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	MAHARASHTRA AROGYA MANDAL Malwadi, Hadapsar, Pune 411028. Phone -29522504, 29522502, Website : www.mam.org.in E-mail- secretary@mam.org.in	
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Mr. Anil S. Gujar, Secretary

Ref No. MAM/ 71

Date : 22/05/2023

To,
M/s Centre For Environmental Research and Education,
S-11 Ground Floor, Jamasji Apartment,
32 Naushir Bharucha Marg (Sleater Road),
Grant Road (W0, Mumbai - 400007.

Dear Sir,

Please enclose copy of Agreement of Centre For Environmental
Research and Education and Maharashtra Arogya Mandal. - *समावेशी*
Primary school.

Thanking you.

Yours faithfully,

Maharashtra Arogya Mandal

Anil S. Gujar
Secretary

True copy

[Signature]
PRINCIPAL
M.A. M's. Sumatibhai Shah
Ayurved Mahavidyalaya,
Hadapsar. Pune-411028.

MAM COPY

Apna Bank Bhavan Dr. S.S. Rao
Road, Parel, Mumbai-400012.

D-5/STP(V)/C.R.1026/01/05/198-199

APNA SAHAKARI BANK LTD.

Pranjal Mahadik
Authorised Signatory

4100 27584
153579



INDIA

SPECIAL
ADHESIVE
MAY 15 2023

12:32

R.0000600/-PB5217

STAMP DUTY MAHARASHTRA

600/-

AGREEMENT

This Agreement ("Agreement") is made on 15th May 2023 at Mumbai

BETWEEN

CENTRE FOR ENVIRONMENTAL RESEARCH AND EDUCATION (CERE), a Trust registered under the Bombay Public Trusts Act of 1950 having Registration No. E-20674 (Mumbai) with its registered office at 5-11 Ground Floor, Jamasji Apartments, 32 Naushir Bharucha Marg (Sleater Road), Grant Road (West), Mumbai-400007, India (hereinafter referred to as "CERE", which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

Maharashtra Arogya Mandal, a Trust having Registration No. F-230 (Poona) under Bombay Public Trust Act of 1950 and Registration no. Bom/359/Pn. Under Societies Reg. Act 1860 with its registered office located at **Malwadi, Hadapsar, Pune - 411028** (Hereinafter referred to as "MAM", which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**.

Each of CERE and MAM shall individually be referred to as a "Party", and collectively be referred to as the "Parties".

WHEREAS:

- (A) CERE is a non-profit organization working in the field of education for sustainability and social welfare leading to public benefit since 2002.
- (B) CERE has undertaken a Project entitled "Switch on Solar (SoS)" with the aim of providing public utilities to help schools, hospitals and other charitable institutions transition to renewable energy through the installation of roof-top solar panels and net metering system in order to reduce load on the main electricity grid. Through the design and implementation of innovative strategies, the project will help students and staff reduce energy consumption within the school premises and switching over to energy efficient appliances through monthly electricity savings. The project also educates students about issues pertaining to climate change, and explore linkages between global warming and

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M.A. M's. Sumatibhai Shah
Ayurved Mahavidyalaya,
Hadapsar. Pune-411028

energy consumption, and help students understand and reduce their impact on global warming (hereinafter referred to as the "Project").

- (C) MAM runs the Sane Guruji Primary School which was set up in 1975 to provide Marathi and Semi English medium education at highly subsidized rates to the communities in Hadapsar, Pune across social classes. The school is affiliated to the Maharashtra State (SSC) board and hosts students from Jr. Kg to std 7. The school charges a minimal fee of Rs 5000 per year and has approximately 1840 students and 63 staff members.
- (D) MAM is desirous of availing of and participating in CERE's SoS Project for Sane Guruji Primary School to achieve optimum energy and/or electricity efficiency and ensure savings in energy and electricity expenditure. CERE has agreed to accept and provide services free-of-charge to MAM.
- (E) This Agreement sets forth the terms and conditions upon which CERE will accept MAM as a partner to the Project.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. EFFECTIVE DATE

This Agreement shall come into force and be effective, valid and binding on the Parties from _____ May 2023 ("Effective Date").

