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: SIGNING OF MOU FOR INSTALLATION OF 300MW SOLAR/ SOLAR + BESS PROJECT
: 0
: (Zero)
: SOLAR ENERGY CORPORATION OF INDIA LIMITED
: DEFENCE RESEARCH AND DEVELOPMENT ORGANISATION
: SOLAR ENERGY CORPORATION OF INDIA LIMITED
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IN DELHI, 16 APRIL 2025

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MEMORANDUM OF UNDERSTANDING (REVISED)

BETWEEN

SOLAR ENERGY CORPORATION OF INDIA LIMITED

AND

DEFENCE RESEARCH AND DEVELOPMENT ORGANISATION



Statutory Agent

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In continuation to the certificate No. IN-DL64119227803454P and unique document Reference No. SUBIN-DLLD 92130328807428556779P and a memorandum signed between M/s Solar Energy Corporation of India Limited, New Delhi-110023 and Defence Research and Development Organisation, Ministry of Defence, New Delhi - 110011 on 29th day of March 2017. For the Revised Memorandum of Understanding the following amendment/revision/modifications are hereby agreed to carry out to the above referred Memorandum of Understanding signed on 29th day of March 2017.

Article No. 1. **PARTIES OF THE MEMORANDUM -** No changes and to remain to exist as unaltered

Article No. 2. **BACKGROUND**

Article No.2.1 No changes and to remain to exist as unaltered

Article No. 2.2 No changes and to remain to exist as unaltered

Article No.2.3 No changes and to remain to exist as unaltered

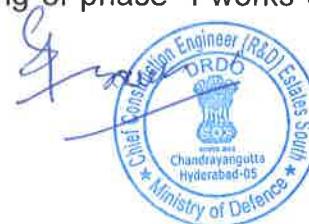
Article No.2.4 No changes and to remain to exist as unaltered

Article No.2.5 No changes and to remain to exist as unaltered

Article No.2.6

FOR : Therefore, both the parties agree to enter into this MoU for financing and setting up of 50 MW Solar PV Projects (both Solar farms and Roof Top Solar) by SECI in DRDO land for supply of power to DRDO and excess power if any, shall be fed into the Grid Systems, subject to permissibility under application regulations. The intended Solar Power Mission will be taken –up in 2 (Two) phases. In the Phase-I of 30 MW, a 10 MW solar project will be located at varavinakaval, Chitradurga District in Karnataka. Locations of other two (02) plants of 10 MW each will be a jointly agreed upon later. The remaining 20 MW capacity will be considered under Phase-II subsequent to the completion & commissioning of Phase-I works as jointly agreed upon later.

READ: Therefore, both the parties agree to enter into this MoU for financing and setting up of 300 MW Solar PV /(Solar PV +BESS) Projects (both Solar farms and Roof Top Solar) by SECI in DRDO land for supply of power to DRDO and excess power if any, shall be fed into the Grid Systems. The intended Solar Power Mission will be taken –up in 2 (Two) phases. In the Phase-I of 250 MW Solar PV /(Solar PV +BESS) Projects project will be located at Chitradurga, Kurnool, Chandigarh, Nasik, Hyderabad, Nagpur, Dr. A P J Abdul Kalam Island, Leh and so on as desired by DRDO and under phase –II 50MW Solar PV /(Solar PV +BESS) Projects (farm/roof-top) at the locations as recommended and finalized by DRDO. The phase -II Solar PV/(Solar PV +BESS) Power Plants will be taken up after completion and commissioning of phase -I works or as jointly agreed upon later but not later than a year.



Article 3 SCOPE

Article No. 3.1 No changes and to remain to exist as unaltered

Article No. 3.2

FOR: DRDO has land in Aeronautical Test Range at Varavinakaval, Chalakkere (Tq), Dist. Chitradurga, Karnataka in which it intends to use 50 Acres for setting up a grid connected 10 MW Solar Photo Voltaic Power project and MNRE has accorded approval to SECI for execution of Solar installations in DRDO vide letter D.O.No. 3/88/2015-16/GCRT, Dt. 11 May, 2016.

READ: DRDO has lands at the locations mentioned in Article 2.6 above in which DRDO intends to use the land required for setting up grid connected Solar PV +BESS Power Projects (preferably), or Solar Power Projects.

