment, if applicable, and receipt of a no-claim certificate from the Consumer in the format set out under Annexure 2 (*No-Claim Certificate*) of this Agreement, the Seller shall immediately release the Payment Security. If the Consumer fails to pay all amounts payable to the Seller under this Agreement and the Transaction Documents plus the Default Termination Payment on the date of termination of this Agreement pursuant to Clause 12.2.1, the Seller shall have the right to encash the Payment Security and adjust such amount against all amounts payable by the Consumer to the Seller and the balance retained amount, if any, shall be returned to the Consumer after the Consumer issues a no-claim certificate to the Seller.

13. FORCE MAJEURE

13.1 Force Majeure Event

13.1.1 For the purpose of this Agreement, the term "**Force Majeure Event**" shall mean any event or circumstance or combination of events those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care, and shall include but not limited to the following events mentioned below:

(a) act of God including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, tornado, tsunami, typhoon, pandemic or epidemic, natural disasters or similar cataclysmic event;

(b) act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, lock-down or curfew, revolution, riot, insurrection, civil unrest, criminal damage, sabotage, terrorist attack or military action, within Republic of India or involving Republic of India;

(c) radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Project by the Affected Party or those employed or engaged by the Affected Party;

(d) acts of rebellion, riot, civil commotion, strikes of a political nature, act or campaign of terrorism, or sabotage of a political nature or industry-wide strikes and labour disturbances having a nationwide impact in India or impact at state level where Project is situated;

(f) any curtailment, grid disruption, suspension or non-availability of transmission capacity or grant/delay of open access by the Discom, SLDC, RLDC or any other relevant Governmental Authority;

(g) any restriction imposed by any relevant State Government on supply of power under this Agreement; and

(h) Non availability/delay in grant of open access/consent by importing/exporting state government or government authority, SLDC, RLDC or any distribution or transmission licensee or any other critical approval required for the continuous operation of the project.

13.1.2 **Force Majeure Exclusions**

Force Majeure Event shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

(a) Strikes at the facilities of the Affected Party; and

(b) Non-performance caused by, or, connected with the Affected Party's:

(i) Negligent or intentional acts, errors or omissions;

(ii) Failure to comply with an Indian Law; or

(iii) Breach of, or default under this Agreement.

13.1.3 Non-performance by the Parties of any of its obligations under this Agreement, shall be excused during the time and to the extent that performance is prevented, wholly or in part, by a Force

Majeure event or its affects.

13.1.4 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than 7 (seven) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than 1 (one) day after such reinstatement.

13.1.5 Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Agreement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.

13.1.6 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

13.2 **Consequences of Force Majeure Event**

13.2.1 The Parties shall not be responsible or liable for failure to perform its obligations under this Agreement, if such failure is due to a Force Majeure Event, provided that a Force Majeure Event shall not release the Parties of its obligations to perform any other obligations, which are unaffected by such continuing Force Majeure Event or obligation of the Consumer to make payments to the Seller under this Agreement. Notwithstanding anything else contained in this Agreement, the Parties agree and acknowledge that in case the Force Majeure Event continues for a continuous period of more than 365 (three hundred and sixty five) days, either Party may terminate this Agreement with no further consequences.

14. **CHANGE IN LAW**

14.1 Change in Law for the purposes of this Agreement shall mean the occurrence of any of the following events after the Effective Date ("**Change in Law**"):

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

(b) a change in interpretation of any Applicable Law by any Indian Governmental Authority having the legal power to interpret or apply such Applicable Law, or any Competent Court of Law;

(c) the imposition of a requirement for obtaining any consents, clearances and permits which was not required earlier;

(d) change in the terms and conditions prescribed for obtaining any consents, approvals, clearance, permit or the inclusion of any new terms or conditions for obtaining such consents, clearances and permits; which results in any change in any cost of or revenue from the business of generating and selling electricity by the Seller under the terms of this Agreement; or

(e) any change in tax or introduction of any tax made applicable for supply of power by the Seller as per the terms of this Agreement.

but shall not include (i) any change in any withholding tax on income or dividends distributed to the Security-holders of the Seller, or (ii) any change on account of regulatory measures by the appropriate commission.

14.2 If there is any Change in Law affecting the Project, the Seller shall notify the Consumer in writing describing in reasonable detail the events constituting Change in Law and the impact it has or would have on the Seller's financials or revenues from the Project.

14.3 In case of the Change in Law the Consumer shall allow such increase in the Applicable Tariff and for such period as would sufficiently compensate the Seller for the effects caused by the Change in Law and it shall be bound by it henceforth. In the event the Seller does not agree with the Consumer in relation such compensation, it can refer the matter as a dispute under Clause 18 (*Dispute Resolution*). Notwithstanding the foregoing, in the event that the Seller, in its sole discretion, determines that the Change in Law has or would have a significant adverse impact on the revenues of the Seller from the Project such that the Project shall become financially unviable upon occurrence of such Change in Law, then the Seller shall have the right to forthwith terminate this Agreement after giving a prior written notice of 30 (thirty) days to the Consumer in which case, the Consumer shall have the obligation to pay the Termination Compensation and the Seller shall have the right to invoke the Payment Security.

14.4 Any Change in Law resulting in any increase in costs, charges, cess or levies set out in Clause 14 and 7.2.2 shall be solely to the account of the Consumer.

14.5 In the event the Change in Law affects the Captive Requirements, the Parties shall jointly take necessary steps to restructure the existing arrangement under the Transaction Documents in order to comply with such Change in Law and to retain the captive status of the Project on the basis of the existing commercial understanding between the Parties. In the event that the Parties fail to restructure the existing arrangement as required under this Clause 14.5 within 30 (thirty) days of the occurrence of the Change in Law event, the Seller shall have the right to forthwith terminate this Agreement in which case, the Consumer shall have the obligation to pay the Termination Compensation and the Seller shall have the right to invoke the Payment Security.

14.6 <u>Minimum Guaranteed Savings</u>: Notwithstanding anything contained in this Agreement, if owing to a Change in Law: (i) the Minimum Guaranteed Savings is breached; or (ii) the Seller, requires the Applicable Tariff to be increased beyond the Threshold Tariff, the Consumer may refuse such increase in Applicable Tariff.

In case the Consumer refuses, it shall request the Seller to restrict the increase in tariff to the Threshold Tariff. In the event the Seller agrees to the Consumer's request under this Clause 14.6, it shall be permitted to recover the losses in accordance with Clause 7.6.4.

However, if the Seller rejects the request to maintain the tariff to the Threshold Tariff under this Clause 14.6, the Consumer shall have the right to terminate the Agreement after giving 3 (three) months' prior written notice to the Seller, upon the expiry of which this Agreement shall stand terminated and no Default Termination Payment shall be payable.

15. INDEMNIFICATION

15.1 Each Party ("**Indemnifying Party**") hereby agrees to defend, indemnify and hold harmless the other Party, its officers, directors, agents and employees (collectively the "**Indemnified Party**") from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses (including reasonable legal expenses), suits, actions and damages to the Indemnified Party (collectively the "**Claims**") arising by reason of an act of gross negligence or wilful misconduct of the Indemnifying Party, or by an officer, director, sub-contractor, agent or employee of the Indemnifying Party except to the extent such Claim(s) is attributable to wilful misconduct or gross negligence of, or breach of this Agreement or applicable Law(s) by the Indemnified Party.

16. REPRESENTATIONS AND WARRANTIES

16.1 Each Party hereby represents and warrants to the other Party that:

(a) it is duly organised, validly existing and in good standing under the applicable Laws;

(b) it has all requisite power and authority to enter into this Agreement, to perform its obligations herein and to consummate the transactions contemplated hereby, all in accordance with applicable Laws and this Agreement;

(c) the execution and delivery of this Agreement and the performance of its obligations herein, have been duly authorised by all necessary consents, approvals, clearance, and permits , as required under applicable Laws;

(d) this Agreement constitutes a legal, valid and binding obligation on it, and is enforceable against it in accordance with its terms and applicable Laws;

(e) except the Approvals already obtained or applied for, no other Approval is required in connection with the due authorisation, execution and delivery of this Agreement by it or the performance of its obligations hereunder;

(f) neither the execution and delivery of this Agreement by it nor compliance by it with any of the terms and provisions of this Agreement, conflicts with, breaches or contravenes the provisions of its constitutional documents or any other binding agreement/document or any applicable Law; and

(g) there are no court orders, actions, suits or proceedings at law or in equity by or before any Governmental Authority, arbitral tribunal or other body, or threatened against or affecting it or brought or asserted by it in any court or before any arbitrator of any kind or before or by any Governmental Authority that could reasonably be expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement, or the validity or enforceability of this Agreement.

17. GOVERNING LAW AND JURISDICTION

17.1 Governing Law

This Agreement shall be interpreted, construed and governed by the Laws of India.

17.2 Jurisdiction

Subject to the provisions of Clause 18 *(Dispute Resolution)*, the Parties submit to the exclusive jurisdiction of the courts at New Delhi.

18. DISPUTE RESOLUTION

18.1 Amicable Settlement

18.1.1 Any dispute, differences or disagreement (collectively, the "**Dispute**") between the Parties arising out of or in connection with this Agreement, shall, in the first attempt, be sought to be settled through mutual negotiation at the management level of the Parties.

18.1.2 The disputing Party shall refer the Dispute to the management of the other Party, upon receipt of which reference, the management of the Parties shall meet within 7 (seven) days thereof, with an objective to amicably settle the Dispute.

18.1.3 In order to amicably settle the Dispute, the management of the Parties may seek the assistance of any independent mediator, conciliator or industry expert.

