



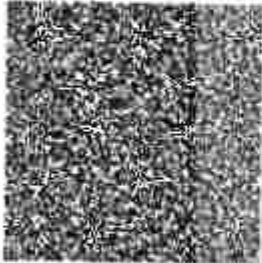
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Government of National Capital Territory of Delhi

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Certificate No.	: IN-DL46629892743388Q
Certificate Issued Date	: 05-Jul-2018 06:17 PM
Account Reference	: IMPACC (IV) dI740303/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL74030397321504787609Q
Purchased by	: HERO SOLAR ENERGY PRIVATE LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: HERO SOLAR ENERGY PRIVATE LIMITED
Second Party	: WAAREE ENERGIES LIMITED
Stamp Duty Paid By	: HERO SOLAR ENERGY PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



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THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE PURCHASE AGREEMENT DATED JULY 11, 2018, EXECUTED AMONGST HERO SOLAR ENERGY PRIVATE LIMITED, WAAREE ENERGIES LIMITED, MR. HITESH C DOSHI, MR. VIREN C DOSHI AND WAANEEP SOLAR PRIVATE LIMITED.



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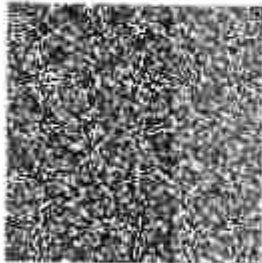
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Purchased by	: HERO SOLAR ENERGY PRIVATE LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: HERO SOLAR ENERGY PRIVATE LIMITED
Second Party	: WAAREE ENERGIES LIMITED
Stamp Duty Paid By	: HERO SOLAR ENERGY PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



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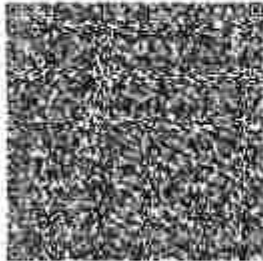
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Purchased by	: HERO SOLAR ENERGY PRIVATE LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: HERO SOLAR ENERGY PRIVATE LIMITED
Second Party	: WAAREE ENERGIES LIMITED
Stamp Duty Paid By	: HERO SOLAR ENERGY PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



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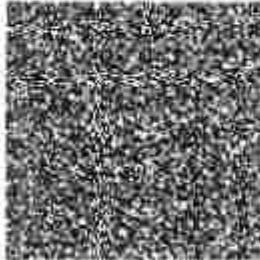
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SHARE PURCHASE AGREEMENT

BY AND AMONGST

**HERO SOLAR ENERGY PRIVATE LIMITED
("Purchaser")**

AND

**WAAREE ENERGIES LIMITED
("Seller 1")**

AND

**PERSONS LISTED IN SCHEDULE I
("Other Sellers")**

AND

**WAANEER SOLAR PRIVATE LIMITED
("Company")**



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SHARE PURCHASE AGREEMENT

This share purchase agreement ("Agreement") is executed at New Delhi on this 11th day of July, 2018 ("Execution Date") by and amongst:

1. **HERO SOLAR ENERGY PRIVATE LIMITED**, a company incorporated under the laws of India, having corporate identity number U40106DL2013PTC250501, having its registered office at Plot no. 201, First Floor, Okhla Industrial Estate, Phase - III, New Delhi - 110020 (hereinafter referred to as the "**Purchaser**", which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns);
2. **WAAREE ENERGIES LIMITED**, a company incorporated under the laws of India, having corporate identity number U29248MH1990PLC059463, having its registered office at 602, 6th Floor, Western Edge - I, Western Express Highway, Borivali (East), Mumbai 400 066 and acting through its corporate office at 230-232, Somdutt Chamber 2, Bhikaji Cama Place, New Delhi - 110066 (hereinafter referred to as "**Seller I**", which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns);
3. **THE PERSONS WHOSE NAMES AND PARTICULARS ARE SET OUT IN SCHEDULE I** of this Agreement, acting through their constituted attorney Mr. Hitesh Mehta (hereinafter collectively referred to as the "**Other Sellers**" and individually as a "**Other Seller**", which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include their respective legal heirs, executors, administrators and permitted assigns); and
4. **WAANEER SOLAR PRIVATE LIMITED**, a company incorporated under the laws of India, having corporate identity number U40300MH2014PTC254136, having its registered office at 602, 6th Floor, Western Edge - I, Western Express Highway, Borivali (East), Mumbai - 400066 and acting through its corporate office at 230-232, Somdutt Chamber 2, Bhikaji Cama Place, New Delhi - 110066 (hereinafter referred to as the "**Company**", which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns).

Seller I and the Other Sellers are collectively referred to as the "**Sellers**" and individually as a "**Seller**", as the context may require. The Purchaser, the Sellers and the Company are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. The Company is duly incorporated and validly existing under the Laws (as defined below) of India and is presently engaged in the Business. The Company owns and operates the Projects (as defined below) and also owns the Nagari Project (as defined below) and Somala Land (as defined below), as on the Execution Date.
- B. As on the Execution Date, the authorized share capital of the Company is Rs. 215,00,00,000 (Rupees Two Hundred and Fifteen Crores) divided into 21,50,00,000 (Twenty One Crores Fifty Lakhs) Equity Shares. The issued, subscribed and paid up share capital of the Company is Rs. 205,00,00,000 (Rupees Two Hundred and Five Crores) divided into 20,50,00,000 (Twenty Crores Fifty Lakhs) Equity Shares.
- C. As on the Execution Date and immediately prior to First Closing (as defined below): (i) each Seller is the legal owner of the Respective Seller Sale Shares (as defined below), which in respect of all the



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Sellers, aggregate to 20,50,00,000 (Twenty Crores Fifty Lakhs) Equity Shares of the Company ("Sale Shares"), representing 100% (One Hundred Percent) of the total issued and paid up share capital of the Company; and (ii) Seller I is the beneficial owner of the aggregate Sale Shares. The shareholding pattern of the Company as on the Execution Date and immediately prior to First Closing is set out in Part A of Schedule II of this Agreement.

- D. The Sellers are desirous of transferring the Sale Shares to the Purchaser, and the Purchaser, in reliance upon the Representations and Warranties (as defined below), indemnities and other covenants and undertakings of the Sellers under this Agreement and other Transaction Documents, is desirous of purchasing the Sale Shares from the Sellers and acquiring 100% (One Hundred Percent) shareholding in the Company, in accordance with and subject to the terms of this Agreement and other Transaction Documents.
- E. The Parties are desirous of entering into this Agreement and other Transaction Documents to record the provisions for purchase by the Purchaser and sale by the Sellers of the Sale Shares and other matters in connection therewith.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

For purposes hereof, when used in this Agreement, and unless the context otherwise requires, the following terms shall have the meanings assigned to them in this Clause 1.1 or in the applicable Clause of this Agreement to which reference is made in this Clause 1.1:

"Accounts" shall mean audited balance sheet, audited profit and loss account, audited statements of income and cash flows (prepared on a consolidated basis or otherwise, as may be applicable), as of the end of the relevant financial year, together with Board's report and the auditor's report thereon and notes thereto;

"Act" shall mean the (Indian) Companies Act, 2013 as amended, modified, supplemented or re-enacted from time to time and includes any applicable provisions of the (Indian) Companies Act, 1956 which have not been superseded by the relevant provisions of the (Indian) Companies Act 2013, as on the relevant date;

"Advance Bank Guarantee" shall mean the duly stamped and executed bank guarantee dated May 25, 2018, bearing number 0473218BG0000286 issued by the State Bank of India, Industrial Finance Branch, Andheri, Mumbai, in favour of the Purchaser for an amount of Rs. 15,00,00,000 (Rupees Fifteen Crores), valid till August 20, 2018 ("BG Expiry Date");

"Advance Consideration" shall have the meaning assigned to the term in Clause 5.2 of this Agreement;

"Advance Consideration Payment Date" shall mean, with respect to (i) Rs. 15,00,00,000 (Rupees



Fifteen Crores), forming part of the Advance Consideration, May 25, 2018; and (ii) Rs. 10,00,00,000 (Rupees Ten Crores), forming part of the Advance Consideration, June 14, 2018;

"APSPDCL" shall mean the Southern Power Distribution Company of Andhra Pradesh Limited, a government company incorporated under the Laws of India and having its registered office at Tiruchanoor Road, Behind Srinivasa Kalyana Mandapam, Kesavayani Gunta Tirupathi, Andhra Pradesh 517501;

"AP BOCW Notice" shall mean notice issued to the Company with respect to the AP Project, by the Office of the Joint Commissioner of Labour, Zone IV, Kurnool, Labour Department, Government of Andhra Pradesh, dated April 25, 2018, under the Building and Other Construction Workers' Welfare Cess Act, 1996;

"AP Project" shall mean the solar power project with 25 MW (Twenty Five Megawatt) AC capacity located at Gurrankonda, Chittoor District, Andhra Pradesh, further details of which are provided in Schedule XIII of this Agreement;

"AP Project Land" shall collectively mean the Owned AP Project Land and the Leased AP Project Land, aggregating to 96.72 (ninety six decimal seven two) acres on which the AP Project has been set up, divided into such parcels of land, details of which are provided in Part B and Part C of Annexure A of Schedule XI of this Agreement;

"AP Project PPA" shall mean the power purchase agreement dated December 6, 2014 executed between the Company and APSPDCL, as amended vide amendment agreement dated June 4, 2015;

"APSPDCL Receivable" shall mean an amount aggregating to Rs. 6,87,50,000 (Rupees Six Crores Eighty Seven Lakhs Fifty Thousand) payable by APSPDCL to the Company in relation to the Nagari Project, in 4 (Four) equal tranches over a period of 2 (Two) years, at intervals of 6 (Six) months, pursuant to order dated June 14, 2018, passed by the Andhra Pradesh Electricity Regulatory Commission;

"APSPDCPL Receivable Remittance" shall mean an amount equal to APSPDCL Receivable to be received by the Company from APSPDCL, pursuant to order dated June 14, 2018 issued by the Andhra Pradesh Electricity Regulatory Commission, in 4 (Four) tranches, reduced by the rate of dividend distribution tax as applicable on the date of such remittance, on such amount received by the Company;

"Applicable Laws" or "Laws" shall mean any applicable statute, legislation, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, Governmental Approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration by any Governmental Authority having jurisdiction over the matter in question, and in each case having the force of law of India and having a binding effect;

"Approved Expense(s)" shall mean the costs and expenses incurred by the Company specifically in relation to the Projects for the period post the Valuation Date until the Second Closing Date, and limited to the following: (i) contracted operations and maintenance cost of Rs. 3,25,000 (Rupees Three Lakhs and Twenty Five Thousand) per megawatt per annum; (ii) interest and principal amount paid to the Lenders pursuant to the Continuing Loans of the Company; (iii) any Taxes, due and payable by the Company, paid to Governmental Authorities for the period post the Valuation Date; (iv) any