2. ROLES & RESPONSIBILITIES

A. Roles and Obligations of CERE under the Project:

- 2.1. CERE hereby undertakes to install a solar system with its solar team and designated vendor/s of total capacity of 25 kWp at Sane Guruji Primary School building.
- 2.2. CERE will assist Sane Guruji Primary School at Pune to avail of "net metering" if required by helping them to apply to their main electricity provider. It is MAM's responsibility to ensure "net metering" at their buildings. CERE shall be responsible for all the liaising charges with the state DISCOM for the approvals as per the agreed scope. However, all statutory fees as well as load increase, net metering approval hardware upgrade cost shall be borne by Sane Guruji Primary School at Pune as recommended by DISCOM after survey.
- 2.3. CERE shall hand over complete technical plans and design of the solar installation with a comprehensive Maintenance Manual to Sane Guruji Primary School for their records post solar installation.

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B. Roles and Obligations of MAM and Sane Guruji Primary School at Pune under the Project:

- 2.4. Sane Guruji Primary School at Pune hereby undertakes to provide the necessary safe and secure roof top space for the installation of the solar panels ensuring no theft or damage to the panels. Such space will be to the satisfaction of CERE.
- 2.5. Sane Guruji Primary School at Pune shall provide if required, modification in existing LT panel to terminate additional cables and provision of NVR/OV/UV. Spare feeder/panel/enclosure with switchgear of requisite capacity shall be provided by MAM if required. MAM shall bear the cost of supply, installation and allied cost of Kiosk, CTs & PTs, if suggested by DISCOM. In addition, construction of trenches for laying of the output cables from control box to the loads will be in MAM's scope.
- 2.6. Sane Guruji Primary School at Pune shall provide access to the meter room/s and electrical cabling to allow for solar panel installation and maintenance by the solar panel providers, as independently appointed by CERE.
- 2.7. During installation time, Sane Guruji Primary School at Pune shall extend full cooperation to CERE and its appointed engineers, contractors, sub-contractors, consultants, researchers, vendors and all associated personnel, by way of but not limited to, (i) providing safe storage space for solar panels, electrical equipment, tools-and-tackles and all other material to be safely and conveniently stored close to the roof top site, (ii) allow for use of lift when required to carry delicate solar panels and electronics to the roof top, (iii) unhindered access to all heavy and light vehicles to unload and load equipment and materials as required, (iv) allowing project personnel access to basic facilities within the school's premises such as toilets, drinking water filters and lunch room and (v) providing electricity and water for entire period of installation. Non-cooperation and harassment of project personnel will lead to immediate termination of the project.
- 2.8. During entire duration of the Project, especially installation phase, Sane Guruji Primary School at Pune will be wholly and solely responsible to ensure that project personnel are not disturbed and also ensure full safety of their students, staff and visitors.
- 2.9. Sane Guruji Primary School at Pune shall ensure that the solar panels are cleaned properly every week as per solar panel provider's instructions and Sane Guruji Primary School shall designate a responsible person to undertake the task without breaks. This cleaning routine must also continue during the summer holidays and any vacation period even when the school is officially closed.
- 2.10. Students and other unauthorized personnel shall not be allowed access to the rooftop area, where the solar panels are installed, without adequate supervision of the solar panel providers.
- 2.11. Sane Guruji Primary School at Pune shall allow safe and secure passage of the solar panel provider's operations and management ("O&M") team to enter the school's

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Wadgaonkar, Pune-411028



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premises and conduct cleaning of internal electrical parts, and other general maintenance for upkeep of system.