18.1.4 If no amicable settlement could be reached between the Parties within 30 (thirty) days of the reference of the Dispute, then, the Dispute shall be resolved by way of final and binding arbitration, as per Clause 18.2 (*Arbitration*) below.

18.2 Arbitration

18.2.1 After the expiry of the period prescribed in Clause 18.1.4 above, any Party may refer the Dispute, by notice in writing to the other Party ("**Notice of Arbitration**"), to arbitration to be finally resolved in the manner set out in this Clause 18.2 (*Arbitration*), and the rights and obligations of the Parties shall remain in full force and effect pending the award in such arbitration proceedings.

18.2.2 If a Dispute is referred to arbitration by any Party, such Dispute shall be resolved by a sole arbitrator, jointly appointed by the Parties within 7 (seven) Business Days.

18.2.3 The seat of the arbitration shall be New Delhi. The language of the arbitration shall be English. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996.

18.2.4 The arbitration award shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly.

18.2.5 The arbitrator may award costs and expenses (including fees of its counsel) to a Party that substantially prevails on the merits.

18.2.6 Without prejudice to and subject to the indemnification provisions in this Agreement, the Parties shall equally bear the costs incurred in the arbitration unless otherwise awarded or fixed by the arbitrators.

18.2.7 The Parties shall co-operate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced pursuant to this Agreement.

19. MISCELLANEOUS

19.1 Notices

19.1.1 Any notice pursuant to this Agreement, shall be in writing signed by (or by some person duly authorised by) the person giving it and may be served by leaving it or sending it by e-mail, facsimile, prepaid recorded delivery or registered post addressed as follows (or to such other address as shall have been duly notified in accordance with this Clause 19.1):

If to the Consumer, at:

Kind Attn.: Mr. Sunil Mundra
Designation: Manging Director
Address: Trident Towers, 4th floor, 100feet road, Jayanagar, Bangalore, 560011.
Tel. No.: 080-26561571
E-mail id: sunil@naturalcapsules.com

If to the Seller, at:

Kind Attn.: Mr. Kiran Kumar Perka
Designation: Head-Open Access (C&I)
Address: 8th Floor, DLF Square, JC Marg,Sector-25, Gurugram, Haryana.122002
Tel. No.: +91-9967593969
E-mail id: kiran.perka@o2power.in

19.1.2 All notices given in accordance with this Clause, shall be deemed to have been served as below:

(a) if delivered by hand, postage (including registered post) or courier, at the time of delivery;

(b) if communicated by e-mail, on successful receipt of the same.

19.1.3 A notice or other communication received on a day other than a Business Day, or after business hours in the place of receipt shall be deemed to be given on the next following Business Day in such place.

19.2 Confidentiality

19.2.1 All non-public information (including the terms of this Agreement) and in particular, any information provided by either Party to the other or which is identified by the disclosing Party,

O2 RENEWABLE ENERGY VIII PRIVATE LIMITED

NATURAL CAPSULES LIMITED

in writing, as confidential or proprietary information, shall be treated in a confidential manner and shall not be disclosed to any third party without the prior written consent of the non-disclosing Party, which consent shall not be unreasonably withheld.

19.2.2 Notwithstanding the above, this Clause 19.2 (*Confidentiality*) and the restrictions herein contained shall not apply to any information, which is:

(a) required to be disclosed pursuant to state or central law, an order or requirements of a regulatory body or a court, after 5 (five) days' notice of such intended disclosure, is given by the disclosing Party to the non-disclosing Party, or if 5 (five) days' notice is not feasible, then such shorter notice as is feasible;

(b) disclosed by a Party to its Affiliate, or in connection with an assignment permitted under this Agreement or to its officers, employees, agents, financiers, advisors, contractors, agents who need to have access to such information for the proper performance of their activities; or

(c) is, as of the time of disclosure, public knowledge without the fault of the disclosing Party.

19.3 **Limitation of Liability**

No Party shall be liable to the other Party for any consequential, indirect or special damage or loss of profit, revenue or goodwill, whether arising in tort, contract or otherwise, by reason of this Agreement or otherwise.

19.4 **Assignment**

19.4.1 The Parties agree that, except as provided in Clause 19.4.2, neither Party shall novate, assign or transfer its rights, title, interests, obligations under this Agreement, in whole or in part, to any person without the prior written consent of the other Party.

19.4.2 The Seller may, without prior consent of the Consumer, assign its rights, entitlements, interests and benefits and transfer its obligations under this Agreement or create an Encumbrance on the Project or the Project Site by way of security in favour of its Lenders, Lender trustees, Lender agents and/or create a right of step-in/substitution in their favour/ sign documents including agreements with Lenders to this effect.

19.5 **Waiver**

Any failure on the part of a Party to exercise, and any delay in exercising, not exceeding the limitation period under applicable Law, any right hereunder shall not operate as a waiver. No waiver by a Party of any right hereunder with respect to any matter or default arising in connection with this Agreement shall be considered a waiver with respect to any subsequent matter or default.

19.6 **Entire Agreement**

19.6.1 This Agreement constitutes the entire agreement between the Parties, concerning the subject matter hereof.

O2 RENEWABLE ENERGY VIII PRIVATE LIMITED

NATURAL CAPSULES LIMITED

19.6.2 All previous documents, undertakings, and agreements, whether oral, written, or otherwise, between the Parties concerning the subject matter hereof are hereby cancelled and shall be of no further force or effect and shall not affect or modify any of the terms or obligations set forth in this Agreement, except as the same may be made part of this Agreement in accordance with its terms.

19.7 Binding Effect and Severability

19.7.1 All terms and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the legal representatives and permitted assigns of the Parties.

19.7.2 The Parties agree that if any provision of this Agreement is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not, in any way, be affected or impaired.

19.7.3 Notwithstanding the foregoing, the Parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision so found to be void or unenforceable.

19.8 Further Acts and Assurances

Each Party hereby agrees to execute and deliver all such further agreements, documents and instruments, and to do and perform all such further acts and things, as shall be necessary or convenient to carry out the provisions of this Agreement and to consummate the transactions contemplated in this Agreement.

19.9 Amendment

This Agreement shall not be amended, changed, altered, or modified except by a way of a written instrument duly executed by the authorised representatives of the Parties.

19.10 Survival

The provisions of Clause 1 (*Definitions and Interpretation*), Clause 15 (*Indemnification*), Clause 16 (*Representations and Warranties*), Clause 17 (*Governing Law and Jurisdiction*), Clause 18 (*Dispute Resolution*) and Clause 19 (*Miscellaneous*) shall survive the determination or termination of this Agreement.

19.11 Stamp Duty and Registration Costs

The Seller shall bear any charges on account of stamping or registration of this Agreement and/or any other related agreements that may be applicable and is levied by the concerned authorities on registration of this Agreement or any of the related agreements.

19.12 Environmental & Green Attributes

The Consumer shall be entitled to the Renewable Energy Certificates as defined under CERC regulations or any other green energy credits or carbon credits related to the Electricity generated from the Project against environmental attributes. Any costs required to be incurred for claiming such environmental and green attributes shall be borne by the Consumer.

[*Signature Page Follows*]

SIGNATURE PAGE

AS WITNESS this Agreement has been signed by the Parties (or their duly authorised representatives) on the date stated at the beginning of this Agreement.

SIGNED AND DELIVERED BY	)	
	)	
as authorised representative on behalf of	)	O2 RENEWABLE ENERGY VIII PRIVATE LIMITED
For **the Seller**	)	
in the presence of:	)	....
		Authorised Signatory

SIGNED AND DELIVERED BY	)	
	)	
as authorised representative on behalf of	)	
For **the Consumer**		For Natural Capsules Limited
in the presence of:	)	Authorised Signatory ....
		Authorised Signatory

ANNEXURE 1
ESTIMATED GENERATION

Year	Estimated Generation (kWh)
Year 1	1,25,51,586
Year 2	1,24,88,828
Year 3	1,24,26,384
Year 4	1,23,64,252
Year 5	1,23,02,431
Year 6	1,22,40,919
Year 7	1,21,79,714
Year 8	1,21,18,815
Year 9	1,20,58,221
Year 10	1,19,97,930
Year 11	1,19,37,941
Year 12	1,18,78,251
Year 13	1,18,18,860
Year 14	1,17,59,765
Year 15	1,17,00,967
Year 16	1,16,42,462
Year 17	1,15,84,249
Year 18	1,15,26,328
Year 19	1,14,68,696
Year 20	1,14,11,353
Year 21	1,13,54,296
Year 22	1,12,97,525
Year 23	1,12,41,037
Year 24	1,11,84,832
Year 25	1,11,28,908

O2 RENEWABLE ENERGY VIII PRIVATE LIMITED

NATURAL CAPSULES LIMITED

ANNEXURE 2
NO-CLAIM CERTIFICATE

To,

Date:

O2 Renewable Energy VIII Private Limited,

8th Floor DLF Square. DLF Phase 2, Gurugram 122002

Sub: No-claim certificate

Dear Sir,

Pursuant to Clause 12.2.5 of the power purchase agreement ("**PPA**") entered into between Natural Capsules Ltd. ("**Consumer**") and O2 Renewable Energy VIII Private Limited ("**Seller**"), we, the Consumer, hereby undertake and confirm that the Consumer does not have any outstanding dues and claims against the Seller under the PPA.

Yours sincerely,

For Natural Capsules Limited

For Natural Capsules Ltd.