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charges or payments towards premiums of the insurance policies of the Company; (v) such other expenses as may be approved by the Purchaser;

"Articles" shall mean the articles of association of the Company;

"AS Proposals" shall have the meaning assigned to the term in Clause 5.12.2(ii) of this Agreement;

"Asset Sale" shall have the meaning assigned to the term in Clause 5.12.2(ii) of this Agreement;

"Asset Sale Notice" shall have the meaning assigned to the term in Clause 5.12.2(ii) of this Agreement;

"Assumed Purchase Price" shall mean an amount aggregating to Rs. 226,43,00,000 (Rupees Two Hundred and Twenty Six Crores and Forty Three Lakhs);

"Basket" shall have the meaning assigned to the term in Clause 12.1.2(ii) of this Agreement;

"BG Interest" shall mean the interest payable at the rate of 6.5% (Six point Five percent) per annum by the Purchaser to Seller I on any amount/portion of the Escrow Consideration funded by the Purchaser in the Escrow Bank Account by way of bank guarantee, calculated from the corresponding Escrow Deposit Date till the corresponding Cash Funding Date;

"Big 5 Accounting Firms" shall mean the Indian affiliate of any of the following accounting firms: (i) PricewaterhouseCoopers; (ii) Deloitte Touche Tohmatsu; (iii) Ernst & Young; (iv) KPMG; and (v) Grant Thornton;

"Board" shall mean the board of directors of the Company, as constituted from time to time;

"BOCW Bank Guarantee" shall have the meaning assigned to the term in Clause 5.7(vi)(a) of this Agreement;

"BOCW Bank Guarantee Amount" shall have the meaning assigned to the term in Clause 5.7(vi)(a) of this Agreement;

"BOCW Cess" shall mean the building and other construction workers' cess payable under the Building and Other Construction Workers' Welfare Cess Act, 1996;

"BOCW Claim Amount" shall have the meaning assigned to the term in Clause 5.7(i) of this Agreement;

"BOCW Notices" shall mean, as the context may require, AP BOCW Notice and MP BOCW Notice collectively, or either of them individually;

"Business" shall mean the business of generating, producing and transmitting energy from the Projects;

"Business Day" shall mean a day (other than a Saturday or a Sunday) on which scheduled commercial banks are open for business in New Delhi and Mumbai, Maharashtra;

"Cash Funding Date" shall mean the date on which the Purchaser deposits, in cash, any portion of



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the Effective Purchase Price (which was originally funded by way of bank guarantee on the Escrow Deposit Date) in the Escrow Bank Account in accordance with the triggers provided in this Agreement and the Escrow Agreement;

"**Charter Documents**" shall mean, in relation to any Person, its constitutional documents as may be applicable, and in case such Person is a company incorporated under the provisions of the Act, its memorandum of association, certificate of incorporation and the articles of association;

"**Claim**" shall mean a demand, claim, action or proceeding made or brought by or against a Party, by a Governmental Authority or any other Person, however arising and whether present, immediate, future or contingent, whereby any Person: (i) will be placed or is sought to be placed under an obligation to make payment; (ii) will suffer any Loss or prosecution; (iii) will be enjoined or restrained from doing any act or thing; or (iv) will be deprived of any relief, credit or repayment otherwise available;

"**Claim Notice**" shall have the meaning assigned to the term in Clause 12.2.4(i) of this Agreement;

"**Conditions Precedent**" shall collectively mean the First Tranche Conditions Precedent and the Second Tranche Conditions Precedent;

"**Continuing Loans**" shall mean the following indebtedness availed by the Company from the Lenders: (i) term loan facility amounting to Rs. 300,00,00,000 (Rupees Three Hundred Crores) availed from PTC India Financial Services Limited and Union Bank of India for setting up the MP Project, bearing interest at the rate of 9.85% (Nine decimal Eight Five Percent) per annum and 9.25% (Nine decimal Two Five Percent) per annum respectively, having an outstanding amount of Rs. 222,29,00,000 (Rupees Two Hundred Twenty Two Crores and Twenty Nine Lakhs) as of the Valuation Date ("**Facility I**"); and (ii) term loan facility amounting to Rs. 123,75,00,000 (Rupees One Hundred and Twenty Three Crores Seventy Five Lakhs) availed from Union Bank of India, Central Bank of India and Bank of Baroda for setting up the AP Project, bearing interest at the rate of 9.25% (Nine decimal two five Percent) per annum, having an outstanding amount of Rs. 118,95,00,000 (Rupees One Hundred Eighteen Crores and Ninety Five Lakhs) as of the Valuation Date ("**Facility II**");

"**Confidential Information**" shall have the meaning assigned to the term in Clause 15.1 of this Agreement;

"**Consent(s)**" shall mean any approval, no objection, consent, ratification, waiver, notice, permission, exemption, permit or other authorization (in any form or manner) of or from or to any Person (including its lenders), in writing;

"**Corporate Guarantees**" shall have the meaning assigned to the term in Clause 6.2.4 of this Agreement;

"**CUF**" means ratio of total kWh (kilowatt hour) of energy generated by any of the Projects in a tariff year and contracted capacity in KW (kilowatt) multiplied with number of hours in the same tariff year;

"**DSRA Amount**" shall mean the amount of Rs. 21,96,72,258.80 (Rupees Twenty One Crores Ninety Six Lakhs Seventy Two Thousand Two Hundred Fifty Eight and Paise Eighty), pertaining to the debt service reserve account ("**DSRA**") created by the Company till the Valuation Date, in the form of: (i) investment in mutual funds amount to Rs. 14,40,29,712.80 (Rupees Fourteen Crores Forty Lakhs



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Twenty Nine Thousand Seven Hundred Twelve and Paise Eighty); and (ii) fixed deposits with banks amounting to 7,56,42,546 (Rupees Seven Crores Fifty Six Lakhs Forty Two Thousand Five Hundred and Forty Six) lien marked for DSRA pursuant to the terms of the Continuing Loans availed by the Company from the Lenders;

"DISCOM" shall mean (i) SECI, with respect to the MP Project; and (ii) APSDC, with respect to the AP Project;

"Director" shall mean a director of the Company appointed on the Board from time to time;

"De Minimis Threshold" shall have the meaning assigned to the term in Clause 12.1.2(i) of this Agreement;

"Disclosure Letter" shall mean the letter dated as of the Execution Date issued by Seller I to the Purchaser, in the form and manner acceptable to the Purchaser, which shall be substantially in the format annexed at Schedule XV of this Agreement. The Disclosure Letter shall set out details of disclosures specifically, fully and fairly made by Seller I, which disclosures shall constitute qualifications and exceptions to the specific Representations and Warranties against which the disclosure is made, as of the Execution Date. The Purchaser agrees that Seller I may, no later than 1 (One) day prior to the First Closing Date, give an updated Disclosure Letter, in a form and manner acceptable to the Purchaser, solely with respect to: (i) events that have occurred between the Execution Date and 1 (One) day prior to the First Closing Date; (ii) Claims made on the Company during the period between the Execution Date and 1 (One) day prior to the First Closing Date ("First Updated Disclosure Letter"). The Purchaser further agrees that Seller I may, no later than 1 (One) day prior to the Second Closing Date, give an updated Disclosure Letter in a form and manner acceptable to the Purchaser solely with respect to (i) events that have occurred between the First Closing Date and 1 (One) day prior to the Second Closing Date; and (ii) Claims made on the Company during the period between the First Closing Date and 1 (One) day prior to the Second Closing Date ("Second Updated Disclosure Letter"). The Parties agree that the First Updated Disclosure Letter and the Second Updated Disclosure Letter shall qualify the Representations and Warranties only as of the First Closing Date and Second Closing Date, respectively, and shall not retrospectively qualify the Representations and Warranties as on the Execution Date and/or First Closing Date (as the case may be), and shall set out details of disclosures specifically, fully and fairly made by Seller I which shall constitute exceptions to the Representations and Warranties against which the disclosure is made, and in such an event, to the extent applicable, the term Disclosure Letter wherever appearing in this Agreement shall be replaced with the First Updated Disclosure Letter and/or Second Updated Disclosure Letter (as the case may be). It is clarified that the disclosures contained in the Disclosure Letter shall not limit the right of the Indemnified Parties to claim indemnity in respect of the matters mentioned in Schedule XII of this Agreement (Specific Indemnities);

"Dispute" shall have the meaning assigned to the term in Clause 17.1 of this Agreement;

"Due Date" shall have the meaning assigned to the term in Clause 5.9A of this Agreement;

"Effective Purchase Price" shall have the meaning assigned to the term in Clause 4.1 of this Agreement;

"Encumbrance" shall mean any form of legal or equitable security interest whether by way of: (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, debenture, title retention, security interest or other encumbrance, condition or agreement of any kind



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securing, or conferring any priority of payment in respect of, any obligation of any Person, including beneficial ownership held by a third party or any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law; (ii) any voting agreement, other person's interest, binding right of first offer, refusal, pre-emptive right, or restrictions or limitations on transfer, purchase agreement, any preference arrangement (including title transfers and retention arrangements or otherwise); (iii) any adverse Claim as to title, possession or use including right to acquire, lease, sub-lease, license; or (iv) to do any of the foregoing or any other arrangements having a similar effect; or otherwise;

"EPC Contractor" shall mean Seller I;

"Escrow Agent" shall mean Yes Bank Limited, appointed by the Parties to act as the escrow agent, in accordance with the terms of the Escrow Agreement;

"Escrow Agreement" shall mean the escrow agreement of even date entered into by the Escrow Agent and Parties hereto, in Agreed Form, simultaneously with the execution of this Agreement;

"Escrow Agreement Term" shall mean a period of 6 (Six) months from the date of execution of the Escrow Agreement, extendable in accordance with the terms of this Agreement and the Escrow Agreement;

"Escrow Bank Account" shall mean the INR denominated, non-interest bearing bank account to be opened in the name of the Purchaser, maintained and operated by the Escrow Agent in accordance with the terms of the Escrow Agreement;

"Escrow Consideration" shall have the meaning assigned to the term in Clause 3.4 of this Agreement;

"Escrow Deposit Date" shall have the meaning assigned to the term in Clause 3.4 of this Agreement;

"Equity Consideration" shall have the meaning assigned to the term in Clause 4.1 of this Agreement;

"Equity Shares" means equity shares of the Company of face value of Rs. 10 each;

"Excluded Assets" shall mean: (i) 25MW (Twenty Five Megawatt) solar power project, under construction, located at Nagari, Andhra Pradesh ("Nagari Project"); (ii) land admeasuring approx. 46 (Forty Six) acres located at Somala, Andhra Pradesh ("Somala Land"); (iii) Tender BG; (iv) Vedaang Land; and all rights, title and interests in relation to or in connection with such assets;