- 2.12. Sane Guruji Primary School at Pune shall keep their solar PV systems and inverters on at all times and on all days without exception including holidays so as to avail of the benefits of net metering.
- 2.13. From the Effective, Sane Guruji Primary School at Pune will designate a staff to coordinate all activities with CERE ("Designated Staff"). The Designated Staff is responsible for carrying out all activities as requested by CERE. This includes, but is not limited to, sharing electricity bills with CERE during and post Project completion and liaising between Sane Guruji Primary School and CERE for any future activities such as project monitoring and/or documentation.
- 2.14. On mutual agreement by both parties Sane Guruji Primary School at Pune shall put up posters related to the project or as provided by CERE, in common areas such as entrance of its school and highly frequented hallways so as to increase awareness on renewable energy.
- 2.15. On mutual agreement by both parties, MAM at Pune shall allow CERE educators and researchers to access their premises for project-related purposes. CERE personnel will be allowed to take photographs within the school premises in order to document the entire project and create any promotional material. MAM shall also allow CERE to post any photographs or any other relevant material on a website that it is planning to create at a later stage to document the 'Switch on Solar' Project.
- 2.16. MAM shall allow CERE to conduct an awareness program where students from all different disciplines are present.
- 2.17. MAM shall strictly reinvest all their savings from the use of solar energy such as (a) educational resources for the direct benefit of students such as computer lab, science lab equipment, field trips etc., and (b) purchase of energy efficient appliances for the school e.g., switching from conventional tube lights to LED lights and every new electrical appliance that is replaced shall have a 5-star BEE rating.
- 2.18. MAM shall allow and organize and assist CERE to officially inaugurate the Project in partnership with the sponsoring company by organizing a short ceremony upon completion of solar panel installation.
- 2.19. MAM shall affix a permanent wall mounted plaque on the school premises in order to commemorate the occasion and acknowledge sponsors and CERE.
- 2.20. Post completion and handover of the Project to MAM, MAM will be solely responsible for safety, security and maintenance of the solar installation.

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PRINCIPAL

**M.A. M's. Sumatibhai Shah
Ayurved Mahavidyalaya,
Hadapsar, Pune-411028**

- 2.21. Post Project completion, MAM must ensure that the solar panels are working for a minimum of 20-25 years and will be wholly and solely responsible for paying O&M costs during the lifespan of the solar PV system.
- 2.22. MAM shall sign and enter into an AMC from the 2nd year onwards from the date of supply of material at MAM directly with CERE's solar provider namely Avesta Solar Pvt. Ltd. to ensure regular on-site and off-site maintenance services during the year. Hence, it must keep aside requisite funds from the savings of Year 1 of solar operation for AMC, refurbishing and minor repair of the system, if any along with preventive maintenance of system. MAM shall sign and enter into AMC for their solar power system with Avesta Solar Pvt. Ltd. at the below mentioned rates per annum.
- | | |
|--------|--|
| Year 1 | Free of cost, AMC begins from the date of supply of material at Sane Guruji Primary School |
| Year 2 | INR 37,000 + GST |
| Year 3 | INR 37,000 + GST |
| Year 4 | INR 37,000 + GST |
| Year 5 | Increase in price on mutually agreed terms due to renewal of warranties |
- 2.23. MAM will not modify, alter, repair or make any changes whatsoever, without exception, to the solar installation without informing CERE and/or Avesta Solar Pvt. Ltd. For any requirements by MAM such as shifting the Solar PV panels partly or fully for reasons such as waterproofing, extending floor, re-tiling, creating temporary or permanent covers / sheds or for any other reason, MAM shall officially duly inform CERE and/or Avesta Solar Pvt. Ltd. in writing a minimum of 7 working days in advance. If in case of an unavoidable emergency, work has to be carried out on the terrace requiring shifting of the panels then the removal and reinstallation work should be undertaken by Avesta Solar Pvt. Ltd. on a chargeable basis after defining and understanding the scope of work. If the solar installation is altered in anyway, it will automatically negate the warranty of the system and also will incur penalties to MAM.
- 2.24. MAM shall be wholly and solely liable for any accident, theft, mishandling or mismanagement of the solar installation post commissioning and handover of the project by CERE. Additionally, MAM indemnifies CERE and Avesta Solar Pvt. Ltd. and all other parties concerned with the project, against any mishap, loss or any kind of problem that may arise due to the solar installation at all times including pre-commissioning and post commissioning and handover. It is, therefore, necessary that MAM ensures that safety instructions and measures are followed at all times, without exception, by properly maintaining and managing the solar panels and all its associated parts. Therefore, it is imperative that MAM must sign and enter into an AMC from the 2nd year onwards with Avesta Solar Pvt. Ltd as per Clause 2.22.
- 2.25. MAM shall find an authorized recycler when the modules and other parts have reached the end of their lives.
- 2.26. Upon completion of the project, solar panels and other related equipment will become the property of MAM and MAM will be wholly and solely responsible for all maintenance of the solar installation.