……………………

(Authorised Signatory)

Authorised Signatory

O2 RENEWABLE ENERGY VIII PRIVATE LIMITED

Landed Tariff and Savings

Parameter	Unit	Natural Capsules
Solar in MW AC		5.33
Solar in MW DC	MWp	7.20
Generated Units	KWh	**1,25,43,483**
Base Tariff at generation Ex-bus	**Rs./kWh**	**3.99**
Transmission Loss	2.82%	0.11
Wheeling loss	2.93%	0.12
CSS (HT-2a(ii))	2.08	0.00
Additional Surcharge	35 paisa	0.00
Transmission charges	163031/MW/month	0.83
Wheeling charges (BESCOM)	0.33	0.33
Banking Charges*	8%	0.00
Electricity Duty	0.20	0.20
SLDC charges	Rs.40.34/MW/month	0.00
Landed cost	**Rs./kWh**	**5.58**
Discom Variable Tariff*	Rs./kWh	**7.02**
Savings	**Rs./kWh**	**1.44**
Energy available at drawl point	**kWh**	**1,18,22,233**
Savings on energy available at drawl point	Rs/Annum	**1,70,12,100**
Equity Investment	Rs	**2,73,00,000**

RENEWABLE ENERGY VIII PRIVATE LIMITED 02

NATURAL CAPSULES LIMITED

Annexure 3

Business Exigency

A. **.BUSINESS EXIGENCY**

A.1 Upon anticipation of occurrence of any Business Exigency, the Consumer may issue a written notice (**"Business Exigency Notice"**) to the Seller, specifying in reasonable detail, the circumstances that may result in Business Exigency.

A.2 The Business Exigency Notice shall contain the following:

(i) date of the triggering of Business Exigency (**Trigger Date**);

(ii) percentage of Contracted Energy to be reduced (**Requested Reduction**), which shall necessarily be in the range of 20%-49% (**Permitted Range**); and

(iii) the time period for which the Consumer seeks application of special provisions contained in A.3 which shall in no case exceed 12 (twelve) calendar months from the Trigger Date (**Exigency Period**).

A.3 **Special Provisions during Exigency Period**

(i) Upon issuance of the Business Exigency Notice, the Parties shall ascertain the contracted energy applicable during the Exigency Period which shall be the Contracted Energy adjusted to the Requested Reduction (**Exigency Period Contracted Energy**) and the balance contracted energy shall be referred to as the **Suspended Capacity**.

(ii) From the Trigger Date and until the expiry of the Exigency Period, so long the Consumer continues to offtake the Exigency Period Contracted Energy, its inability to offtake the Suspended Capacity shall not be an event of default under the Agreement.

(iii) During the Exigency Period the Seller will take all steps to secure sale of the Suspended Capacity including sale of power under non-captive route and the Consumer undertakes to take all actions required to facilitate such a transaction without affecting the captive status of the Project.

(iv) The Consumer will be obligated to pay to the Seller an amount equivalent to the Tariff Delta with respect to the Suspended Capacity subject to the cap of INR 1.00/unit.

Tariff Delta shall be the difference between the PPA Tariff, and the tariff realized for the Suspended Capacity.

(v) Except as otherwise provided in this Clause A, all terms applicable to Contracted Energy under this Agreement shall apply mutatis mutandis to Exigency Period Contracted Energy for the period it subsists.

(vi) At any time prior to the expiry of the Exigency Period, the Consumer shall have the right to revoke the Business Exigency Notice to resume offtake of the Suspended Capacity and restore the obligations with respect to the Contracted Energy. In the event the Consumer is unable to restore within the Exigency Period, the Parties shall mutually agree on the way forward.

A.4 **Business Exigency beyond the Permitted Range**

(i) Any Business Exigency resulting in a reduction in load of less than 20% of the Contracted Energy shall not be entitled to any relief under this Clause A.

(ii) Unless otherwise agreed between the Parties, any Business Exigency (i) resulting in a reduction in load of more than 49% of the Contracted Energy; or (ii) continues beyond 12 months, shall be deemed to be an event of default by the Consumer.

(iii) Any Business Exigency Notice beyond the permitted range of 20%-49% may not be issued by the Consumer and if issued, shall be deemed to be invalid.

A.5 In the event the Consumer fails to comply with the Captive Requirements, then the Consumer will indemnify and hold harmless the Seller for all losses and costs that the Seller may suffer or incur on account of loss of captive status of the project under Applicable Laws.

A.6 The Parties agree that during the pendency of the Business Exigency Notice issued under this Clause A, the Parties shall continue to comply with the Agreement.

O2 RENEWABLE ENERGY VIII PRIVATE LIMITED

NATURAL CAPSULES LIMITED

SECURITY SUBSCRIPTION AND SHAREHOLDERS' AGREEMENT

BY AND BETWEEN

O2 ENERGY SG PTE LIMITED

(*As the Promoter*)

AND

NATURAL CAPSULES LTD

(*As the User Shareholder*)

AND

O2 RENEWABLE ENERGY VIII PRIVATE LIMITED

(*As the Company*)

NATURAL CAPSULES LIMITED

O2 RENEWABLE ENERGY VIII PRIVATE LIMITED

O2 ENERGY SG PTE. LTD.
Co. Reg. No. 202121021C

सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.	:	IN-KA63125088626748V
Certificate Issued Date	:	22-Aug-2023 12:11 PM
Account Reference	:	NONACC (FI)/ kaksfcl08/ R T NAGAR/ KA-GN
Unique Doc. Reference	:	SUBIN-KAKAKSFCL0800790933538498V
Purchased by	:	02 RENEWABLE ENERGY VIII PRIVATE LIMITED
Description of Document	:	Article 12 Bond
Description	:	SECURITY SUBSCRIPTION AND SHAREHOLDING AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	02 RENEWABLE ENERGY VIII PRIVATE LIMITED
Second Party	:	NATURAL CAPSULES LIMITED
Stamp Duty Paid By	:	02 RENEWABLE ENERGY VIII PRIVATE LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

For Dr Hegde Credit Souharda Sahakari Ltd.
R. T. Nagar Bengaluru

Authorised Signatory

Please write or type below this line

SECURITY SUBSCRIPTION AND SHAREHOLDERS' AGREEMENT

This Security Subscription and Shareholders' Agreement ("**Agreement**") is executed at Bangalore on this 28th day of September'2023 ("**Execution Date**"):

BY AND AMONGST:

O2 ENERGY SG PTE LIMITED, a company incorporated under the laws of Singapore, bearing

UEN. No. 202121021Cs, and having its registered office at 12 Marina View #11-01 Asia Square Tower 2 Singapore (018961) (the "**Promoter**"), including its successors and permitted assigns;

AND

Natural Capsules Limited, a company incorporated under the Companies Act, 1956/2013 (CIN: L85110KA1993PLC014742), having its registered office at Trident Towers, 4th Floor (level 3), No. 23, 100 Feet Road, Jaynagar II Block, Bengaluru, Bangalore, Karnataka - 560011 (the "User Shareholder"), including its successors and permitted assigns;

AND

O2 Renewable Energy VIII Private Limited, a company incorporated under the Companies Act, 2013 (CIN: U40300DL2022FTC404456) and having its registered office at 2nd Floor, Square One Mall, Saket Business District, Court Chowk, Pushp Vihar, New Delhi - 110017, India (the "**Company**"), including its successors and permitted assigns.

The Promoter, the User Shareholder and the Company are hereinafter collectively referred to as the "**Parties**", and each individually as a "**Party**".

It is hereby clarified that the reference to the Parties may be reference to any two or more Parties, as the context would suggest, and need not always be to all the Parties.

RECITALS:

A. The Promoter and the Company are in the process of setting up a **5.33 MW_{AC}** solar project at Bellary District, Karnataka ("**Project**"), which will be designated as a captive power plant complying with the conditions provided in the Electricity Act (as defined later) and the Electricity Rules (as defined later) for consumption of electricity by the User Shareholder.

B. The User Shareholder has approached the Company and the Promoter to purchase electricity generated from the Project, and to subscribe to Securities (as defined later) comprising at least 26% (twenty six percent) on a Fully Diluted Basis (as defined later) of the issued and paid up Securities of the Company, for an amount equivalent to a minimum of 26% (twenty six percent) of 30% (thirty percent) of the Actual Project Capital (including cost overrun, if any),i.e., INR 2,73,00,000 (Indian Rupees Two Crores Seventy Three Lakhs Only), in accordance with the terms of this Agreement. The balance issued and subscribed share capital of the Company shall be held by the Promoter.

C. The User Shareholder and the Company have entered into a power purchase agreement ("**PPA**") on the date of this Agreement, wherein the User Shareholder has agreed to purchase the electricity output from the Project up to the Guaranteed Offtake (as defined in the PPA) for the term of the PPA in accordance with the provisions of the PPA.

D. The Parties have agreed to set out below the terms and conditions relating to their investments in the Company, the governance of their relationship as Shareholders in the Company, and the regulation of the management of the Company.