"Excluded Assets Sale Consideration" shall have the meaning assigned to the term in Clause 9.2(iii) of this Agreement;

"First Closing" shall have the meaning assigned to the term in Clause 7.1.1 of this Agreement;

"First Closing Date" shall mean the date on which the First Closing takes place;

"First Closing Date Accounts" shall mean the unaudited, management accounts (comprising balance sheet, profit and loss account and statement of cash flows) of the Company prepared as of the First Closing Date, duly certified by the Board and Seller I;



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"First Closing Date Payment" shall mean an amount equal to Rs. 83,50,00,000 (Rupees Eighty Three Crores Fifty Lakhs);

"First Closing Deliverables" shall mean the duly completed and executed irrevocable depository instructions issued to the relevant Seller's depository participant in the prescribed format for transfer and delivery of Respective Seller First Closing Sale Shares to the demat account of the Purchaser (and/or its nominee), along with the relevant Seller's depository account statements evidencing ownership of the Respective Seller First Closing Sale Shares, verified signatures of the relevant Seller (or its authorized signatory in case of Seller 1) and all other relevant documentation required by the depository participant for the proposed transfer by the relevant Seller of the Respective Seller First Closing Sale Shares to the Purchaser (and/or its nominee) on the First Closing Date;

"First Closing Sale Shares" shall mean 10,04,50,000 (Ten Crores Four Lakhs Fifty Thousand) Equity Shares, aggregating to 49% (Forty Nine Percent) of the Company's issued and paid-up share capital as on the Execution Date and the First Closing Date;

"First Tranche Conditions Precedent" shall have the meaning assigned to the term in Clause 6.1.1 of this Agreement;

"First Tranche Conditions Subsequent" shall have the meaning assigned to the term in Clause 8.1 of this Agreement;

"First Tranche CP Completion Certificate" shall have the meaning assigned to the term in Clause 6.1.4 of this Agreement;

"First Tranche Long Stop Date" shall have the meaning assigned to the term in Clause 6.1.1 of this Agreement;

"Governmental Approval" shall mean any Consent of, with or to any Governmental Authority;

"Governmental Authority" shall mean any Government of India and the Government of any state, local, provincial or other political subdivision thereof, and includes any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, or any other government authority, agency, department, board, commission or instrumentality of India and any court, tribunal or arbitrator(s) of competent jurisdiction or judicial body, stock exchange or any governmental or non-governmental self-regulatory organization or authority or administrative organization, body or other organization, in each case, which has the force of Law of India;

"Grossed Up Indemnity Amount" shall have the meaning assigned to the term in Clause 12.2.3 of this Agreement;

"Guarantee" shall mean, in relation to a Person ("Guarantor"), any obligation, contingent or otherwise, of the Guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person ("primary obligor") in any manner, whether directly or indirectly, and including any obligation of the Guarantor, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof; or (ii) as an account party in respect of any letter of credit or letter of guarantee issued to support such Indebtedness or obligation;



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"Indebtedness" of any Person shall mean, without duplication: (i) all obligations of such Person for borrowed money (including all obligations for principal, interest (including accrued but unpaid interest), premiums, penalties, fees, expenses, breakage costs and bank overdrafts thereunder) or with respect to deposits or advances of any kind; (ii) all obligations of such Person evidenced by bonds, debentures or similar instruments; (iii) all obligations of such Person upon which interest charges are customarily paid; (iv) all obligations of such Person under conditional sale or other title retention agreements relating to Assets acquired by such Person (save and except in respect of the transfer of the Excluded Assets); (v) all obligations of such Person in respect of the deferred purchase price of property or services; (vi) indebtedness of others secured by (or for which the holder of such indebtedness has an existing right, contingent or otherwise, to be secured by) any Encumbrance on assets owned or acquired by such Person, whether or not the indebtedness secured thereby has been assumed; (vii) all Guarantees by such Person; (viii) all capital lease obligations of such Person; (ix) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guarantee; (x) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances; and (xi) all obligations, contingent or otherwise, which have the effect of placing a Person under an obligation to pay; and the term **"Indebted"** shall be construed accordingly;

"Indemnification Events" shall have the meaning assigned to the term in Clause 12.1.1 of this Agreement;

"Indemnified Parties" shall have the meaning assigned to the term in Clause 12.1.1 of this Agreement;

"Indemnifying Party" shall have the meaning assigned to the term in Clause 12.1.1 of this Agreement;

"Indemnity Notice" shall have the meaning assigned to the term in Clause 12.2.1 of this Agreement;

"Interim Period" shall mean the period commencing from the Execution Date (upon execution of this Agreement) and ending on the Second Closing Date (upon occurrence of Second Closing);

"Leased AP Project Land" shall mean the private land located in Gurrankonda Mandal, Vayalpadu Sub-district, Chittoor district of Andhra Pradesh aggregating to 6.92 (Six Point Nine Two) acres, leased by Mr. C. Raja Reddy to the Company for setting up the AP Project, divided into such parcels of land, details of which are provided in **Part B of Annexure A of Schedule XI** of this Agreement;

"Lenders" shall mean, as the context may require, all or any of (i) PTC India Financial Services Limited; (ii) Union Bank of India; (iii) Central Bank of India; and (iv) Bank of Baroda;

"Lenders' Consent" shall have the meaning assigned to the term in Clause 6.2.5 of this Agreement;

"Long Stop Date" shall mean September 10, 2018 or such later date as mutually agreed between Seller I and the Purchaser in writing;

"Loss" shall mean any and all losses, liabilities, penalties, settlements, damages, costs, fines, charges, interest and expenses (including, without limitation court costs, reasonable fees and expenses of attorneys, accountants, and other necessary experts and expenses of actions or other proceedings involving a third party claim or a Claim between the Parties hereto), irrespective of whether any of



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the foregoing is payable in cash, kind, incurred or suffered through deductions, withholding or set-off. It is clarified for the avoidance of doubt, that the said term 'Loss' shall exclude any indirect or remote damages;

"Material Adverse Effect" shall mean the effect or consequence of any state of facts, change, development, event, circumstance, occurrence or condition which has caused, which is reasonably likely to cause as on Execution Date and/or during the Interim Period, a material adverse effect on (i) the condition (whether financial or otherwise), vis-à-vis (a) carrying on of the business or operation of the Projects; or (b) assets or liabilities of the Company; (ii) the ability of the Sellers to perform or comply with their obligations under this Agreement; or (iii) the validity, legality or enforceability of the rights, benefits, privileges or remedies of the Purchaser, under the Agreement

"MP BOCW Notice" shall mean notice issued to the Company with respect to the MP Project, by Dy. Commissioner, Labour Department, Indore, dated January 16, 2018 under the Building and Other Construction Workers' Welfare Cess Act, 1996;

"MP Project" shall mean the solar power project with 50 MW (Fifty Megawatt) AC capacity, located at Iechawar, Schore District, Madhya Pradesh, further details of which are provided in Schedule XIII of this Agreement;

"MP Project PPA" shall mean the power purchase agreement dated April 25, 2014 executed between the Company and SECI, as amended from time to time;

"Net Proceeds" shall have the meaning assigned to the term in Clause 5.12.2(ii)(c) of this Agreement;

"O&M Contractor" shall mean Seller I;

"Ordinary Course" shall mean any action, event or circumstance taken by or on behalf of a Person that is (i) taken in the ordinary course of such Person's normal day to day operations; (ii) taken in accordance with sound and prudent business practices as per usual industry standards; and (iii) consistent with past practice and existing policies (including those in relation to creditors and debtors);

"Other Sellers Primary Warranties" shall have the meaning assigned to the term in Clause 11.1.6 of this Agreement;

"Outstanding Receivables" shall collectively mean: (i) an amount equal to Rs. 32,22,377 (Rupees Thirty Two Lakhs Twenty Two Thousand Three Hundred and Seventy Seven) receivable by the Company from SECI, as reflected in the Valuation Date Accounts and outstanding for a period of more than 365 (Three Hundred and Sixty Five) days; and (ii) an amount equal to Rs. 7,25,772 (Rupees Seven Lakhs Twenty Five Thousand Seven Hundred and Seventy Two) receivable by the Company from the gram panchayat(s) in whose jurisdiction the AP Project is located, as reflected in the Valuation Date Accounts, provided by the Company as security deposit to such gram panchayat(s), and as the context may require, the term "Outstanding Receivable" shall mean any one of the Outstanding Receivables;

"Overall Cap" shall have the meaning assigned to the term in Clause 12.1.2(iv) of this Agreement;

"Owned AP Project Land" shall mean the private land located in various villages in Gurrankonda Mandal Lands, Vayalpadu Sub-district, Chittoor district of Andhra Pradesh aggregating to 89.80



(eighty nine point nine zero) acres, owned by the Company and forming part of the AP Project Land, divided into such parcels of land, details of which are provided in Part C of Annexure A of Schedule XI of this Agreement;

"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 Laws;

"Power of Attorney" shall have the meaning assigned to the term in Clause 7.2.2(vii)(d) of this Agreement;

"Power Purchase Agreements" shall collectively mean the MP Project PPA and AP Project PPA;

"Process Manager" shall have the meaning assigned to the term in Clause 5.12.2(ii)(a) of this Agreement;

"Projects" shall mean, collectively, the AP Project and the MP Project;

"Proposed Activities" shall have the meaning assigned to the term in Clause 9.1 of this Agreement;

"Punch List Items" shall collectively mean the action items listed in Schedule IV of this Agreement;

"Punch List Items Adjustment" shall have the meaning assigned to the term in Clause 4.2.3(iv) of this Agreement;

"Punch List Items Adjustment Event" shall have the meaning assigned to the term in Clause 4.2.3(i) of this Agreement;

"Purchaser Alternate Director" shall have the meaning assigned to the term in Clause 8A.1 of this Agreement;

"Purchaser Designated Bank Account" shall mean:

Beneficiary Name: Hero Solar Energy Pvt. Ltd

Bank Name: Yes Bank Ltd

Bank A/C No:- 023581400000510

NEFT/IFSC Code: YESB0000235

MICR: 110532050

Bank Address: Ground Floor G1, G2, G4 Chiranjiv Tower 43 Nehru Place New Delhi-110019

Bank Account Type: Current account

"Purchaser Asset Sale Amount" shall mean the sum total of (I) Unrecovered Amount; and (III) interest thereon calculated in the manner provided in Clause 5.12.2(i) of this Agreement;

"Purchaser Director" shall mean the Persons nominated by the Purchaser to be appointed as Directors on the Board on the First Closing Date and/or Second Closing Date;

"Representatives" shall have the meaning assigned to the term in Clause 15.1 of this Agreement;