Article No. 3.3.1 No changes and to remain to exist as unaltered

Article No. 3.3.2 No changes and to remain to exist as unaltered

Article No. 3.4 No changes and to remain to exist as unaltered

Article No. 4 ROLES AND RESPONSIBILITIES OF BOTH THE PARTIES

Article No. 4.1 No changes and to remain to exist as unaltered

Article No. 4.1.1 No changes and to remain to exist as unaltered

Article No. 4.1.2 No changes and to remain to exist as unaltered

Article No. 4.1.3 No changes and to remain to exist as unaltered

Article No. 4.1.4 No changes and to remain to exist as unaltered

Article No. 4.1.5 No changes and to remain to exist as unaltered

Article No. 4.1.6 No changes and to remain to exist as unaltered

Article No. 4.1.7 No changes and to remain to exist as unaltered

Article No. 4.1.8 No changes and to remain to exist as unaltered

Article No. 4.1.9 No changes and to remain to exist as unaltered

Article No. 4.1.10 No changes and to remain to exist as unaltered

Article No. 4.1.11 No changes and to remain to exist as unaltered

Article No. 4.2 No changes and to remain to exist as unaltered



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- Article No. 4.2.1 No changes and to remain to exist as unaltered
- Article No. 4.2.2 No changes and to remain to exist as unaltered
- Article No. 4.2.3 No changes and to remain to exist as unaltered
- Article No. 4.2.4 No changes and to remain to exist as unaltered
- Article No. 4.2.5 No changes and to remain to exist as unaltered

Article No. 5 MILE STONES

- Article No. 5.1 No changes and to remain to exist as unaltered

Phase- I

FOR : All the multiple plants of said capacities i.e. 30 MW (in total) shall be completed and commissioned within 15 months from the effective date of PPA and respective PPAs shall be signed not later than a calendar year from the effective date of this MoU unless mutually extended by the parties.

READ: All the multiple plants of said capacities i.e. 250 MW (in total) shall be completed and commissioned within 18 (Eighteen) months from the effective date of PPA and respective PPAs shall be signed not later than 3 (three) months from the effective date of this revised MoU unless mutually extended by the parties.

Phase- II

FOR : The remaining capacity i.e. 20 MW plants shall be completed and commissioned within 15 months from the effective date of PPA and PPAs shall be signed not later than in 2 (Two) calendar years from the effective date of this MoU unless mutually extended by the parties.

READ: The remaining capacity i.e. 50 MW plants shall be completed and commissioned within 18 months from the effective date of PPA and PPAs shall be signed not later than in 2 (Two) calendar-years from the effective date of this revised MoU unless mutually extended by the parties.

Article No. 6 TERM

FOR: This Memorandum will remain in force for a period be five (5) years of the effective date of last PPA whichever is later, from the date of its execution i.e. 29.03.2017 and validity of the respective PPAs shall be of 25 years from the date of its execution. The Memorandum can be extended for such periods or further periods by the mutual consent of both the Parties. All such extensions shall be in writing.

READ: This Memorandum will remain in force for a period be five (5) years of the effective date of last PPA whichever is later, from the date of its execution and



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validity of the respective PPAs shall be of 25 years from the date of its execution. The Memorandum can be extended for such periods or further periods by the mutual consent of both the Parties. All such extensions shall be in writing.

Article No. 7**SPECIAL CONDITIONS OF DRDO**

- Article No. 7.1 No changes and to remain to exist as unaltered
- Article No. 7.2 No changes and to remain to exist as unaltered
- Article No. 7.3 No changes and to remain to exist as unaltered
- Article No. 7.4 No changes and to remain to exist as unaltered
- Article No. 7.5 No changes and to remain to exist as unaltered
- Article No. 7.6

FOR: It will be ensured by SECI that it will not generate solar energy in excess to the agreed capacity and if generated it will be used by DRDO only at PPA tariff.

READ: The power (300MW) shall be generated and sold to DRDO in its entirety at PPA tariff. If any quantum is not required by DRDO and is informed to SECI on day ahead basis then SECI may try to sale the power on power exchange on behalf of DRDO on mutual agreed terms & conditions.

- Article No. 7.7.1 No changes and to remain to exist as unaltered
- Article No. 7.7.2 No changes and to remain to exist as unaltered
- Article No. 7.7.3 No changes and to remain to exist as unaltered
- Article No. 7.7.4 No changes and to remain to exist as unaltered
- Article No. 7.7.5 No changes and to remain to exist as unaltered
- Article No. 7.7.6 No changes and to remain to exist as unaltered

Article No. 8**SPECIAL CONDITIONS OF SECI:**

- Article No. 8.1.1 No changes and to remain to exist as unaltered
- Article No. 8.1.2 No changes and to remain to exist as unaltered
- Article No. 8.1.3 No changes and to remain to exist as unaltered
- Article No. 8.1.4 No changes and to remain to exist as unaltered



Article No. 8.1.5	No changes and to remain to exist as unaltered
Article No. 8.1.6	No changes and to remain to exist as unaltered
Article No. 8.2	No changes and to remain to exist as unaltered
Article No. 8.3	No changes and to remain to exist as unaltered
Article No. 8.4	No changes and to remain to exist as unaltered
Article No. 8.5	No changes and to remain to exist as unaltered
Article No. 8.6	No changes and to remain to exist as unaltered
Article No. 9	FORCE MAJEURE: No changes and to remain to exist as unaltered