NOW THEREFORE, the Parties agree as follows:

1. DEFINITIONS AND RULES OF INTERPRETATION

1.1 Definitions

All capitalised terms used in this Agreement shall, unless contrary to the context, have the

RENEWABLE ENERGY VIII PRIVATE LIMITED

ENERGY SG PTE. LTD. Co. Reg. No. 202121021C

NATURAL CAPSULES LIMITED

meaning assigned to them below:

"**Act**" or "**Companies Act**" shall mean the Companies Act, 2013 or the Companies Act, 1956 (to the extent applicable), as amended, modified, notified and/or re-enacted from time to time and includes the rules framed thereunder;

"**Actual Project Capital**" means the total capital employed by the Company for development of the Project (including cost overruns, if any);

"**Affiliate**" of any Party shall mean any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such Party and, in relation to a natural person, includes any 'Relative' (as such expression is defined in the Act) of such natural person. For the purposes of this definition, "**control**" (together with its correlative meanings, "controlled by" and "under common control with") means, with respect to any Person, the possession, directly or indirectly, of power to direct or cause the direction of management or policies of the subject Person through ownership of voting securities, contract or otherwise;

"**Agreement**" shall mean this Security Subscription and Shareholders' Agreement (including the Recitals and Schedules to this Agreement), and shall include all amendments, modifications and supplements to this Agreement made in writing by the Parties in accordance with the terms of this Agreement;

"**Applicable Law(s)**" shall mean any applicable statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, clearance, Governmental Approval, directive, guideline, policy, requirement, or other restriction imposed by a Governmental Authority or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any statutory or regulatory authority whether in effect on the Execution Date or thereafter and in each case as amended from time to time;

"**Appropriate Commission**" shall mean the Central Electricity Regulatory Commission referred to in section 76(1) of the Electricity Act or the relevant State Electricity Regulatory Commission referred to in section 82 of the Electricity Act or any relevant Joint Commission referred to in section 83 of the Electricity Act, as the case maybe;

"**Articles of Association**" shall mean the articles of association of the Company, as amended from time to time;

"**Bank Account**" shall mean the bank account of the Company bearing the following details:

Bank Name:	ICICI Bank
Name of Account Holder:	O2 Renewable Energy VIII Private Limited
Account Number:	184305001479
Branch:	Commercial Complex, Nirvana Courtyard, Gurgaon, Haryana
IFSC:	ICIC0001843

"**Board**" shall mean the board of Directors of the Company;

"**Business Day**" shall mean a day (other than a Saturday, Sunday or public holidays) on which scheduled commercial banks are open for normal banking transactions in New Delhi;

"**Business**" shall mean the development, construction and operation of the Project, and the generation and sale of electricity from the Project and all such ancillary activities integral to such development and operation of the Project and generation and sale of power from the Project, as is being currently carried out by the Company or may be carried out by the Company in future in accordance with its Charter Documents;

"**Call Option**" shall have the meaning ascribed to it in Clause 9.1;

"**Call Option Closing Date**" shall have the meaning ascribed to it in Clause 9.4;

"**Call Option Notice**" shall have the meaning ascribed to it in Clause 9.4;

"**Capital**" shall mean the total issued, subscribed and paid-up equity share capital and debenture capital of the Company on a Fully Diluted Basis;

"**Captive Requirements**" shall mean the requirements under the Electricity Act, Electricity Rules and other applicable Laws required to be fulfilled by the Parties for the Project to be classified as a captive generation station by the relevant Governmental Authorities and the Appropriate Commission;

"**Charter Documents**" shall mean collectively, the Memorandum of Association, the Articles of Association, and the Revised Articles of the Company;

"**Claims**" shall have the meaning ascribed to it in Clause 15.1;

"**Closing Date**" shall have the meaning assigned to it in Clause 4.1;

"**Company**" shall have the meaning assigned to it in the preamble to this Agreement;

"**Default Event**" shall have the meaning assigned to it in Clause 12.1;

"**Director(s)**" shall mean a duly appointed director for the time being of the Company in accordance with this Agreement, the Act and the Charter Documents;

"**Dispute**" shall have the meaning assigned to it in Clause 13.1.1;

"**Electricity Act**" shall mean the Electricity Act, 2005, as amended from time;

"**Electricity Rules**" shall mean Electricity Rules, 2005, as amended from time to time;

"**Encumbrance**" shall mean any interest or equity, of any Person (including any right to acquire, option or right of pre-emption or conversion) or any mortgage, charge, undertaking, pledge, lien, assignment, hypothecation, security interest, title retention, any voting agreement, option, right of first offer, refusal or transfer restriction in favour of any person, or any agreement to create any of the above, and the term "**Encumber**" and all other grammatical variations shall be construed accordingly;

"**Equity Shares**" shall mean ordinary fully paid-up equity shares of the Company, each having a face value of INR 10;

"**Estimated Project Capital**" means the total capital that is estimated to be employed by the Company for development of the Project, and is equivalent to the aggregate of INR 35,00,00,000 Crores (Rupees Thirty Five Crores)

"**Execution Date**" shall have the meaning assigned to it in the preamble to this Agreement;

"**Fully Diluted Basis**" shall mean, in relation to the Capital of a Shareholder, the total outstanding Capital of such Shareholder determined on an 'as converted' and 'as exercised' basis, on the assumption that all outstanding types, classes and series of securities convertible into or exercisable or exchangeable for ordinary Equity Shares of such Shareholder have been so exercised, exchanged or converted (whether or not such securities are, in fact, convertible, exercisable or exchangeable on the date of reckoning, and whether with or without payment of additional consideration);

"Governmental Approval" shall mean all permits, clearances, licenses, consents, authorisations, registrations, waivers, no-objection certificates or acknowledgements, required from any Governmental Authority for the development and installation of the Project and/or for the generation and supply of electricity in accordance with the terms of the PPA;

"Governmental Authority" shall mean, in respect of the Government of India and Government of Karnataka, any municipal and local government, and shall include: (a) any of their ministries, departments, sub-divisions, instrumentalities or agencies under their control; (b) any companies, corporations, undertakings or other entities under their control; (c) any other authority or administrative body under their control; or (d) the appropriate state or central electricity regulatory commission;

"INR" or **"Rupees"** shall mean and refer to the lawful currency of India;

"Insolvency Event" shall be deemed to have occurred, in relation to any Party, if:

(a) a receiver, liquidator, insolvency professional, administrator or any similar officer has been appointed by a court of competent jurisdiction in respect of the whole or any part of the assets or undertaking of such Party;

(b) a court order for administration or liquidation or winding up has been passed; or a petition or application has been presented for such an order; or documents have been filed with a court of competent jurisdiction for the appointment of an insolvency professional, administrator or liquidator in respect of a Party; or a notice of intention to appoint such official has been given in respect of such Party;

(c) a board meeting/shareholder meeting has been convened at which a resolution has been passed for the winding up of the company or a provisional liquidator has been appointed with respect to such Party;

(d) Such Party has:

   (i) applied for or consented to the appointment of, or the taking of the possession of by, a receiver, custodian, insolvency professional, trustee, administrator, liquidator or the like of itself or of all or a substantial part of its assets or Business;

   (ii) commenced a voluntary proceeding under any applicable insolvency or bankruptcy law;

   (iii) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganisation, winding up, or composition or readjustment of debts; or

   (iv) taken any corporate or other action for the purpose of effecting any of the foregoing;

It is clarified that a dissolution or liquidation of a Party will not be an Insolvency Event if such dissolution or liquidation is for the purpose of a merger, consolidation, or reorganisation, and the resulting company retains creditworthiness similar to the Party and expressly assumes all obligations of the Party under this Agreement and is in a position to perform them;

"Indemnified Party" shall have the meaning ascribed to it in Clause 15.1;

"Indemnifying Party" shall have the meaning ascribed to it in Clause 15.1;

O2 RENEWABLE ENERGY VIII PRIVATE LIMITED

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NATURAL CAPSULES LIMITED

"**Lenders**" shall have the meaning assigned to it in Clause 5.2 (b);

"**Memorandum of Association**" shall mean the memorandum of association of the Company;

"**New User Shareholder Securities**" shall have the meaning assigned to it in Clause 8.1.5;

"**Offer Letter**" shall have the meaning ascribed to the term in Clause 3.8.1(i)(A);

"**Option Price**" shall mean the minimum price of the Securities (including User Shareholder Subscription Equity Shares/ User Shareholder Subscription Securities and New User Shareholder Securities, if any) held by the User Shareholder as on the Trigger Date determined in accordance with the Applicable Law, provided that such minimum price shall not fall below the minimum face value of such Securities;

"**Option Securities**" shall mean all of the Securities of the Company held by the User Shareholder as on the date of expiry or termination of the PPA, which shall be the sum of:

(a) the User Shareholder Security Holding held by the User Shareholder; and

(b) the New User Shareholder Securities, if any;

"**Person**" shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, Governmental Authority or any agency or political subdivision thereof or any other entity that may be treated as a person under Applicable Law and works council, employee representative body or other entities (whether or not having separate legal personality);

"**Power Purchase Agreement**" or "**PPA**" shall have the meaning assigned to it in Recital C;

"**Project**" shall have the meaning assigned to it in Recital A;

"**Put Option**" shall have the meaning ascribed to it in Clause 10.1;

"**Put Option Closing Date**" shall have the meaning ascribed to it in Clause 10.2;

"**Put Option Notice**" shall have the meaning ascribed to it in Clause 10.2;

"**Put Option Trigger Date**" shall have the meaning ascribed to it in Clause 10.1;

"**Revised Articles**" shall mean the restated Articles of Association, incorporating the terms of the Transaction Documents;

"**Securities**" shall mean collectively, the Equity Shares, preference shares, debentures or any other securities of the Company;

"**Shareholder(s)**" shall mean and refers to any Person who holds any Securities of the Company;

"**Transfer**" (including with correlative meaning, the terms "**Transferred by**", "**Transferred**" and "**Transferability**") shall mean to sell, gift, give, assign, transfer, transfer of any interest in trust, mortgage, alienate, hypothecate, pledge, encumber, grant a security interest in, amalgamate, merge or suffer to exist (other than those by operation of law) any Encumbrance on, any shares or any right, title or interest therein (including any economic rights, voting rights or any beneficial interest thereof) or otherwise voluntarily dispose of in any manner whatsoever including, without limitation, any assignment for the benefit of creditors or voluntary appointment of a custodian, liquidator or receiver of any of its properties, business or undertaking;

"**Transaction Documents**" shall mean and include this Agreement, the Power Purchase Agreement and any other agreement or document as may be agreed by the Parties to be designated as a Transaction Document;

"**Trigger Date**" shall have the meaning ascribed to it in Clause 9.1;

"**User Shareholder**" shall have the meaning assigned to it in the preamble to this Agreement;

"**User Shareholder's Demat Account**" shall mean the demat account of the User Shareholders the details of which shall be provided by the User Shareholder to the Company in terms with Clause 3.8 (*Actions Prior to Closing*);

"**User Shareholder's Designated Account**" shall mean the bank account of the User Shareholder.