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"Representations and Warranties" shall collectively mean the Seller I Primary Warranties, Other Sellers Primary Warranties and the Seller I Additional Warranties;

"Respective Seller First Closing DP Documents" shall have the meaning assigned to the term in Clause 7.1.2(iv) of this Agreement;

"Respective Seller Sale Shares" shall mean, collectively the Respective Seller First Closing Sale Shares and Seller I Second Closing Sale Shares;

"Respective Seller First Closing Sale Shares" shall mean, with respect to each Seller, such number of the First Closing Sale Shares as are mentioned against such Seller's name in **Part B of Schedule II** of this Agreement. It is clarified that beneficial ownership of all the Respective Seller First Closing Sale Shares vests with Seller I;

"Restated Articles" shall mean the Agreed Form of the Articles of the Company to be adopted by the Board and the shareholders of the Company on the First Closing Date;

"Sale Shares" shall have the meaning assigned to it in Recital C of this Agreement, aggregating to a sum total of Respective Seller First Closing Sale Shares and Seller I Second Closing Sale Shares;

"SECI" shall mean Solar Energy Corporation of India Limited, a government company incorporated under the Laws of India and having its registered office at D-3, First Floor, A Wing, District Centre, Saket, New Delhi 110017;

"Second Closing" shall have the meaning assigned to the term in Clause 7.2.1 of this Agreement;

"Second Closing Date" shall mean the date on which the Closing takes place;

"Second Closing Date Accounts" shall mean the unaudited, management accounts (comprising balance sheet, profit and loss account and statement of cash flows) of the Company prepared as of the Second Closing Date, duly certified by the Board and Seller I;

"Second Closing Date Payment" shall mean the amount equivalent to:

{Effective Purchase Price} - {First Closing Date Payment} - {Advance Consideration} - {Withholding Amounts} - {Outstanding Receivables} - {Excluded Assets Sale Consideration} - {APSPDCL Receivable Remittance};

"Second Closing Deliverables" shall mean the duly completed and executed irrevocable depository instructions issued to Seller I's depository participant in the prescribed format for transfer and delivery of Seller I Second Closing Sale Shares to the demat account of the Purchaser (and/or its nominee), along with Seller I's depository account statements evidencing ownership of the Seller I Second Closing Sale Shares, verified signatures of the authorized signatory of Seller I and all other relevant documentation required by the depository participant for the proposed transfer by Seller I of the Seller I Second Closing Sale Shares to the Purchaser (and/or its nominee) on the Second Closing Date;

"Second Tranche Conditions Precedent" shall have the meaning assigned to the term in Clause 6.2.1 of this Agreement;



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"Second Tranche Conditions Subsequent" shall have the meaning assigned to the term in Clause 8.2 of this Agreement;

"Second Tranche CP Completion Certificate" shall have the meaning assigned to the term in Clause 6.2.3 of this Agreement;

"Seller I Additional Warranties" shall have the meaning assigned to the term in Clause 11.1.7 of this Agreement;

"Seller I Designated Bank Account" shall mean the bank account having following details, unless otherwise specified by the Seller I to the Purchasor and the Escrow Agent:

Beneficiary Name: Waaree Energies Ltd.
Bank Name: HDFC Bank Ltd - Escrow A/c
Bank A/C No: 57500000115943
NEFT/IFSC Code: HDFC0001106
MICR: 400240151
Bank Address: BORIVALI EAST - STATION EAST
Bank Account Type: BORIVALI EAST - STATION EAST, MAHARASHTRA

"Seller I Primary Warranties" shall have the meaning assigned to the term in Clause 11.1.5 of this Agreement;

"Seller I Second Closing DP Documents" shall have the meaning assigned to the term in Clause 7.2.2(v) of this Agreement;

"Seller I Second Closing Sale Shares" shall mean such number of Equity Shares, legally and beneficially owned by Seller I, as are mentioned against Seller I's name in Part D of Schedule II of this Agreement, aggregating to 51% (Fifty One Percent) of the Company's issued and paid-up share capital as on the Execution Date and the Second Closing Date;

"Tax" shall mean all forms of applicable taxes (present or future), duties, levies, imposts, deductions, cesses, dues, charges or similar charges of any kind whatsoever in the applicable jurisdiction, including without limitation corporate income tax, wage or any other form of withholding tax, provident fund, employee state insurance and gratuity contributions, value added tax, goods and services tax, customs and excise duties, capital tax and other legal transaction taxes, stamp duty, dividend withholding tax, real estate taxes, gross receipts taxes, windfall profit taxes, employment taxes, severance taxes, franchise taxes, transfer taxes, profit taxes, registration taxes, unclaimed property or escheatment taxes, alternative or add on minimum taxes, estimated taxes, other municipal, provincial, state or local taxes and duties, environmental taxes and duties and any other type of taxes or duties in any relevant applicable jurisdiction, whether disputed or not together with any interest, penalties, surcharges or fines relating thereto, due, payable, levied, imposed upon or claimed to be owed in any relevant jurisdiction, and including any obligations to indemnify or otherwise assume or succeed to the Tax liability of any other Person;

"Tax Warranties" shall have the meaning assigned to the term in Clause 12.1.2(iii)(a)(III) of this Agreement;



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"Tender BG" shall mean the bank guarantee number 03007BGA18000162 dated May 3, 2018 issued by Central Bank of India in favour of Maharashtra State Power Generation Co. Ltd. ("Mahagenco") on behalf of the Company as bid security for bid submitted by the Company under request for proposal dated March 23, 2018 issued by Mahagenco for 50MW (Fifty Megawatt) solar power project(s) in Maharashtra;

"Third Party Action" shall have the meaning assigned to the term in Clause 12.2.4(i) of this Agreement;

"Third Party Action Notice" shall have the meaning assigned to the term in Clause 12.2.4(i) of this Agreement;

"Third Party Dispute Order" shall have the meaning assigned to the term in Clause 12.2.4(v) of this Agreement;

"Transaction Documents" shall mean this Agreement, the Disclosure Letter, the Escrow Agreement and such other agreements and documents that are agreed to be a Transaction Document by the Purchaser and Seller I in writing;

"Unauthorized Expenses" shall mean any expenditure, not being an Approved Expense, incurred by the Company post the Valuation Date till the Second Closing Date. It is hereby clarified that any cost, expenses, Taxes incurred by the Company and/or Sellers (and charged to the Company) in relation to (i) execution and delivery of this Agreement and the other Transaction Documents; (ii) performance or completion of transactions contemplated under this Agreement and the other Transaction Documents; and (iii) completion of the Conditions Precedent (as provided in Schedule V of this Agreement), shall be deemed to be Unauthorized Expenses;

"Unpaid Amount" shall have the meaning assigned to the term in Clause 5.11 of this Agreement;

"Unrecovered Amount" shall have the meaning assigned to the term in Clause 5.12.2(i) of this Agreement;

"Valuation Assumptions" shall have the meaning assigned to the term in Clause 4.1 of this Agreement;

"Valuation Assumption Adjustment" shall have the meaning assigned to the term in Clause 4.2.2(ii) of this Agreement;

"Valuation Date" shall mean March 31, 2018;

"Valuation Date Accounts" shall mean the Accounts of the Company prepared as of the Valuation Date;

"Valuation Date Working Capital" shall mean working capital of the Company as on the Valuation Date, calculations of which are provided in Schedule XVI of this Agreement;

"Vedaang Land" means the land admeasuring 30 (Thirty) acres located at Bhishan Khedi Village, Molga Village and Torniya Village in Madhya Pradesh, transferred by the Company to Vedaang Energies LLP vide (i) sale deed dated November 7, 2015 in relation to land admeasuring 4.82 (Four



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point Eight Two) acres located at Torniya Village; (ii) sale deed dated November 7, 2015 in relation to land admeasuring 6.71 (Six point Seven One) acres located at Molga Village; (iii) sale deed dated November 17, 2015 in relation to land admeasuring 10.92 (Ten point Nine Two) acres located at Bhishan Khedi Village; and (iv) agreement to sell dated November 20, 2015 in relation to land admeasuring 7.55 (Seven point Five Five) acres located at Bhishan Khedi Village;

“**Viability Gap Funding**” or “**VGF**” shall mean the viability gap funding of Rs. 1,17,50,00,000 (Rupees One Hundred and Seventeen Crores and Fifty Lakhs) granted to the Company by SECI under Batch I, Phase II of the Jawaharlal Nehru National Solar Mission, for the MP Project pursuant to the VGF Securitization Agreement;

“**VGF Securitization Agreement**” shall mean the viability gap funding securitization agreement dated April 25, 2014 entered into between the Company and SECI;

“**Visra**” means Visra ITCL (India) Limited, acting as the debenture trustee in respect of the non-convertible debentures issued by Seller I;

“**Visra Pledge**” means the pledge over the First Closing Sale Shares, created in favour of Visra to secure the non-convertible debentures issued by Seller I, pursuant to deed of pledge dated December 1, 2017, executed amongst, *inter alia*, Seller I and Visra;

“**WA III Cash Funding Date**” shall have the meaning assigned to the term in Clause 5.7(vi)(b) of this Agreement;

“**Waaree Cheque**” shall mean the cheque, payable on demand, bearing number 019172 issued by Seller I, drawn on the State Bank of India, for an of Rs. 10,00,00,000 (Rupees Ten Crores), in favour of the Purchaser;

“**Withholding Amount I**” shall mean an amount equal to Rs. 10,00,00,000 (Rupees Ten Crores) forming part of the Effective Purchase Price, payable in the manner provided in Clause 5.5 of this Agreement;

“**Withholding Amount II**” shall mean an amount equal to Rs. 1,00,00,000 (Rupees One Crore) forming part of the Effective Purchase Price, payable in the manner provided in Clause 5.6 of this Agreement;

“**Withholding Amount III**”, with respect to the AP BOCW Notice, shall mean an amount equal to Rs. 1,50,00,000 (Rupees One Crore and Fifty Lakhs), and with respect to the MP BOCW Notice, shall mean an amount equal to Rs. 3,80,00,000 (Rupees Three Crores Eighty Lakhs), each forming part of the Effective Purchase Price, payable in the manner provided in Clause 5.7 of this Agreement; and

“**Withholding Amounts**” shall collectively mean the Withholding Amount I, Withholding Amount II and Withholding Amount III.