Article No. 10 **GENERAL FRAMEWORK, PROCEDURES FOR AMENDMENT, CANCELLATION, ARBITRATION AND NON-EXCLUSIVITY**

Article No. 10.1	No changes and to remain to exist as unaltered
Article No. 10.2	No changes and to remain to exist as unaltered
Article No. 10.3	No changes and to remain to exist as unaltered
Article No. 10.4	No changes and to remain to exist as unaltered
Article No. 10.4.1	

FOR: If after preliminary survey conducted by SECI, the land provided by DRDO is not found feasible for setting up the 10 MW PV Solar Power Plant, after mutual consultation between the parties, the MOU shall be terminated by mutual consent.

READ: If after preliminary survey conducted by SECI, the land provided by DRDO is not found feasible for setting up the Power Plant after mutual consultation between the parties, the MOU shall be terminated by mutual consent.

Article No. 10.4.2	No changes and to remain to exist as unaltered
Article No. 10.5	No changes and to remain to exist as unaltered
Article No. 10.6	No changes and to remain to exist as unaltered
Article No. 10.7	No changes and to remain to exist as unaltered
Article No. 10.8	No changes and to remain to exist as unaltered



Article No. 11 NOTICE: No changes and to remain to exist as unaltered
IN WITNESS WHEREOF, the Parties have entered into this Memorandum, on
17.04.2025

For and on behalf of

Solar Energy Corporation of India Limited
 (Atulya Kumar Naik)
 Executive Director (EMD, BD and C&P)

अटुल्या कुमार नाईक / ATULYA KUMAR NAIK
 अधिकारी नाम / Name : Atulya Kumar Naik
 अधिकारी पद / Position : Executive Director
 वर्तमान पद संस्था / Current Job : Solar Energy Corp. of India Ltd.
 (सौर ऊर्जा कंपनी / A Govt. of India Enterprise)
 नई दिल्ली, दिल्ली, भारत सरकार द्वारा, नई दिल्ली नगर, नई दिल्ली-23
 6th Floor, Plot 2, NSCC Office Block Town-2, East Kalmi Nagar, New Delhi-23

WITNESS:

(AVNISH PARASHAR)
 DGM - BD

For and on behalf of

Defence Research Development Organisation
 Dr. Shaik Ghouse Mohiddin
 Addl. CCE & OSD (Solar Energy Systems)

डॉ. शैक गौस मोहिद्दीन
 DR. SHAIK GHOUSE MOHIDDIN
 अधिसिवत् मुख्य निर्माण अभियंता
 Addl. Chief Construction Engineer
 रक्षा मंत्रालय /Ministry of Defence
 मुख्य निर्माण अभियंता (अ.स.वि.) तेलंगाना विभाग
 Chief Construction Engineer (R&D) Estates South
 हैदराबाद/Hyderabad-500 005.

WITNESS:

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: SOLAR ENERGY CORPORATION OF INDIA LIMITED

: Article 5 General Agreement

: Not Applicable

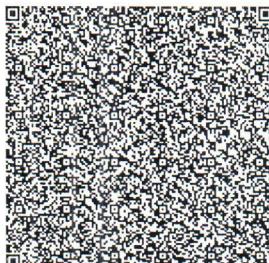
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(Zero)

: SOLAR ENERGY CORPORATION OF INDIA LIMITED

: DEFENCE RESEARCH AND DEVELOPMENT ORGANISATION

: SOLAR ENERGY CORPORATION OF INDIA LIMITED

: 100
(One Hundred only)



Please write or type below this line.....

MEMORANDUM OF UNDERSTANDING

1 PARTIES OF THE MEMORANDUM

This Memorandum is between the following two parties:

Solar Energy Corporation of India Limited, a Company (CIN: U40106DL2011GOI225263) incorporated under the Companies Act, 1956 and

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having this registered office at 1st Floor, A-Wing, D-3, District Centre, Saket, New Delhi – 110 017 and represented by Shri Remesh Kumar K., General Manager (Solar) (hereinafter referred to as “SECI” which expression shall mean to include its subsidiaries, affiliates, successors and assignees) of the One Part

Defence Research & Development Organisation under the Ministry of Defence, Government of India and having its office at DRDO Bhawan, A Wing, Rajaji Marg, New Delhi -110011 and represented by Shri S. Govindarajan, Chief Construction Engineer (R&D) Estates, DRDO, Opp. to DLRL, Chandrayangutta, Keshavagiri Post, Hyderabad-500 005, (hereinafter referred to as “DRDO” which expression shall mean to include its Regional, Zonal and Branch offices, successors and assignees) of the Other Part.

The “SECI” and “DRDO” shall, in this MoU be individually referred to as “PARTY” and collectively as “PARTIES”.