"**User Shareholder Security Holding**" shall mean the minimum percentage of the Securities of the Company required to be held by the User Shareholder to comply with the Captive Requirements for the Project to be designated as and for it to remain a captive generating station, which currently corresponds to User Shareholder Subscription Equity Shares/ User Shareholder Subscription Securities;

"**User Shareholder Securities Subscription Amount**" shall have the meaning ascribed to it in Clause 3.2.

1.2 **Rules of Interpretation**

In this Agreement, except where the context requires otherwise, this Agreement will be interpreted as follows:

(a) all references made in this Agreement to '**Clauses**' and '**Schedules**' shall refer, respectively, to the Clauses of, and Schedules to, this Agreement, and the Recitals and Schedules form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;

(b) the words "**include**" and "**including**" are to be construed without limitation;

(c) headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;

(d) where a word or phrase is defined, other parts of speech, grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning;

(e) words importing the singular shall include plural and vice-versa;

(f) all words (whether gender-specific or gender neutral), shall be deemed to include each of the masculine, feminine and neuter genders;

(g) the expressions "**hereof**", "**herein**", "**hereunder**" and similar expressions shall be construed as references to this Agreement as a whole and not limited to the particular Clause or provision in which the relevant expression appears;

(h) any reference to a person includes any individual, firm, corporation, partnership, company, trust, association, joint venture, government (or agency or political subdivision thereof) or other entity of any kind, whether or not having separate legal personality, and shall include such person's executors, administrators, heirs, legal representatives and permitted successors and assigns;

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(i) the ejusdem generis (of the same kind) rule will not apply to the interpretation of this Agreement, and the term include and including will be read without limitation;

(j) a reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;

(k) a reference to a law or statutory provision includes, to the extent applicable at any relevant time:

 (i) that law or statutory provision as from time to time consolidated, modified, re-enacted or replaced by any other law or statutory provision; and

 (ii) any subordinate legislation or regulation made under the relevant law or statutory provision;

(l) any reference to consent to be obtained from any Party shall be construed and understood to mean a prior written consent of such Party;

(m) references to writing include any mode of reproducing words in a legible and non-transitory form.

2. EFFECTIVENESS AND TERM

2.1 This Agreement shall come into effect and shall remain valid and binding on the Parties on and from the Closing Date, provided that Clause 1 (*Definitions and Rules of Interpretation*), this Clause 2 (*Effectiveness and Term*), Clause 7 (*Confidentiality*), Clause 13 (*Dispute Resolution*) through Clause 28 (*Full Economic Effect*) shall come into effect and become binding on the Parties on and from the Execution Date, till the Term (as defined in PPA) of this Agreement.

2.2 This Agreement, with respect to each Shareholder, shall continue in force until such time as such Shareholder (and in case of the Promoter, its assignee or transferee) holds any Securities in the Company.

3. ISSUE AND SUBSCRIPTION OF EQUITY SHARES

3.1 The authorised share capital of the Company on the Execution Date is INR 15,00,000 (Rupees Fifteen Lakh), divided into 1,50,000 Equity Shares, and the issued and paid-up share capital of the Company is INR 10,00,000 (Rupees Ten Lakh), comprising 1,00,000 Equity Shares. The shareholding structure of the Company as on the Execution Date is as set in Part A of Schedule 1 (*Capital Structure of the Company*).

3.2 Subject to the terms and conditions of this Agreement and other Transaction Documents, the User Shareholder hereby agrees to, on the Closing Date, subscribe to, and the Company agrees to issue and allot:

Equity Shares ("**User Shareholder Subscription Equity Shares**"), compulsorily convertible debentures ("**User Shareholders CCD**") or any other instruments as required to be compiled with the Captive Requirements aggregating to INR Two Crore Seventy Three Lakhs (**"User Shareholder Securities Subscription Amount**").

The User Shareholder Equity Subscription Shares and User Shareholder CCDs or any other instrument issued by the Company shall be collectively referred to as "**User Shareholder Subscription Securities**". Notwithstanding anything to the contrary contained in this Clause 3.2, the Company may, at its sole discretion, revise the ratio of User Shareholder Subscription

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Equity Shares and User Shareholder CCDs that shall comprise the User Shareholder Subscription Securities issued, allotted and subscribed under this Clause 3.2.

3.3 Except due to reasons attributable to Change in Law, the Company shall ensure that the Project is developed within the Estimated Project Capital and no additional funding is sought from the Shareholders for the same.

3.4 The User Shareholder Subscription Securities shall be issued and allotted by the Company, and the User Shareholder Securities Subscription Amount shall be paid to the Company in accordance with Clause 4 (*Closing*).

3.5 After issuance and allotment of the User Shareholder Subscription Securities in accordance with Clause 4 (*Closing*), the User Shareholder shall hold the User Shareholder Security Holding on a Fully Diluted Basis. It is hereby clarified and understood by the Parties that any subsequent issue of Securities by the Company to the User Shareholder shall be done in a manner to ensure that the User Shareholder Security Holding is in compliance with the Captive Requirements. In the event the stake of User Shareholder is diluted below User Shareholder Security Holding, the Company shall issue and allocate such additional Securities at face value to ensure that the User Shareholder Holding is maintained.

3.6 Upon issuance of the User Shareholder Subscription Securities to the User Shareholder, the shareholding pattern of the Company immediately after Closing shall be as set in Part B of Schedule 1 (*Capital Structure of the Company*).

3.7 The User Shareholder shall have to maintain the User Shareholder Security Holding throughout the tenure of the PPA.

3.8 Actions prior to Closing

3.8.1 The Company shall, and the Promoter shall ensure, that at least within 30 Business Days prior to Closing undertake the following actions:

(i) duly convene a meeting of the Board, at which resolutions with respect to the following actions shall have been adopted:

(A) approval of issuance of the User Shareholder Subscription Equity Shares/ User Shareholder Subscription Securities by private placement to User Shareholder, including approving the draft of the offer letter to be issued to User Shareholder ("**Offer Letter**") and recording the name of User Shareholder in Form PAS-5; and

(B) notice for convening a general meeting of the Shareholders of the Company to obtain their approval for the items set forth in sub-clause (a) above;

(ii) duly convene a meeting of its Shareholders, at which resolutions with respect to issuance of the User Shareholder Subscription Equity Shares/ User Shareholder Subscription Securities by private placement and the Offer Letter, by way of a special resolution shall have been adopted;

(iii) duly file Form MGT-14 in accordance with the Companies (Management and Administration) Rules, 2014 with the RoC in respect of the resolution of the

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Shareholders of the Company approving the: (a) issuance of the User Shareholder Subscription Equity Shares/ User Shareholder Subscription Securities to User Shareholder through private placement; and (b) the Offer Letter (prior to undertaking the action in sub-clause (v) below)

(iv) duly issue the Offer Letter to User Shareholder for the subscription of the User Shareholder Subscription Equity Shares/ User Shareholder Subscription Securities in accordance with the Companies (Prospectus and Allotment of Securities) Rules, 2014.3.8.2 The Company shall on or prior to the Closing Date deliver to the User Shareholder the certified true copies of resolutions passed in terms of sub-Clause 3.8.1(i) and (ii) above.

3.8.3 The User Shareholder at least 2 (two) Business Days prior to Closing provide the details of the User Shareholder Demat Account to the Company in which the User Shareholder Subscription Securities will be credited on the Closing Date.

4. CLOSING

4.1 No later than 90 (ninety) Business Days from the Execution Date ("**Closing Date**"), subject to the terms and conditions of this Agreement, the Parties shall observe and perform all actions contemplated under Schedule 2 (*Closing Actions*) simultaneously at the registered office of the Company or remotely. Within 7 working days from equity infusion the Company shall issue equity shares to the User Shareholder.

4.2 Unless otherwise agreed in writing by the Parties, neither the User Shareholder nor Promoter/ Company shall be obliged to complete the transactions set out in this Agreement unless all actions contemplated under Schedule 2 (*Closing Actions*) are completed simultaneously on the Closing Date in accordance with the terms of this Agreement.

4.3 Without prejudice to any other remedies available to the Parties, if only some and not all of the actions set out in Clause 4.2 above are completed within the same Business Day, then the Parties may agree, in writing, to extend the Closing Date, else each Party shall undertake all necessary actions to promptly reverse and unwind all such activities under Clause 4.2 which are completed.

5. CAPITALISATION, FINANCING AND FURTHER SUBSCRIPTION

5.1 Subject to Clause 5.2 below, the Board shall decide all questions, issues and matters in connection with conduct of the Company's business, including funding, all technical and commercial aspects of development and operation of the Project and sale of power from the Project (including, without limitation, the quantum, timing and manner of funding, any proposed increase in such funding or financing/refinancing, any increase in capacity of the Project, issues relating to operation and maintenance of the Project, and sale of power from the Project).