1.2 Interpretation

1.2.1 The following rules of interpretation shall apply to this Agreement unless the context requires otherwise or is expressly specified otherwise:



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- (i) the definitions in Clause 1.1 above shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms;
- (ii) all references herein to Clauses and Schedules shall be deemed to be references to clauses of, and schedules to, the Transaction Documents unless the context shall otherwise require. All Schedules attached hereto shall be deemed incorporated herein as if set forth in full herein. The terms "clause(s)" and "sub-clause(s)" shall be used herein interchangeably. The words "hereof," "herein" and "hereunder" and words of similar import when used in the Transaction Documents shall refer to the Transaction Documents as a whole and not to any particular provision of the Transaction Documents;
- (iii) the words "include", "includes", and "including" shall be deemed to be followed by the words "without limitation";
- (iv) unless expressly contradicted or otherwise qualified, (a) all references to a Person also refer to that Person's successors and permitted assigns, including permitted transferees; and (b) all references to and definitions of any agreement, instrument or statute herein or in any agreement or instrument referred to herein mean such agreement, instrument or statute, including the Articles, as may be amended, modified, supplemented or restated from time to time, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein;
- (v) reference to any Applicable Law shall include references to any such Applicable Law as it may, after the Execution Date, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision;
- (vi) the Parties have participated jointly in the negotiation and drafting of this Agreement; accordingly, in the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any provisions of this Agreement;
- (vii) time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended in accordance with the provisions of the Transaction Documents, then such extended time shall also be of the essence;
- (viii) if any provision in Clause 1.1 (*Definitions*) or this Clause 1.2 (*Interpretation*) of this Agreement is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement;
- (ix) 'Consent' of any Party shall always mean prior written consent exercised in the manner provided in the Agreement;
- (x) headings are for convenience only and do not affect the interpretation of this Agreement;
- (xi) words importing the singular include the plural and *vice versa*;



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- (xii) for the purpose of the Disclosure Letter, "fully, fairly and accurately disclosed" means disclosed in such manner and in such detail as to enable, a reasonable Person to make an informed assessment of the matter concerned;
- (xiii) words "directly or indirectly" and "directly and/or indirectly" mean directly or indirectly through one or more intermediary Persons, and "direct or indirect" and "direct and/or indirect" shall have the correlative meanings, respectively;
- (xiv) in relation to any document, the 'Agreed Form' shall mean such form of the document which has been mutually agreed amongst the Purchaser and Seller I;
- (xv) when any number of days is prescribed in the Transaction Documents, the same shall be reckoned exclusively of the first and inclusively of the last day; and
- (xvi) any reference to "writing" includes printing, typing, lithography, e-mail and other means of reproducing words in visible form.

2. SALE AND PURCHASE OF SALE SHARES

- 2.1 Subject to the terms and conditions of the Transaction Documents (including, without limitation, fulfilment of each of the Conditions Precedent to the satisfaction of, or waiver in writing by, the Purchaser (acting reasonably), and in reliance of the Representations and Warranties and other covenants, indemnities and undertakings set out in this Agreement and the other Transaction Documents, and in consideration of the Effective Purchase Price to be paid by the Purchaser to Seller I in respect of the Sale Shares in accordance with the terms hereof, the Purchaser (along with its nominee) agrees to purchase from the Sellers and each of the Sellers agrees to sell and transfer to the Purchaser (and its nominee), on the First Closing Date, the Respective Seller First Closing Sale Shares, and on the Second Closing Date, the Seller I Second Closing Sale Shares, free of any and all Encumbrances (save and except for the pledge created over the Seller I Second Closing Sale Shares in favour of the Lenders for securing the Continuing Loans availed by the Company), and together with all the rights, benefits, title and interest (legal and beneficial) now or hereafter appertaining thereto, in a manner more particularly detailed in this Agreement and the other Transaction Documents.
- 2.2 The shareholding pattern of the Company as on the Execution Date and immediately prior to the First Closing is as set out in **Part A of Schedule II** of this Agreement. The shareholding pattern of the Company immediately after the First Closing on the First Closing Date (as resulting from performance of the transactions agreed under this Agreement) shall be as set out in **Part C of Schedule II** of this Agreement and the shareholding pattern of the Company immediately after the Second Closing on the Second Closing Date (as resulting from performance of the transactions agreed under this Agreement) shall be as set out in **Part E of Schedule II** of this Agreement.
- 2.3 The Parties agree and acknowledge that the Other Sellers are holding the Respective Seller First Closing Sale Shares for and on behalf of Seller I, as its nominees. It is clarified that the liability of the Other Sellers under the terms hereof shall be limited to the Other Sellers Primary Warranties as provided in Clause 11.1.6 hereto, as severally applicable to them, and no other warranties whatsoever. It is also clarified that other than the Other Sellers Primary Warranties, the Other Sellers have not provided any other representations and warranties of any nature whatsoever. It is also clarified that all



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or any liabilities of the Other Sellers under the terms hereof, whether in respect of the Other Sellers Primary Warranties or otherwise, shall be several and not joint. It is further clarified that Seller I will be liable for all matters arising under this Agreement and other Transaction Documents in relation to all of the Sale Shares (including the warranties provided by Other Sellers).

3. ACTIONS ON THE EXECUTION DATE AND IMMEDIATELY AFTER THE EXECUTION DATE

3.1 On the Execution Date:

- (i) The Company shall provide the Purchaser certified copy(ies) of the resolution(s) duly passed by its Board authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents by its authorized representative(s);
- (ii) Seller I shall provide the Purchaser and the Company: (a) certified copy(ies) of the resolution(s) duly passed by its board of directors authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents by its authorized representative(s); and (b) letter issued by Seller I to the Other Sellers holding the Respective Seller First Closing Sale Shares for and on behalf of Seller I, authorising and instructing them to execute, deliver and perform their respective obligations under this Agreement and the other Transaction Documents and transfer the Respective Seller First Closing Sale Shares to the Purchaser on the First Closing Date in the manner provided in this Agreement and the other Transaction Documents;
- (iii) Each Other Seller shall provide the Purchaser and the Company duly executed, stamped and notarised power of attorney appointing Mr. Hitesh Mehta, son of Mr. Pranjivan Mehta, resident of F-202, Krishna Residency, Sundar Nagar, Malad West, Mumbai - 400064, as the lawful and duly constituted attorney of such Other Seller;
- (iv) The Purchaser shall provide Seller I certified copy(ies) of the resolution(s) duly passed by the board of directors of the Purchaser authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents by its authorized representative(s); and
- (v) The Parties shall enter into the Escrow Agreement with the Escrow Agent in the Agreed Form and appoint the Escrow Agent to act as the escrow agent to perform the activities provided in the Escrow Agreement.

3.2 Seller I acknowledges and affirms to the Purchaser that as of the Execution Date, Seller I has intimated to Vistra about the transactions contemplated under this Agreement and the other Transaction Documents, and has obtained an in-principle approval from Vistra in respect of the same, including (i) approval for release of Vistra Pledge over the First Closing Sale Shares; (ii) transfer of the First Closing Date Payment to Seller I Designated Bank Account; and (iii) sale and transfer of the First Closing Sale Shares by the Sellers to the Purchaser against the First Closing Date Payment, in accordance with the terms hereof and the terms of the Escrow Agreement.

3.3 Within a period of 5 (Five) Business Days from the Execution Date:

- (i) the Parties shall cause the Escrow Agent to open the Escrow Bank Account in accordance with the terms of the Escrow Agreement. The Escrow Bank Account shall be opened in the name of the Purchaser and be operated and maintained by the Escrow Agent as per the terms of the



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Escrow Agreement;

- (ii) Seller I shall furnish/deliver the respective Seller's First Closing Deliverables to the Escrow Agent with respect to the transfer of the First Closing Sale Shares by the Sellers to the Purchaser on the First Closing Date, in accordance with the terms hereof and the Escrow Agreement; and
- (iii) Seller I shall furnish/deliver the Second Closing Deliverables to the Escrow Agent with respect to the transfer of the Seller I Second Closing Sale Shares by Seller I to the Purchaser on the Second Closing Date, in accordance with the terms hereof and the Escrow Agreement.

3.4 Within 3 (Three) days of completion of the actions provided in Clause 3.3 above and receipt of confirmation by the Purchaser from the Escrow Agent in this respect, the Purchaser shall remit 100% (One Hundred Percent) of the Assumed Purchase Price *reduced by* the Advance Consideration ("Escrow Consideration") in the Escrow Bank Account ("Escrow Deposit Date"). The Purchaser has the right to fund the Escrow Bank Account with the Escrow Consideration by way of cash and/or bank guarantee(s) (to be issued in Agreed Form), as per its discretion; *provided that* the amount equal to the First Closing Date Payment shall be funded by the Purchaser in the Escrow Bank Account only by way of cash. It is clarified that the Purchaser shall have the right, at any time, by issuing instructions to the Escrow Agent (along with a copy to Seller I), to substitute existing bank guarantee(s) deposited as part of the Escrow Consideration, with one or more bank guarantee(s) aggregating to the same amount as the bank guarantee(s) being replaced (subject to or reduced by the amounts deposited in cash by the Purchaser in the Escrow Bank Account). It is further clarified that the Purchaser shall not be under an obligation to deposit an amount equal to the Excluded Assets Sales Consideration, Outstanding Receivables and APSPDCL Receivable Remittance in the Escrow Bank Account as part of the Escrow Consideration.

3.5 Within 1 (One) day of credit of the Escrow Consideration in the Escrow Bank Account, the Escrow Agent shall notify Seller I, and Seller I shall further notify Vistra, with a copy to the Purchaser and the Company, that the Escrow Bank Account has been opened and maintained in accordance with the Escrow Agreement and the Escrow Consideration (including the First Closing Date Payment) has been credited to the Escrow Bank Account, out of which the First Closing Date Payment shall be transferred to Seller I Designated Bank Account as consideration for the transfer of the First Closing Sale Shares by the Sellers to the Purchaser, in accordance with the terms of this Agreement and the Escrow Agreement, on the First Closing Date.

3.6 Along with the intimation notice to Vistra as mentioned in Clause 3.5 above, Seller I shall also make an application to Vistra, with a copy to the Purchaser, the Company and the Escrow Agent, requiring/seeking Vistra to release the Vistra Pledge on the First Closing Sale Shares.

4. PURCHASE PRICE

4.1 Equity Consideration

The aggregate purchase consideration for the sale and transfer of all the Sale Shares by the Sellers to the Purchaser in accordance with this Agreement and the other Transaction Documents shall be Rs. 183,79,37,986 (Rupees One Hundred Eighty Three Crores Seventy Nine Lakhs Thirty Seven Thousand and Nine Hundred Eighty Six) ("Equity Consideration"), subject to the adjustments as provided in Clause 4.2 below ("Effective Purchase Price"). The Sellers and the Purchaser agree and acknowledge that the Equity Consideration has been determined amongst the Purchaser and Seller I, as of the



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Valuation Date, basis the valuation assumptions provided in Schedule III of this Agreement ("Valuation Assumptions") and the Valuation Date Accounts.