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M.A. Ms. Sumatibhai Shah
PRINCIPAL
M.A. Ms. Sumatibhai Shah
Ayurved Mahavidyalaya,
Warananagar, Pune-411028



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3. REPRESENTATIONS AND WARRANTIES

Each of the Parties represents and warrants to the other Party that:

- (a) it has the full power and authority (by all necessary corporate or other action) to enter into, execute and deliver this Agreement and to perform the transactions contemplated hereby and this Agreement constitutes the legal, valid and binding obligation of such Party and is enforceable against it in accordance with its terms; and
- (b) the execution, delivery and performance of this Agreement by It and the consummation of the transactions contemplated hereby will not conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute a default under, any instrument, contract or other agreement to which it is a party or by which it is bound.

4. COPYRIGHTS

- 4.1. The entire copyright and all other intellectual property rights of this "Switch on Solar" Project whatsoever, including content developed during the course of this Project shall wholly and solely vest with CERE including sole copyrights of and all research developed and/or data and information gathered during the entire duration and post completion of this Project.

5. CONFIDENTIALITY

- 5.1. Subject to the terms of this Agreement, the Parties shall keep confidential and secret all tangible and intangible information and/ or data received/ gained/ obtained/ developed or disclosed or have access to during the course of this Project and/ or in connection with this Agreement (hereinafter referred to as the "Confidential Information"). All Confidential Information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") shall be used by the Receiving Party, only for the purpose for which it is provided and not for any other purpose.
- 5.2. CERE shall have permission to use school-specific data to show aggregate and individual data while reporting on the progress and success of the Project.
- 5.3. In the event, either of Parties is directed by a court order, sub-poena or other legal or regulatory direction/ request or similar process under Applicable Law to disclose information recorded/ contained in any document(s) or disclose any Confidential Information, it shall immediately upon receipt of such court order, subpoena, legal or regulatory request or similar process, intimate in writing with sufficient detail to enable the other Party to make an application for an appropriate protective order (which such a Party may pursue at its own expense). Such notice shall be accompanied by a copy of the applicable court order, subpoena, legal or regulatory direction/ request or similar process. It is further agreed that in this situation, the Parties shall give a period of 7 (seven) Business Days to the other Party, in order to move the

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Sumatibhai Shah
Mahavidyalaya,
Pune-411028.

appropriate forum in appeal to obtain a stay order against the disclosure of the Confidential Information in question.

6. COMMUNICATION & PUBLICITY

- 6.1. Either party shall not issue any formal public statement, press release or announcement or publication regarding this Project or MOU without prior written approval from the other party.
- 6.2. Either party will not use trade name, trademark, logo or other marks or representations of itself with regards to this Project without prior written approval of the other party.

7. INDEMINIFICATION

- 7.1. Both parties hereby agree and undertake to indemnify and keep each other, its trustees, officers, representatives and employees indemnified against any loss, claims, charges, liabilities, obligations, expenses including reasonable attorney fees and damages, incurred by each other or both parties, due to, relating to mid-way termination of project or arising out of any misrepresentation, act, of omission or commission caused by each other or both parties and/or its employees/ staff, agents or shortcoming in the role and obligations of either party.