5.2 The Board may raise funding for the Company from the following sources:

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(a) inter-corporate deposits/loans provided by the Promoter or its Affiliate in accordance with Applicable Law;

(b) debt from any third party, including from a bank, non-banking financing company, multilateral agency, development agency or any third party ("**Lenders**");

(c) from issuance of equity shares, or convertible or non-convertible quasi-equity instruments, or debt instruments, to any third party, the Promoter or any of its Affiliates, or the User Shareholder in accordance with Clause 3.3;

provided that any debt raised by the Company or quasi-debt instruments issued by the Company shall be with no recourse to the User Shareholder other than to the extent specified in Clause 8.1.3.

5.3 The User Shareholder shall provide reasonable cooperation to the Promoter and/or the Company in relation to procuring and maintaining of Governmental Approvals for operation and maintenance of the Project or in its interactions with the Lenders in order to obtain debt financing for the Project or Business by signing applications, statements, and letters, providing any required information and making joint representations with the Promoter and/or the Company before the Governmental Authorities or the Lenders, as may be required from time to time without incurring any additional liability.

6. BOARD OF DIRECTORS AND MANAGEMENT OF THE COMPANY

6.1 The Company shall be managed by the Board. The Board shall have the responsibility for the overall supervision and management of the Company and its Business and may exercise all powers and authority in relation to management of the affairs of the Company and the Business, except in relation to any matter requiring the prior approval of the Shareholders under Applicable Law or this Agreement, in which case no decision or action by the Board shall become effective unless such prior Shareholders' approval has been obtained.

6.2 The User Shareholder shall not have any right to appoint (or approve or reject appointment) of any management personnel of the Company or any directors on the Board.

6.3 All Shareholders' meetings shall be held in accordance with the Companies Act. Meetings of the Shareholders shall be convened by the Board and shall be held at the registered office of the Company or at the place designated in the notice issued by the Company to the Shareholders.

7. CONFIDENTIALITY

7.1 The Parties agree to treat all information and facts (including the terms of this Agreement and the Transaction Documents, to the extent they are not incorporated into the Charter Documents) relating to the transactions contemplated under this Agreement which may come to their knowledge during the pendency of this Agreement ("**Confidential Information**") as confidential and not to disclose in any manner whatsoever any Confidential Information to any Person directly or indirectly or use the same or permit the same to be used for any purpose other than the transactions contemplated herein, unless it has been previously agreed to in writing by the Parties.

7.2 Provided however that Confidential Information shall not include information which:

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(a) at or prior to the time of disclosure by the disclosing Party was known to the receiving Party through lawful means; or

(b) at or after the time of disclosure by the disclosing Party becomes generally available to the public through no act or omission on the receiving Party's part; or

(c) is developed by the receiving Party independent of any Confidential Information it receives from the disclosing Party; or

(d) the receiving Party receives from a third Person that it is free to disclose without breach of any legal obligation.

7.3 Notwithstanding what is stated in this Clause 7 (*Confidentiality*) above, the Parties may disclose Confidential Information:

(a) to their respective employees, professional advisors, lenders, consultants, partners or Affiliates who shall be similarly bound to maintain such confidentiality; or

(b) with the written consent of the non-disclosing Party to this Agreement; or

(c) as permitted in this Agreement; or

(d) to the extent that disclosure is required by Applicable Law or by a Governmental Authority or for the purpose of dispute resolution or any other judicial or regulatory proceedings and examinations.

8. RESPONSIBILITIES AND COVENANTS OF THE PARTIES

8.1 Responsibilities and Covenants of the User Shareholder

8.1.1 The User Shareholder undertakes to the Promoter and the Company that it shall not, except in accordance with Clause 8.1.3 below or with the express prior written approval of the Promoter (which may be granted or refused, at the Promoter's absolute discretion), at any time create, attempt to create or permit to subsist in favour of any third party any Encumbrance on or affecting any of the Securities held by it in the Company.

8.1.2 The User Shareholder undertakes to the Promoter that it shall not, without the express prior written approval of the Promoter, Transfer or attempt to Transfer any Securities to any third party, at any time during the term of this Agreement.

8.1.3 Not used.

8.1.4 The User Shareholder covenants and undertakes not to Encumber any of the Securities held by it in the Company during the term of this Agreement, unless done in accordance with the terms of this Agreement.

8.1.5 In the event of a change in Applicable Law which increases the User Shareholder Security Holding required to be held by the User Shareholder, the User Shareholder shall subscribe to such additional Securities ("**New User Shareholder Securities**") as may be needed to comply with the User Shareholder Security Holding.

8.1.6 The User Shareholder shall purchase the Guaranteed Offtake (as defined in the PPA) generated from the Project for the term of the PPA in accordance with the provisions of the PPA and comply with all obligations under the PPA.

8.2 Responsibilities and Covenants of the Promoter

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8.2.1 The Promoter shall be responsible for the development, construction, commissioning, operation and maintenance of the Project, which shall involve (among others) appointing of equipment suppliers, EPC contractors, O&M contractors, and other independent contractors, and arranging and facilitating of financing required for the Project.

9. CALL OPTION

9.1 After the Closing Date, and upon the earlier of the date ("**Trigger Date**") of expiry of the term of the PPA or date of early termination of the PPA, or the date of termination of this Agreement, the Promoter shall have the right to buy (or nominate any Person to buy) all (but not less than all) the Option Securities ("**Call Option**").

9.2 The price at which the Call Option will be exercised by the Promoter under Clause 9.1 above shall be at the Option Price.

9.3 The Call Option shall be exercisable by the Promoter any time after the Trigger Date. Upon exercise of the Call Option in accordance with this Clause 9 (*Call Option*), the User Shareholder shall be obliged to sell the Option Securities to the Promoter (or its nominee) and shall Transfer the Option Securities to the Promoter (or its nominee) upon payment of the Option Price by the Promoter (or its nominee).

9.4 The Promoter may exercise the Call Option by giving written notice to the User Shareholder ("**Call Option Notice**"). The Call Option Notice shall stipulate the date on which the Transfer of the Option Securities is required to be completed, which date shall be no later than 10 (ten) Business Days from the date of the Call Option Notice ("**Call Option Closing Date**").

9.5 On the Call Option Closing Date, the Parties shall observe and perform all actions contemplated under Schedule 3 (*Actions to be completed on the Option Closing Date*).

9.6 Notwithstanding anything contained in this Agreement, in the event a change in Captive Requirements removes or reduces the User Shareholder Security Holding, the Promoter shall have the right to exercise its Call Option with respect to the Option Securities (or any part thereof) in a manner that the security holding of the User Shareholder does not exceed or go under the User Shareholder Security Holding pursuant to such amendment to the Captive Requirements.

10. PUT OPTION

10.1 In the event the Promoter does not exercise the Call Option within 90 (ninety) days of the Trigger Date ("**Put Option Trigger Date**"), the User Shareholder shall have a right to require the Promoter to buy (or cause any of its Affiliates or any other Person to buy) from the User Shareholder all (but not less than all) Option Securities at the Option Price ("**Put Option**"). Upon the exercise of the Put Option, the Promoter shall be obliged to buy (or cause any of its Affiliates or any other Person to buy) the Option Securities from the User Shareholder at the Option Price.

10.2 The User Shareholder may exercise the Put Option by issuing a written notice to the Promoter ("**Put Option Notice**") any time after the Put Option Trigger Date. The Put Option Notice shall stipulate the date on which the Transfer of the Option Securities shall be completed, which date shall, subject to requirement of Applicable Law, be no later than 15 (fifteen) Business Days from the date of the Put Option Notice ("**Put Option Closing Date**").

10.3 On the Put Option Closing Date, the Parties shall observe and perform all actions contemplated under Schedule 3 (*Actions to be completed on the Option Closing Date*).

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11. NOT USED

12. DEFAULTS, SUSPENSION AND TERMINATION

12.1 Default Events

Each of the following shall constitute a default ("**Default Event**") for the purposes of this Agreement and the non-defaulting Party shall have the rights set out in Clause 12.2.2 (*Consequences of Default by the Promoter or the Company*) or Clause 12.2.3 (*Consequences of Default by the User Shareholder*), as the case may be:

(a) any breach of any of the terms and conditions of this Agreement;

(b) any event of default under, or breach of terms of, any of the Transaction Documents;

(c) termination of the PPA;

(d) any Transfer or attempted Transfer by the User Shareholder of any of its Securities in contravention of the terms of this Agreement;

(e) creation, attempted creation or existence of any Encumbrance over any of Securities held by the User Shareholder;

(f) an Insolvency Event occurs with respect to the User Shareholder;

(g) if the User Shareholder is unable to maintain the User Shareholder Security Holding as per the Captive Requirements anytime during the term of the PPA; or

(h) any representation provided by a Party is found to be untrue or misleading as on the date when such representation was given.

12.2 Default Notice

12.2.1 On occurrence of any Default Event, the non-defaulting Party shall notify the defaulting Party, in writing, of the Default Event, and the defaulting Party shall have a period of 5 (five) days (or such longer time period as may be allowed by the non-defaulting Party) to cure the Default Event, to the satisfaction of the non-defaulting Party.

12.2.2 Consequences of Default by the Promoter or the Company

In case the defaulting Party is the Promoter or the Company, and the Promoter or the Company are unable to cure the Default Event within the timeline set out in Clause 12.2 (*Default Notice*), then the User Shareholder shall have the right to terminate the Transaction Documents and exercise its Put Option at the Option Price as per Clause 10 (*Put Option*).