4.2 Effective Purchase Price

4.2.1 The Effective Purchase Price to be paid by the Purchaser to Seller I for the transfer of all the Sale Shares by the Sellers to the Purchaser, shall be determined in the manner provided below:

Effective Purchase Price = {Equity Consideration} + {Valuation Date Working Capital} + {Excluded Assets Sale Consideration} - {Unauthorised Expenses} + {APSPDCL Receivable Remittance} + {Outstanding Receivables} - {Valuation Assumption Adjustment} - {Punch List Items Adjustment} + {BG Interest on Second Closing Date Payment}

4.2.2 Seller I and the Purchaser shall agree on the adjustments to be made on account of Unauthorized Expenses and Valuation Assumption Adjustment from the Equity Consideration before the Second Closing Date in the following manner:

- (i) Seller I shall provide to the Purchaser, along with the Second Tranche CP Completion Certificate: (a) the *pro-forma* Second Closing Date Accounts; and (ii) duly certified (by the respective bank) statements of all bank accounts maintained and operated by the Company for the period commencing on the Valuation Date till the date of issuance of the Second Tranche CP Completion Certificate;
- (ii) the Purchaser shall verify the *pro-forma* Second Closing Date Accounts and the bank statements provided by Seller I, and evaluate the adjustments to be made to the Equity Consideration on account of Unauthorized Expenses and breach/failure of the Valuation Assumption mentioned at paragraph 7 of Schedule III hereto ("Valuation Assumption Adjustment");
- (iii) within 1 (One) day of receipt of the *pro-forma* Second Closing Date Accounts and the bank statements (as provided in sub-clause (i) above), the Purchaser shall:
 - (a) if it has no objections to the *pro-forma* Second Closing Date Accounts and the interest expense incurred by the Company in servicing the Continuing Loans, issue an acceptance/confirmation notice to Seller I; or
 - (b) if it has any objections to the *pro-forma* Second Closing Date Accounts on account of Unauthorized Expenses incurred by the Company and/or the Valuation Assumption Adjustment, issue a notice to that effect to Seller I along with its proposed calculation of the Unauthorized Expenses and the Valuation Assumption Adjustment;
- (iv) in case the Purchaser issues a confirmation/acceptance notice as per Clause 4.2.2(iii)(a) above, no adjustments will be made to the Equity Consideration on account of Unauthorized Expenses Valuation Assumption Adjustment;
- (v) in case the Purchaser issues an objection notice as per Clause 4.2.2(iii)(b) above, within 1 (One) day of receipt of such notice by Seller I from the Purchaser, the Purchaser and Seller I shall endeavour to mutually agree in good faith on the amount of Unauthorized Expenses and/or Valuation Assumption Adjustment to be adjusted from the Equity Consideration; and



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- (vi) in the event the Purchaser and Seller I are unable to agree on the amount of the Unauthorized Expenses and/or Valuation Assumption Adjustment to be adjusted from the Equity Consideration in accordance with Clause 4.2.2(v) above, the adjustment proposed by the Purchaser shall be accepted by Seller I, provided that the said adjustments are in accordance with the terms of this Agreement and the Purchaser has acted reasonably and in good faith in making such adjustments from the Equity Consideration.

4.2.3 Seller I and the Purchaser shall agree on the adjustments to be made on account of Punch List Items Adjustment from the Equity Consideration before the Second Closing Date in the following manner:

- (i) (a) If Seller I has issued the Second Tranche CP Completion Certificate to the Purchaser, and upon technical diligence/inspection of the Punch List Items, the Purchaser is not satisfied therewith, the Purchaser shall issue an intimation to such effect to Seller I; or (b) if all the Punch List Items are not completed by Seller I to the satisfaction of the Purchaser as Second Tranche Condition Precedent, then Seller I shall seek a waiver of such Second Tranche Condition Precedent from the Purchaser, and the Purchaser may in its sole discretion waive such Second Tranche Condition Precedent (each of (a) and (b) hereinafter referred to as "**Punch List Items Adjustment Event**");
- (ii) Upon occurrence of a Punch List Items Adjustment Event, Seller I shall furnish all information, documents, reports and such other materials as may be required by the Purchaser pertaining to the in-progress/pending/deficient Punch List Items. Within 1 (One) Business Day of receipt of the aforementioned documents and information from Seller I, the Purchaser shall appoint an independent/third party consultant (with intimation to Seller I), to provide an estimate of the costs and expenses that will be incurred in completing the in-progress/pending/deficient Punch List Items as determined by the Purchaser;
- (iii) Upon receipt of the estimate of costs and expenses from the independent/third party consultant as mentioned above, and subject to all other Second Tranche Conditions Precedent having been fulfilled to the satisfaction of the Purchaser (and/or waived by the Purchaser), Seller I shall issue a fresh Second Tranche CP Completion Certificate to the Purchaser and the Parties shall proceed to Second Closing in the manner provided in Clause 7.2 below; and
- (iv) The Equity Consideration shall stand adjusted by, in addition to other adjustments provided in this Agreement, an amount equal to the estimate provided by the independent/third party consultant of the costs and expenses that will be incurred in completing the in-progress/pending/deficient Punch List Items ("**Punch List Items Adjustment**").

4.3 The Parties agree that the activities mentioned in Clause 4.2.2 and Clause 4.2.3 above will be completed by the Parties at least 2 (Two) days prior to the Second Closing Date, to arrive at the Effective Purchase Price. The Parties shall cause their respective representatives to cooperate and assist each other in the preparation of the Second Closing Date Accounts and the calculations of the adjustments to the Equity Consideration in accordance with this Clause 4.

5. PAYMENT TERMS

5.1 The Purchaser will pay the Effective Purchase Price to Seller I in consideration of the Sale Shares in the manner set out below.



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- 5.2 **Advance Consideration.** The Parties acknowledge that as of the Execution Date, the Purchaser has paid an aggregate amount of Rs. 25,00,00,000 (Rupees Twenty Five Crores) to Seller I as advance consideration for the Seller I Second Closing Sale Shares ("Advance Consideration") on the respective Advance Consideration Payment Date, and Seller I has secured the Advance Consideration by way of the Advance Bank Guarantee and the Waaree Cheque.
- 5.3 **First Closing Date Payment.** In consideration for the transfer of the First Closing Sale Shares by the Sellers to the Purchaser on the First Closing Date, the Escrow Agent shall, in accordance with the Escrow Agreement, release an amount equal to the First Closing Date Payment, to Seller I Designated Bank Account, in the manner provided in Clause 7.1.2(ii) below.
- 5.4 **Second Closing Date Payment.** Upon transfer of the Seller I Second Closing Sale Shares by Seller I to the Purchaser on the Second Closing Date, the Escrow Agent shall, in accordance with the terms hereof and the Escrow Agreement, release an amount equal to the Second Closing Date Payment to Seller I Designated Bank Account along with BG Interest thereon.
- 5.5 **Withholding Amount I**
- (i) As soon as reasonably possible but not later than within 2 (Two) Business Days of receipt of full payment by the Company from SECI, against the invoice raised by the Company on SECI for the month of June 2018 for the energy supplied by the Company from the MP Project, the Purchaser shall notify the Escrow Agent (with a copy to Seller I) of the same. The Escrow Agent shall, upon expiry of 2 (Two) Business Days from the date of receipt of the said notice from the Purchaser, release an amount aggregating to Rs. 5,00,00,000 (Rupees Five Crores) to the Seller I Designated Bank Account, along with BG Interest thereon.
- (ii) As soon as reasonably possible but not later than within 2 (Two) Business Days of receipt of full payment by the Company from SECI, against the invoice raised by the Company on SECI for the month of July 2018 for the energy supplied by the Company from the MP Project, the Purchaser shall notify the Escrow Agent (with a copy to Seller I) of the same. The Escrow Agent shall, upon expiry of 2 (Two) Business Days from the date of receipt of the said notice from the Purchaser, release an amount aggregating to Rs. 5,00,00,000 (Rupees Five Crores) to the Seller I Designated Bank Account, along with BG Interest thereon.
- (iii) The Parties agree that if (a) any of the invoices raised by the Company on SECI for the months of June 2018 and July 2018 is not accepted and duly paid for by SECI in full; and/or (b) SECI raises any objections/observations on any or both of the said invoices or any objections/observation raised by SECI are not vacated by SECI, at least 5 (Five) Business Days prior to expiry of the Escrow Agreement Term, the Purchaser shall, 2 (Two) Business Days prior to the expiry of the Escrow Agreement Term, issue a notice to the Escrow Agent (with a copy to Seller I) requiring the Escrow Agent to, upon expiry of 2 (Two) Business Days from the date of receipt of such notice, release the portion of Withholding Amount I standing to the credit of the Escrow Bank Account, to the Purchaser Designated Bank Account along with BG Interest (if any). Upon occurrence of the aforesaid events, within 5 (Five) Business Days, Seller I shall refund to the Purchaser any portion of the Withholding Amount I remitted by the Escrow Agent to Seller I from the Escrow Bank Account under the terms of this Clause 5.5 and the Escrow Agreement, along with interest calculated on such amount, at the rate of 12% (Twelve Percent) per annum, from the date of receipt of such portion of the Withholding Amount I by Seller I, till the date of actual refund by Seller I to the Purchaser. *Provided that* if Seller I fails to refund the



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aforementioned amounts to the Purchaser within the time prescribed, the Purchaser shall be entitled to set off such amounts from any remittance/payment of any other tranche or part of the Withholding Amounts payable by the Purchaser to Seller I.

Provided further that if the Company receives full payment from SECI against any of the outstanding invoices issued by the Company on SECI for the months of June 2018 and July 2018, post the release of the Withholding Amount I (or portion thereof) to the Purchaser Designated Bank Account and refund of balance Withholding Amount I by Seller I to the Purchaser, in accordance with sub-clause (iii) above, the Purchaser shall remit an amount equal to the corresponding Withholding Amount I to Seller I Designated Bank Account, within 5 (Five) Business Days of receipt of the corresponding full invoiced amount by the Company from SECI.

The Purchaser and the Company hereby agree and undertake to provide all reasonable assistance and co-operation to Seller I in relation to corresponding and engaging with SECI for pursuing the above mentioned payments against the invoices in full raised for June 2018 and July 2018 by the Company, *provided that* the Purchaser and/or the Company shall not, in any manner, be held liable to Seller I in the event payments against invoices for the months of June 2018 and/or July 2018 are not made by SECI to the Company in full.