8. EXCUSABLE DELAYS (FORCE MAJEURE):

- 8.1. Neither Party shall be responsible for delays or failures in performance resulting from acts of nature beyond its reasonable control and without its fault or negligence. Such excusable delays or failures may be caused by, among other things, riots, rebellions, accidental explosions, floods, storms, acts of God and similar occurrences.
- 8.2. The Party, if claiming such force majeure condition, shall notify the other Party as promptly as practicable after it becomes aware of the occurrence of such force majeure condition.
- 8.3. If there is any such delay, then the periods for the completion of the obligations hereunder shall be automatically extended by the period of such delay.
- 8.4. Notwithstanding the provisions hereof, in every case, the party claiming excusable delay shall exercise all reasonable efforts to mitigate the extent and the effect of such delay or failure.

9. TERM AND TERMINATION

- 9.1. CERE's relationship with MAM will end after the installation and thereafter will be limited to only the period of 1 year. CERE has a right to terminate the AMC in the first-year post installation, with a notice period of 30 days in case MAM in any way creates any hindrance to CERE in execution of the project.

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[Signature]
PRINCIPAL
M.A. M's. Sumatibhai Shah
Ayurved Mahavidyalaya,
Hadapsar. Pune-411028



- 9.2. The term of this Agreement will begin as of the Effective Date and will continue to remain in force, unless terminated earlier by either of the Parties upon 90 (ninety) days' prior written notice to the other Party.
- 9.3. Upon termination, MAM will own the solar panels and will be wholly and solely responsible for all maintenance of the panels post completion of the project.
- 9.4. Notwithstanding anything contained in Clause 9.1 and 9.2 above, either Party may terminate this Agreement for breach of a material term or condition of this Agreement by the other Party upon 30 (thirty) days' written notice to the other Party identifying specifically the basis for such notice, unless the other Party receiving the notice cures such breach within the 30 (thirty) day period.
- 9.5. Upon termination of this Agreement under this Clause, MAM shall pay CERE for all Services rendered and expenses incurred by CERE prior to the effective date of termination.
- 9.6. Notwithstanding the contents of this Clause, the Parties may mutually agree on the duration, terms and conditions pursuant to which CERE may continue to provide the Services to facilitate a transfer to another service provider.

10. NOTICES

- 10.1. All notices, demands or other communication required or permitted to be given or made under this Agreement shall be in the English language, in writing (including by e-mail), or delivered by hand, or sent by pre-paid post with recorded delivery, addressed to the intended recipient at its address set forth below, or to such other address, as a Party may from time to time duly notify to the other in writing. The addresses for service of notice are:

CERE:

Name : Center for Environmental Research and Education
 Attn: : Dr. (Ms.) Rashneh N. Pardiwala
 Title : Founder & Director
 Address : S-11, Ground Floor, Jamsaji Apartments, 32 Naushir Bharucha Marg
 (Sleater Road), Grant Road (W), Mumbai - 400 007.
 Tel No. : 022 - 2381 1522 / 2381 1581
 Email : rashneh.pardiwala@cere-india.org

MAM:

Name : Maharashtra Arogya Mandal
 Attn. : Mr. Anil Sitaram Gujar
 Title : Secretary
 Address : Malwadi, Hadapsar, Pune - 411028
 Tel No. : 9850730341 / 9822229579
 Email : astgujar@gmail.com

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PRINCIPAL
 M.A. Ms. Sumatibhai Shah
 Ayurved Mahavidyalaya,
 Hadapsar. Pune-411028



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- 10.2. Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served at the time of delivery in the case of service by delivery: (a) if given in person on delivery thereof to the address of the recipient with acknowledgement of receipt; or (b) if given by pre-paid registered post (with acknowledgement due), 21 (twenty one) Business Days after posting the same by registered post; or (c) if given or made by email, upon dispatch and the receipt of a delivery confirmation.

11. SEVERABILITY

If any provision of this Agreement (or of any document referred to herein) is held to be illegal, invalid or unenforceable in whole or in part in any relevant jurisdiction, the legality, validity and enforceability of the remaining provisions of this Agreement (or such document) shall not in any way be affected or impaired thereby and the invalid, illegal or unenforceable provision shall be substituted by a valid, legal and enforceable provision as similar as possible to the severed provision.