For avoidance of doubt, it is clarified that if the User Shareholder exercises its remedy under this Clause 12.2.2 (*Consequences of Default by the Promoter or the Company*), it would mandatorily be required to both terminate the PPA as well as sell the Securities held by it to the Promoter (or its nominee) as per Clause 10 (*Put Option*).

12.2.3 Consequences of Default by the User Shareholder

In case the defaulting Party is the User Shareholder, and the User Shareholder is unable to cure the Default Event within the timeline set out in Clause 12.2 (*Default Notice*), the Promoter shall

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have the right to terminate the Transaction Documents and exercise its Call Option at the Option Price as per Clause 9 (*Call Option*).

12.3 Any termination of any rights of any Shareholder under this Agreement, shall be without prejudice to any liability or rights accrued prior to such termination.

12.4 **Survival**

The provisions of Clause 1 (*Definitions and Rules of Interpretation*), Clause 7 (*Confidentiality*), Clause 9 (Call Option), Clause 10 (Put Option), Clause 14 (*Representations and Warranties*), Clause 13 (*Dispute Resolution*), Clause 15 (*Indemnity*), Clause 20 (*Governing Law*), and Clause 21 (*Notices*) as are applicable or relevant thereto, shall continue to be applicable and enforceable against the Parties, even after any Party ceases to have any rights under this Agreement.

12.5 **Suspension**

Without prejudice to the Promoter's rights under Clause 12.2.3 (*Consequences of Default by the User Shareholder*), up on occurrence of a Consumer Event of Default (as defined in the PPA), all of the User Shareholder's rights (but not its obligations) under this Agreement shall be suspended until such Consumer Event of Default (as defined in the PPA), is remedied, to the satisfaction of the Company under the PPA.

13. **DISPUTE RESOLUTION**

13.1 **Amicable Settlement**

13.1.1 Any dispute, differences or disagreement (collectively, the "**Dispute**") between the User Shareholder and the Promoter arising out of or in connection with this Agreement, shall, in the first attempt, be sought to be settled through mutual negotiation at the senior management level of the User Shareholder and the Promoter.

13.1.2 The disputing Party shall refer the Dispute to the management of the other Party, upon receipt of which reference, the senior management of the User Shareholder and the Promoter shall meet within 5 (five) Business Days thereof, with an objective to amicably settle the Dispute.

13.1.3 In such regard to amicably settle the Dispute, the senior management of the User Shareholder and the Promoter may seek the assistance of any independent mediator, conciliator or industry expert, as may be agreed by the Parties.

13.1.4 If no amicable settlement could be reached between the User Shareholder and the Promoter within 10 (ten) Business Days of the reference of the Dispute to the management of the other Party, then the Dispute shall be resolved by way of final and binding arbitration, as per Clause 13.2 (*Arbitration*) below.

13.2 **Arbitration**

13.2.1 After the expiry of the period prescribed in Clause 13.1.4, any Party may refer the Dispute, by notice in writing to the other Party, to final and binding arbitration under the Indian Arbitration and Conciliation Act, 1996 and all its amendments. The arbitration shall be conducted by a panel of 3 (three) arbitrators, consisting of 1 (one) arbitrator each appointed by the Promoter and the User Shareholder, and the third arbitrator shall be jointly appointed by the 2 (two) arbitrators appointed by the Promoter and the User Shareholder.

13.2.2 The seat of the arbitration shall be Bangalore.

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13.2.3 The arbitration proceedings shall be conducted in English.

13.2.4 The arbitration award shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly.

13.2.5 The arbitrator may award costs and expenses (including fees of its counsel) to a Party that substantially prevails on the merits.

13.2.6 Without prejudice to and subject to the indemnification provisions in this Agreement, the Parties shall equally bear the costs incurred in the arbitration unless otherwise awarded or fixed by the arbitrator.

13.2.7 The Parties shall co-operate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitration proceedings commenced pursuant to this Agreement and endeavour to complete the arbitration within 3 (three) months.

13.3 **Continuation of Performance**

Pending final resolution of any Dispute, the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to the final determination in accordance with the provisions under this Clause 13 (*Dispute Resolution*).

13.4 **Confidentiality**

The Parties agree to keep all matters including documents, agreements, evidence etc., produced during any arbitration proceedings strictly confidential. The Parties shall ensure that the arbitrators shall also execute appropriate non-disclosure agreements and be required to keep any and all matters pertaining to such arbitration proceedings strictly confidential.

14. REPRESENTATIONS AND WARRANTIES

Each Party hereby represents and warrants to the other Party that:

(a) it is duly organised, validly existing and in good standing under the Applicable Law;

(b) it has all requisite power and authority to enter into this Agreement, to perform its obligations herein and to consummate the transactions contemplated hereby, all in accordance with the Applicable Law and this Agreement;

(c) the execution and delivery of this Agreement and the performance of its obligations herein, have been duly authorised by all necessary actions, as applicable under the Applicable Law;

(d) this Agreement constitutes a legal, valid and binding obligation on it, and is enforceable against it in accordance with its terms and the Applicable Law;

(e) except the approvals already obtained or applied for, no other approval is required in connection with the due authorisation, execution and delivery of the Transaction Documents by it or the performance of its obligations hereunder;

(f) neither the execution and delivery of this Agreement by it nor compliance by it with any of the terms and provisions of this Agreement, conflicts with, breaches or contravenes the provisions of its constitutional documents or any other binding agreement/document or any Applicable Law; and

(g) it complies with Applicable Law and is not in breach of any anti-corruption and money laundering laws.

15. INDEMNITY

15.1 Each Party ("**Indemnifying Party**") hereby agrees to defend, indemnify and hold harmless the other Party, its officers, directors, agents and employees (collectively the "**Indemnified Party**") from and against any and all claims, liabilities, actions, demands, judgments to the Indemnified Party (collectively the "**Claims**") arising due to infringement of third party intellectual property rights, an act of negligence or fraud or the misconduct of the Indemnifying Party or by an officer, director, subcontractor, agent or employee of the Indemnifying Party except to the extent such Claim(s) is attributable to the misconduct or negligence of, or breach of this Agreement by the Indemnified Party.

15.2 The User Shareholder agrees to indemnify and hold harmless the Company from any Claims arising from the imposition of open access charges (including but not limited to transmission charges and losses, wheeling charges and losses, SLDC charges, discom operating charges, cross subsidy surcharge and additional surcharge beyond the delivery point or the Company on account of the loss of the captive status of the Project due to reasons attributable to the User Shareholder (including failure to hold the User Shareholder Security Holding).

16. LIMITATION OF LIABILITY

Neither Party shall be liable for breach-of-contract damages that are indirect/consequential, remote, or speculative, or that the Indemnifying Party could not reasonably have foreseen at the time of entering into this Agreement.

17. RELATIONSHIP

Each Party hereto is an independent party and nothing contained in this Agreement shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be in any way construed to constitute either Party as the agent, employee or representative of the other. None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto (other than as Shareholders in the Company) and no Party shall have any authority to bind the other Party, otherwise than under this Agreement or shall be deemed to be the agent of the other in any way.

18. SPECIFIC PERFORMANCE

The Parties agree that damages may not be an adequate remedy and the Parties shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Parties hereto from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at law or in equity, including a right for damages.

19. ASSIGNMENT

19.1 The Parties, except as provided in Clause 19.2, shall not assign, Transfer, charge or otherwise deal with all or any of its rights or obligations under this Agreement to any third party nor grant, declare, create or dispose of any right or interest in it, unless a prior approval of the other Party is obtained in writing. Any purported assignment in contravention of this Clause 19 (*Assignment*) shall be void *ab initio*.

19.2 The Promoter may assign, Transfer, charge or otherwise deal with all or any of its rights and obligations under this Agreement to its Affiliates, Lenders, Lender trustees, Lender agents

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and/or create a right of step-in/substitution in their favour/ sign documents including agreements with Lenders to this effect without prior consent of the User Shareholder.

20. GOVERNING LAW

The Parties agree that this Agreement shall be governed by and construed in accordance with the laws of India. Subject to Clause 13.2 (*Arbitration*) the courts at Bangalore shall have the exclusive jurisdiction over the matters arising out of this Agreement.

21. NOTICES

21.1 (a) To the User Shareholder at:

Kind Attn.: Mr.Sunil Mundra

Designation: CEO & MD

Address: TRIDENT TOWERS, Fourth Floor, No. 23, 100 Feet Road, Jayanagar II Block

Tel. No.: 080 26561571

(b) To Promoter at:

Kind Attn.: Mr. Bhupesh Kumar

Designation: Director

Address: 12 Marina View #11-01 Asia Square Tower 2 Singapore (018961)

Tel. No.:

(c) To the Company at:

Kind Attn.: Mr. Kiran Kumar Perka

Designation: Head-Open Access (C&I)

Address: 8th Floor, DLF Square, Jacaranda Marg, DLF Phase-2, Gurugram, Haryana 122002

Tel. No.: 9967593969

21.2 All notices given in accordance with this Clause, shall be deemed to have been served as below:

(a) if delivered personally with written confirmation of receipt at the time of delivery at the address referred to in this Clause 21 (*Notices*); and

(b) If sent by registered mail, when the courier company records the delivery to have taken place.

21.3 A notice or other communication received on a day other than a Business Day, or after 1700 hours in the place of receipt shall be deemed to be given on the next following Business Day in such place.