5.6 Withholding Amount II

- (i) As soon as reasonably possible but not later than within 2 (Two) Business Days of the full and final release/discharge of the Tender BG and release of the margin money of Rs. 25,00,000 (Rupees Twenty Five Lakhs) by Central Bank of India in favour of the Company (and the Purchaser receiving necessary documentary evidence in this respect), the Purchaser shall notify the Escrow Agent of the same (with a copy to Seller I). The Escrow Agent shall upon expiry of 2 (Two) Business Days from the date of receiving the aforesaid notice from the Purchaser, release an amount equal to Withholding Amount II to the Seller I Designated Bank Account, along with BG Interest thereon if any.
- (ii) In the event the Tender BG is invoked by Mahagenco, the Purchaser shall notify the Escrow Agent of the same (with a copy to Seller I), as soon as reasonably possible but not later than within 2 (Two) Business Days of the occurrence thereof. The Escrow Agent shall, upon the expiry of 2 (Two) Business Days from the date of receipt of the aforesaid notice, release the entire Withholding Amount II to the Purchaser Designated Bank Account, along with BG Interest (if any), and no amount shall be payable by the Purchaser to Seller I on account of Withholding Amount II.
- (iii) The Parties agree that if the Tender BG is neither invoked nor released by Mahagenco in the manner provided in Clause 5.6(i) and (ii) at least 5 (Five) Business Days prior to expiry of the Escrow Agreement Term, the Purchaser shall, 2 (Two) Business Days prior to the expiry of the Escrow Agreement Term, issue a notice to the Escrow Agent (with a copy to Seller I) requiring the Escrow Agent to, upon expiry of 2 (Two) Business Days from the date of receipt of such notice, release the Withholding Amount II to the Purchaser Designated Bank Account along with BG Interest (if any) by the Escrow Agent.

Provided that if the Tender BG is released by Mahagenco (and margin money of Rs. 25,00,000 (Rupees Twenty Five Lakhs) is released by Central Bank of India in favour of the Company (and the Purchaser receives necessary documentary evidence in this respect) post the release of the



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Withholding Amount II to the Purchaser Designated Bank Account in accordance with sub-clause (iii) above, the Purchaser shall remit an amount equal to Withholding Amount II to Seller I Designated Bank Account, within 5 (Five) Business Days of release of the Tender BG by Mahagenco (and release of margin money of Rs. 25,00,000 (Rupees Twenty Five Lakhs) by Central Bank of India in favour of the Company (and the Purchaser receiving necessary documentary evidence in this respect) in favour of the Company.

5.7 Withholding Amount III

- (i) As soon as reasonably possible but not later than within 2 (Two) Business Days of the Joint Commissioner of Labour, Tirupati (or any other relevant Governmental Authority) passing/issuing a final assessment/order/judgment/directive against the Company, in relation to the AP BOCW Notice, requiring the Company to deposit or pay any amount due as arrears of BOCW Cess along with interest and/or penalty thereon, if any, ("BOCW Claim Amount") in relation to the AP Project, with or to any Governmental Authority or Person in full and final disposal of the AP BOCW Notice, the Purchaser shall notify the Escrow Agent of the same (with a copy to Seller I). The Escrow Agent shall, upon the expiry of 2 (Two) Business Days from the date of receipt of the aforesaid notice, release an amount equal to Rs. 1,50,00,000 (Rupees One Crore Fifty Lakhs) to the Purchaser Designated Bank Account, along with BG Interest, if any.

Provided that if the BOCW Claim Amount in relation to the AP Project is lower than the corresponding Withholding Amount III withheld by the Purchaser, within 2 (Two) Business Days of issuance/passing of the aforesaid final assessment/order/judgment/directive, the Purchaser shall notify the Escrow Agent of the same (with a copy to Seller I). The Escrow Agent shall, upon the expiry of 2 (Two) Business Days from the date of the aforesaid notice, release (a) an amount equal to the BOCW Claim Amount in relation to the AP Project to the Purchaser Designated Account, along with BG Interest (if any); and (b) an amount equal to corresponding Withholding Amount III reduced by BOCW Claim Amount for the AP Project to Seller I Designated Bank Account, along with BG Interest thereon.

- (ii) As soon as reasonably possible but not later than within 2 (Two) Business Days of the Joint Commissioner of Labour, Tirupati (or any other relevant Governmental Authority) passing/issuing a final assessment/order/judgment/directive in favour of the Company, in full and final disposal of the AP BOCW Notice, the Purchaser shall notify the Escrow Agent of the same (with a copy to Seller I). The Escrow Agent shall, upon the expiry of 2 (Two) Business Days from the date of the aforesaid notice, release an amount equal to Rs. 1,50,00,000 (Rupees One Crore Fifty Lakhs) to the Seller I Designated Bank Account, along with the BG Interest thereon.
- (iii) As soon as reasonably possible but not later than within 2 (Two) Business Days of the Deputy Commissioner, Labour Department – Indore (or any other relevant Governmental Authority) passing/issuing a final assessment/order/judgment/directive against the Company, in relation to the MP BOCW Notice, requiring the Company to deposit or pay any BOCW Claim Amount in relation to the MP Project with or to any Governmental Authority or Person in full and final disposal of the MP BOCW Notice, the Purchaser shall notify the Escrow Agent of the same (with a copy to Seller I). The Escrow Agent shall, upon the expiry of 2 (Two) Business Days from the date of the aforesaid notice, release an amount equal to Rs. 3,80,00,000 (Rupees Three Crores Eighty Lakhs) to the Purchaser Designated Bank Account, along with BG Interest (if



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any).

Provided that if the BOCW Claim Amount in relation to the MP Project is lower than the corresponding Withholding Amount III withheld by the Purchaser, within 2 (Two) Business Days of issuance/passing of the aforesaid final assessment/order/judgment/directive, the Purchaser shall notify the Escrow Agent of the same (with a copy to Seller I). The Escrow Agent shall, upon the expiry of 2 (Two) Business Days from the date of receipt of the aforesaid notice, release (a) an amount equal to the BOCW Claim Amount in relation to the MP Project to the Purchaser Designated Amount, along with BG Interest (if any); and (b) an amount equal to corresponding Withholding Amount III *reduced by* BOCW Claim Amount for the MP Project, to Seller I Designated Bank Account, along with BG Interest, if any.

- (iv) As soon as reasonably possible but not later than within 2 (Two) Business Days of the Deputy Commissioner, Labour Department – Indore (or any other relevant Governmental Authority) passing/issuing a final assessment/order/judgment/directive in favour of the Company, in full and final disposal of the MP BOCW Notice, the Purchaser shall notify the Escrow Agent of the same (with a copy to Seller I). The Escrow Agent shall, upon the expiry of 2 (Two) Business Days from the date of receipt of the aforesaid notice, release an amount equal to Rs. 3,80,00,000 (Rupees Three Crores Eighty Lakhs) to the Seller I Designated Bank Account, along with the BG Interest thereon, if any.
- (v) The Purchaser and Seller I agree that if the final assessment/order/judgment/directive is issued/passed by the relevant Governmental Authority prior to expiry of the Escrow Agreement Term, in full and final disposal of any or both the BOCW Notices, and the BOCW Claim Amount in relation to AP Project and/or MP Project is over and above the corresponding portion of the Withholding Amount III, the Purchaser shall be entitled to set off an amount equal to such excess BOCW Claim Amount payable by the Company from any remittance/payment of any other tranche or part of the Withholding Amounts payable by the Purchaser to Seller I, and if all other Withholding Amounts have already been paid by the Purchaser to Seller I in accordance with the terms hereof, Seller I shall be liable to forthwith pay an amount equal to the excess BOCW Claim Amount to the Purchaser, along with interest at the rate of 12% (Twelve Percent) per annum from the date such amount falls due by Seller I till the date of actual payment by Seller I.
- (vi) The Purchaser and Seller I agree that if any or both the MP BOCW Notice and the AP BOCW Notice are not finally adjudicated upon in the manner provided above, at least 5 (Five) Business Days prior to expiry of the Escrow Agreement Term: then,
- (a) At least 3 (Three) Business Days prior to expiry of the Escrow Agreement Term, Seller I shall furnish an unconditional and irrevocable bank guarantee with a validity of at least 1 (One) year from the date of issuance thereof, which shall be in the Agreed Form ("BOCW Bank Guarantee"), to the Purchaser of an amount equal to the relevant portion of the Withholding Amount III (for the MP Project and/or the AP Project as may be applicable) standing to the credit of the Escrow Bank Account as on such date ("BOCW Bank Guarantee Amount");

Provided that, in the event Seller I fails to provide the BOCW Bank Guarantee to the Purchaser within the time prescribed under this Clause 5.7(vi)(a), the Purchaser shall, 2 (Two) Business Days prior to the expiry of the Escrow Agreement Term, issue a notice



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to the Escrow Agent (with a copy to Seller I) requiring the Escrow Agent to, upon the expiry of 2 (Two) Business Days from the date of receipt of such notice by the Escrow Agent, release an amount equal to the BOCW Bank Guarantee Amount to the Purchaser Designated Bank Account, along with BG Interest (if any).

- (b) Subject to the Purchaser receiving the BOCW Bank Guarantee (in the Agreed Form), at least 2 (Two) Business Days prior to the expiry of the Escrow Agreement Term, the Purchaser shall issue a notice to the Escrow Agent (with a copy to Seller I) requiring the Escrow Agent to, upon the expiry of 2 (Two) Business Days from the date of receipt of such notice by the Escrow Agent, release an amount equal to the BOCW Bank Guarantee Amount to Seller I Designated Bank Account. The date on which the Purchaser deposits (in cash) the amount equal to BOCW Bank Guarantee Amount to the Escrow Bank Account for the purpose this sub-clause (b), hereinafter referred to as the "WA III Cash Funding Date";
- (c) Post the release of the BOCW Bank Guarantee Amount to the Seller I Designated Bank Account as provided in sub-clause (b) above, if any of the pending/outstanding BOCW Notices is finally adjudicated in favour of the Company, the Purchaser shall, within 5 (Five) Business Days of issuance of the final assessment/order/judgment/directive by the concerned Governmental Authority: (I) return the corresponding portion of the BOCW Bank Guarantee to Seller I, without any Claims; and (II) remit to Seller I Designated Bank Account an amount equal to interest, at the rate of 6.5% (Six point Five percent) per annum, on the corresponding BOCW Bank Guarantee Amount, calculated from the Escrow Deposit Date till the WA III Cash Funding Date;
- (d) Post the release of the BOCW Bank Guarantee Amount to the Seller I Designated Bank Account as provided in sub-clause (b) above, if any of the pending/outstanding BOCW Notices is finally adjudicated against the Company, requiring the Company to deposit or pay any BOCW Claim Amount in relation to the relevant BOCW Notice with or to any Governmental Authority or Person in full and final disposal of such BOCW Notice, Seller I shall, within 5 (Five) Business Days of issuance of such final assessment / order / judgment / directive, pay an amount equal to the BOCW Claims Amount to the Purchaser, along with interest at the rate of 12% (Twelve per cent) per annum calculated from the WA III Cash Funding Date till the date of payment of such amounts by Seller I to the Purchaser. In the event Seller I does not remit the aforementioned amounts to the Purchaser within the prescribed time period, the Purchaser shall be entitled to invoke the corresponding portion of the BOCW Bank Guarantee without any prior notice to Seller I. If the BOCW Bank Guarantee Amount is not sufficient to make the Purchaser whole in respect of the aforementioned amounts, the Purchaser shall be entitled to recover such deficit amounts from Seller I along with interest at the rate of 12% (Twelve per cent) per annum; and
- (e) Seller I agrees and acknowledges that in the event any or both the BOCW Notices are not finally adjudicated at least 7 (Seven) Business Days prior to the expiry of the BOCW Bank Guarantee, Seller I shall, at least 5 (Five) Business Days prior to the date of expiry of the BOCW Bank Guarantee, cause the extension of the validity of the BOCW Bank Guarantee by 1 (One) year, and provide necessary documents evidencing such extension to the Purchaser. The Purchaser and Seller I agree that the procedure mentioned herein under sub-clause (e) shall be repeated by Seller I and the Purchaser till the final



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adjudication of the BOCW Notices in the manner envisaged under this Clause 5.7 of this Agreement. The Purchaser and Seller I further agree that if Seller I does not cause the extension of the validity of the BOCW Bank Guarantee, as provided under this sub-clause (e), within the time prescribed, the Purchaser shall be entitled to invoke the BOCW Bank Guarantee, without any prior notice to Seller I, to recover the BOCW Bank Guarantee Amount; and Seller I shall be liable to pay to the Purchaser interest on such amount calculated at the rate of 12% (Twelve Percent) per annum from the WA III Cash Funding Date till the date of actual payment by Seller I to the Purchaser.