12. ENTIRE AGREEMENT

This Agreement (together with any documents referred to herein) contains the entire agreement and understanding of the Parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Agreement (and any such document).

13. NON-EXCLUSIVE

CERE shall be free to enter into similar arrangements/agreements/projects with others under their Switch on Solar initiative. However, it is agreed and clarified that MAM at Pune shall not, while this Agreement is in force, enter into a similar arrangement/agreements/projects with others.

14. VARIATION

No variation, supplement, deletion or replacement of or from this Agreement or any of its terms shall be effective unless made in writing and signed by or on behalf of each Party.

15. RELATIONSHIP OF THE PARTIES

The Parties agree that each Party is engaged in a business that is independent from that of the other Party and each Party shall perform its obligations as an independent organization. It is expressly understood and agreed that CERE and MAM are not agents of one another, partners or joint ventures, and nothing contained herein is intended to create an agency relationship or a partnership or a joint venture. It is agreed by the Parties that all transactions under this Agreement between the two Parties would be on an arm's length basis.

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Sumatibhai
PRINCIPAL
M.A. M's Sumatibhai Shah
Ayurved Mahavidyalaya,
Hadapsar, Pune-411028

16. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of India and shall be subject to the jurisdiction of the courts in Mumbai.

17. DISPUTE RESOLUTION

17.1. Mutual Consultation

If any dispute arises amongst the Parties during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Agreement, the Parties shall endeavour to settle such dispute amicably through consultations and negotiations.

17.2. Dispute Resolution

- (a) In case of any dispute, controversy or disagreement arising out of, or relating to this Agreement which is not resolved pursuant to consultations and negotiations between the Parties, then such dispute shall be finally settled and determined by arbitration by a sole arbitrator appointed by mutual agreement by Parties. If the Parties are unable to agree on a sole arbitrator within 30 (thirty) days of the dispute or claim being referred to arbitration, each Party shall appoint one arbitrator each, with the presiding arbitrator being mutually appointed by the two arbitrators so appointed.
 - (b) The arbitration proceedings shall be held in accordance with the (Indian) Arbitration and Conciliation Act, 1996 as may be in force. The arbitration will take place in Mumbai, India and each Party will bear its respective costs relating to the arbitration proceedings. However, the fees and expenses payable to the arbitrators shall be shared equally between the Parties unless awarded otherwise by the arbitrators. The decision of the arbitrators shall be final and binding upon the Parties.
 - (c) The language of arbitration shall be English and all awards shall be in English.
- 17.3. The award of the arbitrator shall be final and conclusive and binding upon the Parties, and shall be substantiated in writing and the Parties shall submit to the arbitrator's award which shall be enforceable in any competent court of law.
- 17.4. Nothing in this Clause shall be construed as preventing either Party from seeking interlocutory interim reliefs from any court of competent jurisdiction. Should a Party wish to seek interlocutory injunctive reliefs from an Indian court, the Parties hereby agree that the courts in Mumbai shall have exclusive jurisdiction.

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M.A. M's. Sumatibhai Shah
Ayurved Mahavidyalaya,
Waranasari, Pune-411028



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IN WITNESS WHEREOF the Parties have executed this Agreement on the day and year first above written.

Signed and delivered for and on behalf of
Center for Environmental Research and Education

For Centre For Environmental-
Research and Education

Rashneh Pardiwala

Trustee / Authorized Signatory

Authorized Signatory

Name: Dr. (Ms.) Rashneh N. Pardiwala
Title: Founder & Director

Signed and delivered for and on behalf of
Maharashtra Arogya Mandal

Maharashtra Arogya Mandal

Anil Sitaram Gujar

Secretary

Authorized Signatory

Name: Mr. Anil Sitaram Gujar
Title: Secretary

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M.A. M's, Sumatibhai Shah
Ayurved Mahavidyalaya,
Hadapsar, Pune-411028