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22. SEVERABILITY

Each of the provisions of this Agreement are severable. If any such provision is held to be or becomes invalid or unenforceable in any respect under the law of any jurisdiction, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law. The invalid provision shall have no effect in that respect and the Parties shall use all reasonable efforts to replace it in that respect with a valid and enforceable substitute provision the effect of which shall be as close to its intended effect as possible.

23. ALTERATION

No variation of or amendment to this Agreement shall be valid unless it is in writing (which, for this purpose, does not include email) and signed by or on behalf of each of the Parties. The expression 'variation' includes any variation, supplement, deletion or replacement however effected.

24. PRIOR DOCUMENTS

This Agreement along with the Transaction Documents constitute the whole agreement between the Parties relating to the subject matter hereof and supersede any prior agreements, arrangements or understandings, whether oral or written, relating to such subject matter. This Agreement, along with the Transaction Documents and the Charter Documents, contains the sole and entire agreement between the Parties hereto with respect to the subject matter hereof.

25. COUNTERPARTS

This Agreement may be executed simultaneously in 3 (three) counterparts each of which shall be deemed to be an original but all of which shall constitute the same instrument. One counterpart each shall be held by the Promoter, the User Shareholder, and the Company. Executed signature pages transmitted by facsimile transmission or any electronic means will constitute effective and binding execution and delivery of this Agreement.

26. AUTHORISATION

The Persons signing this Agreement on behalf of the Parties represent and warrant that they have the authority to so sign and execute this Agreement on behalf of the Parties for whom they are signing.

27. REMEDIES

No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at Applicable Law or under the PPA, Transaction Documents or any other agreement signed between the Parties, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at Applicable Law, in equity, by statute or otherwise. The election of any one or more of such remedies by a Party shall not constitute a waiver by such Party of the right to pursue any other available remedies.

28. FULL ECONOMIC EFFECT

The Parties hereby expressly agree that they shall do all such acts and things (including adopt such structures as are legally permissible) to achieve the commercial intent of the Parties. In the event any acts or things required to be undertaken under this Agreement is not permitted by

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Applicable Law, the Parties will to the extent possible take such actions as may be required to give effect to the terms of the Agreement and the economic interests of the Parties, in a manner consistent with Applicable Law.

SCHEDULE 1

CAPITAL STRUCTURE OF THE COMPANY

Part A – Capital Structure of the Company as on the Execution Date

S. No	Name of Shareholder	Shareholding Percentage
1.	O2 Energy SG Pte Ltd.	99.9999
2.	Mr. Durgesh Narendra Palsokar (as nominee of O2 Energy SG Pte. Ltd.)	0.0001

Part B – Capital Structure of the Company as on the Closing Date

S. No	Name of Shareholder	Shareholding Percentage
1.	O2 Energy SG Pte Ltd.	Maximum 74%
2.	Natural Capsules Limited	Minimum 3.9%
3.	other Captive Users in the Company	Minimum 22.1%

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SCHEDULE 2

CLOSING ACTIONS

On the Closing Date, the following, shall be deemed to be, consummated simultaneously by the Parties:

(a) the User Shareholder shall deliver to the Promoter and the Company, and the Promoter and the Company shall deliver to the User Shareholder, certified true copies of the resolutions passed by their respective board of directors authorising them to enter into, perform and deliver this Agreement, the other Transaction Documents, and perform all transactions contemplated under the Transaction Documents;

(b) the User Shareholder shall transfer an amount equivalent to the User Shareholder Securities Subscription Amount to Bank Account;

(c) simultaneously upon remittance of the User Shareholder Securities Subscription Amount to the Bank Account, the Company shall, and the Promoter shall ensure that the Company convenes a meeting of the Board, where resolutions will be passed in relation to the following:

   (i) recording the receipt of the User Shareholder Securities Subscription Amount;

   (ii) issuance and allotment of the User Shareholder Subscription Equity Shares/ User Shareholder Subscription Securities to the User Shareholder in dematerialised form, free and clear of Encumbrances;

   (iii) issuance of instructions to the depository participant of the Company to credit the User Shareholders Subscription Securities to the User Shareholder's Demat Account;

   (iv) approve the adoption of the Revised Articles, subject to approval of the Shareholders;

   (v) authorising necessary entries in the 'register of members' maintained by the Company;

   (vi) authorising the statutory filings required to be made in respect of the transactions contemplated under this Agreement, including with the RoC under the Act; and

   (vii) approving the convening of an extra-ordinary general meeting of the Shareholders of the Company at shorter notice to adopt a special resolution for approving the Revised Articles;

(d) the Company shall duly convene a meeting of the Shareholders at shorter notice and pass a special resolution approving and adopting the Revised Articles;

(e) the Company shall deliver duly signed and certified true copies of the resolutions passed by the Company in sub-paragraph (c) and (d);

(e) the User Shareholder shall execute and deliver the other Transaction Documents.

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SCHEDULE 3

ACTIONS TO BE COMPLETED ON THE OPTION CLOSING DATE

On the Option Closing Date, the following shall take place simultaneously:

1. Subject to adjustment pursuant to Clause 12.2.3, the Promoter shall transfer the Option Price to the User Shareholder's Designated Account;

2. The User Shareholder shall provide the executed delivery instruction slips in respect of Option Securities to the depository participant of the User Shareholder;

3. The Promoter shall cause the Company to:

   (a) duly convene a meeting of the Board wherein the Board shall approve/record the transfer of the Option Securities from the User Shareholder to the Promoter;

   (b) cause its registrar and transfer agent to update the register of members of the Company in respect of the transfer of the Option Securities; and

   (c) after completion of the activities listed in paragraph 3(a) and 3(b) above, provide the Promoter certified extracts and certified true copies of the updated register of members updated by its registrar and transfer agent.

SCHEDULE 4

TERMS OF CCDs

Terms & Conditions of Series B Compulsory Convertible Debentures ("Series B CCDs") to be issued to the Consumer (Subject to approval from the Lender & Shareholders)

Issue Price/ Series B CCD	Rs. 1,000/- (Rupees One Thousand only) per Series B CCD
Interest on Series B CCDs	The Series B CCDs shall be entitled to interest of 0.01% per annum. Interest shall be due and payable at the end of every financial year; provided sufficient funds are available for such payment of interest. The unpaid interest shall accumulate and carry forward till the date of payment and in the event any interest is outstanding at the time of conversion, the said amount of interest net of taxes as deducted at source shall be payable immediately before conversion.
Security	Since the debentures being issued are compulsorily convertible therefore no securitization of same is required.
Conversion	Voluntary Conversion: At any time prior to the Mandatory Conversion Date (as defined below). The Company shall have the right, exercisable by notice in writing to the other, to convert the Series B CCDs into such number of Equity Shares of the Company of the Face Value of Rs. 10/- (Rupees Ten only) each ("Equity Shares") as determined by the Conversion Ratio (as defined below). Mandatory Conversion: Each Series B CCD shall compulsorily be convertible into such number of Equity Shares as determined by the Conversion Ratio on the completion period ending on 31st December, 2048 from the date of its issuance ("Mandatory Conversion Date"). The above said Series B CCDs, shall be converted into such number of Equity Shares of the Company of the Face Value of Rs.10/- (Rupees Ten only) each ("Equity Shares") as determined by the Conversion Ratio on completion period ending on 31st December, 2048 from the date of issuance and further the Equity Shares so issued on conversion of Series B CCDs shall rank pari-passu in all respects with the existing Equity Shares of the Company.
Conversion Ratio	Every Series B CCD shall be convertible into 100 Equity Shares of the Company of the Face Value of Rs.10/- (Rupees Ten only) each.
Debenture Trustee	The Company is not required to appoint any Debenture Trustee for the above said Series B CCDs as the same are being issued to only one Investor.
Debenture Redemption Reserve	The Company is not required to maintain Debenture Redemption Reserve ("DRR") in terms of Section 71(4) of the Companies Act, 2013 as the above said debentures are Compulsorily Convertible Debentures.
Allotment	All monies as may be received on subscription of aforesaid Series B CCDs shall be kept in a separate bank account and allotment of the said Series B CCDs shall be completed within sixty days from the receipt of the application money and immediately after the allotment the said monies shall be transmitted to the regular bank account(s) of the Company and shall be appropriated for the operations of the Company.
Transferable	The Series B CCDs will be unsecured and shall be transferable in the manner and to the extent and be subject to the restrictions and limitations as in the case of Equity Shares of the Company and subject to the provisions of the Memorandum and Articles of Association of the Company as may be modified from time to time.

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SIGNATURE PAGE

AS WITNESS this Agreement has been signed by the Parties (or their duly authorised representatives) on the date stated at the beginning of this Agreement.

SIGNED AND DELIVERED BY	)	
	)	
as authorised representative on behalf of	)	
For **the User Shareholder**	)	
in the presence of:		For Natural Capsules Limited..
		Authorised Signatory
		Authorised Signatory

SIGNATURE PAGE

AS WITNESS this Agreement has been signed by the Parties (or their duly authorised representatives) on the date stated at the beginning of this Agreement.

SIGNED AND DELIVERED BY	)	
	)	
as authorised representative on behalf of	)	
For **Promoter**	)	
in the presence of:	)	....
		Authorised Signatory

SIGNATURE PAGE

AS WITNESS this Agreement has been signed by the Parties (or their duly authorised representatives) on the date stated at the beginning of this Agreement.

SIGNED AND DELIVERED BY	)	
	)	
as authorised representative on behalf of	)	RENEWABLE ENERGY VIII PRIVATE LIMITED O2
For **the Company**	)	
in the presence of:	)	....
		Authorised Signatory