- 5.8 **Excluded Assets Sale Consideration.** The Parties agree and acknowledge that upon completion of transfer of the Excluded Assets (or any portion thereof) by the Company to Seller I (or any person identified by Seller I), in accordance with Clause 9 below, and receipt of the Excluded Assets Sale Consideration (or any portion thereof) by the Company, the Purchaser shall make payment of the Excluded Assets Sale Consideration to the Seller I Designated Bank Account within 5 (Five) Business Days of later of: (i) receipt of the Excluded Assets Sale Consideration by the Company; and (ii) receipt by the Company of all relevant Consents from third parties (including Lenders) for remittance of the Excluded Assets Sale Consideration (or part thereof) by the Company to the Purchaser. It is clarified that in the event the transfer of the Excluded Assets (or any portion thereof) is completed in accordance with Clause 9 prior to the Second Closing Date, the Excluded Assets Sale Consideration (or any portion thereof) received by the Company prior to the Second Closing Date shall be added to the Second Closing Date Payment and paid to Seller I by the Purchaser on the Second Closing Date; provided the Company receives all relevant Consents from third parties (including Lenders) for remittance of the Excluded Assets Sale Consideration (or part thereof) by the Company to the Purchaser.
- 5.9 **APSPDCL Receivable.** The Parties agree and acknowledge that upon receipt of each tranche of the APSPDCL Receivable by the Company from APSPDCL, the Purchaser shall make payment of an amount equal to the amount received by the Company from APSPDCL *reduced by* the rate of dividend distribution tax as applicable on the date of such remittance to the Seller I Designated Bank Account, within 5 (Five) Business Days of later of: (i) receipt of each tranche of the APSPDCL Receivable by the Company; and (ii) receipt by the Company of all relevant Consents from third parties (including Lenders) for remittance of an amount equal to APSPDCL Receivable Remittance by the Company to the Purchaser.
- 5.9A The Purchaser and Seller I agree that in the event any or both the amounts mentioned at Clauses 5.8 and 5.9 above are not remitted by the Purchaser to Seller I within the time prescribed above ("Due Date"), the Purchaser shall be liable to pay such amounts to Seller I along with interest calculated in the manner provided below, till the date of payment of such outstanding amounts by the Purchaser to Seller I:
- (i) interest on the outstanding amount (as per Clause 5.8 and/or Clause 5.9 above) at the rate of 12% (Twelve Percent) per annum, for the period commencing from the Due Date till the expiry of 3 (Three) months from the Due Date of the aforementioned amounts by the Purchaser to Seller I;
 - (ii) if the outstanding amount (as per Clause 5.8 and/or Clause 5.9 above), along with interest determined as per Clause 5.9A(i) has not been paid to Seller I by the Purchaser on or prior to the expiry of 3 (Three) months from the Due Date, the Purchaser shall be liable to pay the aforementioned amounts, along with interest on the outstanding amounts at the rate of 13.5% (Thirteen point Five Percent) per annum, for the next 3 (Three) month period, till the date of



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actual payment of the aforementioned amounts by the Purchaser to Seller I;

- (iii) if the outstanding amount (as per Clause 5.8 and/or Clause 5.9 above), along with interest determined as per Clause 5.9A(i) and (ii) has not been paid to Seller I by the Purchaser on or prior to expiry of 6 (Six) months from the Due Date, the Purchaser shall be liable to pay the aforementioned amounts, along with interest on the outstanding amounts at the rate of 15% (Fifteen Percent) per annum, for the subsequent 6 (Six) month period, till the date of actual payment of the aforementioned amounts by the Purchaser to Seller I; and
- (iv) if the outstanding amount (as per Clause 5.8 and/or Clause 5.9 above), along with interest determined as per Clause 5.9A(i), (ii) and (iii) has not been paid to Seller I by the Purchaser on or prior to expiry of 1 (One) year from the Due Date, the Purchaser shall be liable to pay the aforementioned amounts, along with interest on the outstanding amounts at the rate of 18% (Eighteen Percent) per annum, for the subsequent periods, till the date of actual payment of the aforementioned amounts by the Purchaser to Seller I.

5.10 **Outstanding Receivables.** The Parties agree and acknowledge that upon receipt of any of the Outstanding Receivables (or any portion thereof) by the Company from SECI and/or the gram panchayat(s) in whose jurisdiction the AP Project is located (as the case may be), the Purchaser shall make payment of an amount equal to such Outstanding Receivables (or portion thereof) received by the Company, within 5 (Five) Business Days of such receipt, to Seller I Designated Bank Account.

5.11 In the event any amounts become payable to Seller I in accordance with this Clause 5 (other than Clause 5.8 and Clause 5.9 of this Agreement), and such amounts are not paid to Seller I within the time periods specified above ("**Unpaid Amount**"), on account of reasons attributable solely to the Purchaser, the Purchaser shall, in addition to the Unpaid Amount to be paid by the Purchaser to Seller I (either directly or through the Escrow Bank Account), also be liable to pay an interest at the rate of 12% (Twelve Percent) per annum on the Unpaid Amount, calculated from the date such Unpaid Amount became due and payable to Seller I till the date such Unpaid Amount is actually paid by the Purchaser to Seller I (either directly or through the Escrow Bank Account).

5.12 **Non-consummation of First Closing and/or Second Closing**

5.12.1 Seller I and the Purchaser agree and undertake that in the event both First Closing and Second Closing do not occur on or before the Long Stop Date:

- (i) On account of reasons attributable to the Sellers, including without limitation, non-fulfilment of the Conditions Precedent by Seller I to the satisfaction of the Purchaser in accordance with the terms hereof:
 - (a) (I) Seller I shall refund the Advance Consideration to the Purchaser on the Long Stop Date, along with interest at the rate of 12% (Twelve Percent) per annum, calculated from the respective Advance Consideration Payment Date; and (II) upon receipt of the entire Advance Consideration by the Purchaser from Seller I, along with interest thereon, the Purchaser shall release the Advance Bank Guarantee and return the Waaree Cheque to Seller I.
 - (b) In the event Seller I fails to refund the Advance Consideration, along with the interest thereon, in whole or part, to the Purchaser, as provided in Clause 5.12.1(i)(a) above, the



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Purchaser shall be entitled to, without any prior notice to Seller I (I) invoke the Advance Bank Guarantee on the BG Expiry Date; and/or (II) encash the Waaree Cheque, as applicable. The Purchaser shall also be entitled to an interest at the rate of 12% (Twelve Percent) per annum on the amount of unrefunded Advance Consideration, calculated from the respective Advance Consideration Payment Date till the date of actual payment of the interest amount by Seller I.

- (ii) On account of reasons solely attributable to the Purchaser, then the Purchaser shall be entitled to refund of the Advance Consideration and provisions of Clause 5.12.1(i) above shall apply *mutatis mutandis* to this Clause 5.12.1(ii), provided however that the Purchaser shall not be entitled to interest at the rate of 12% (Twelve Percent) per annum on the amount of Advance Consideration, as specified in Clause 5.12.1(i) above, and Seller I shall not be required to make any payment to the Purchaser on account of the said interest.

Provided that in the event the Second Closing occurs prior to the expiry of the Long Stop Date, the Advance Consideration will be deducted from the Effective Purchase Price, by way of adjustment from the Second Closing Date Payment, and the Purchaser shall release the Advance Bank Guarantee and return the Waaree Cheque to Seller I, without any Claims against Seller I.

5.12.2 Non-consummation of Second Closing

- (i) In the event the First Closing has occurred but the Second Closing does not occur on or before the Long Stop Date on account of reasons attributable to the Sellers, including, without limitation, non-fulfilment of the Second Tranche Conditions Precedent by Seller I to the satisfaction of the Purchaser in accordance with the terms hereof, the Purchaser shall be entitled to refund of the Advance Consideration and the First Closing Date Payment (portion of Advance Consideration not refunded by Seller I to the Purchaser and First Closing Date Payment due to be received by the Purchaser from Seller I, collectively referred to as, "Unrecovered Amount") along with interest calculated in the manner provided below, till the date of payment of the Unrecovered Amount by Seller I to the Purchaser, along with applicable interest:
- (a) interest on the Unrecovered Amount at the rate of 12% (Twelve Percent) per annum, for the period commencing from September 10, 2018 and ending on December 09, 2018;
- (b) if the Unrecovered Amount, along with interest determined as per Clause 5.12.2(i)(a) has not been paid to the Purchaser by Seller I on or prior to December 09, 2018, Seller I shall be liable to pay the aforementioned amounts, along with interest on the Unrecovered Amount at the rate of 13.5% (Thirteen point Five Percent) per annum, for the period commencing on December 10, 2018 and ending on March 09, 2019;
- (c) if the Unrecovered Amount, along with interest determined as per Clause 5.12.2(i)(a) and (b) has not been paid to the Purchaser by Seller I on or prior to March 09, 2019, Seller I shall be liable to pay the aforementioned amounts, along with interest on the Unrecovered Amount at the rate of 15% (Fifteen Percent) per annum, for the period commencing on March 10, 2019 and ending on September 09, 2019; and
- (d) if the Unrecovered Amount, along with interest determined as per Clause 5.12.2(i)(a), (b) and (c) has not been paid to the Purchaser by Seller I on or prior to September 09, 2019, Seller I shall be liable to pay the aforementioned amounts, along with interest on the



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