2 BACKGROUND

- 2.1 The Government of India launched the Jawaharlal Nehru National Solar Mission (JNNSM) in January, 2010, which aims at bringing 100GW of solar power by 2022. In order to achieve the National Targets of solar power additions, there is a need to rapidly scale up efforts.
- 2.2 SECI, under the administrative control of Ministry of New and Renewable Energy (MNRE) is working with a mission to build a new ‘Green India’ through harnessing abundant solar radiation and to achieve energy security for the country. SECI besides owning a 10 MW Solar PV Station at Rajasthan is the implementing agency for the 750 MW Grid connected solar PV project under Phase II Batch I and 2000 MW in Phase 2 Batch III of JNNSM. SECI has also been designated as the implementing agency for other central scheme viz. Rooftop Solar Projects, Solarization of Indo-Pak border and ongoing scheme of 5000 MW under National Solar Mission etc. SECI having technical expertise is also providing consultancy services to various government and non-government organizations for setting up of Solar Power Projects.

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- 2.3 Defence Research & Development Organisation (DRDO) is under Department of Defence Research and Development of Ministry of Defence. DRDO is dedicatedly working towards enhancing self-reliance in Defence Systems and undertakes design & development leading to production of world class weapon systems and equipment in accordance with the expressed needs and the qualitative requirements laid down by the three armed services. DRDO is working in various areas of military technology which include aeronautics, armaments, combat vehicles, electronics, instrumentation engineering systems, missiles, material, naval systems, advanced computing, simulation and life sciences. DRDO while striving to meet the cutting edge weapons technology requirements provides ample spinoff benefits to the society at large thereby contributing to the nation building.
- 2.4 DRDO has expressed its desire to set up Solar Projects in phases. SECI has expressed its willingness to implement the projects under Build Own and Operate (BOO) thereby operating Renewable Energy Service Company (RESCO) model at various premises of DRDO.
- 2.5 DRDO will make ZERO investment in the aforesaid RESCO model of operation for all the projects.
- 2.6 Therefore, both the parties agree to enter into this MoU for financing and setting up of 50 MW Solar PV Projects (both Solar farms and Roof Top Solar) by SECI in DRDO land for supply of power to DRDO and excess power if any, shall be fed into the Grid System, subject to permissibility under applicable regulations. The intended Solar Power Mission will be taken-up in 2 (Two) phases. In the Phase-I of 30 MW, a 10 MW solar project will be located at Varavinakaval, Chitradurga District in Karnataka. Locations of other two (02) plants of 10 MW each will be a jointly agreed upon later. The remaining 20 MW capacity will be considered under Phase-II subsequent to the completion & commissioning of Phase-I works as jointly agreed upon later.

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3 SCOPE

- 3.1 This MOU provides a flexible, overarching framework under which both Parties may collaborate and cooperate for the development of grid connected Solar Power Projects.
- 3.2 DRDO has land in Aeronautical Test Range at Varavinakaval, Chalakkere (Tq), Dist. Chitradurga, Karnataka in which it intends to use 50 Acres for setting up a grid connected 10 MW Solar Photo Voltaic Power project and MNRE has accorded approval to SECI for execution of solar installations in DRDO vide letter D.O.No. 3/88/2015-16/GCRT, Dt. 11 May, 2016.
- 3.3 The project shall be implemented in the following mode:
 - 3.3.1 SECI shall make total investment, and set up the Project(s). DRDO on its part shall sign long term Power Purchase Agreement for each Project with SECI (or its SPV) for minimum 25 years in the land of DRDO. The purchase of Solar Power will be at a tariff arrived at through agreed process specified at 3.3.2 and 4.2. The Power Produced from the Solar Project(s) shall be consumed by DRDO and excess power if any, shall be fed into the Grid System, subject to permissibility under applicable regulations. The solar power project will be developed using state of the art technology.
 - 3.3.2 The tariff for sale of power will be determined as per CERC pricing mechanism specified for solar PV projects. For determination of tariff, the EPC cost arrived through bidding along with other charges like IDC, Insurance, Contingency etc., as per the norms of CERC will be considered.
- 3.4 A sample format of Power sale agreement for sale of power and for setting up and operating solar projects will be handed over to DRDO before proceeding further for their perusal and execution of the PPA (Power Purchase Agreement) as covenanted to above. Separate PPAs shall be entered for each project.

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4 ROLES AND RESPONSIBILITIES OF BOTH THE PARTIES

4.1 SECI's Responsibilities:

SECI shall be responsible for carrying out following activities:

- 4.1.1 SECI shall make investment to set up the project on the land of DRDO in line with 3.3 above.
- 4.1.2 SECI shall complete all other assignments required for setting up, commissioning and successful operation of the Project, considering point of sale of power at the delivery point at the outgoing feeder of its substation from the project.
- 4.1.3 SECI shall operate and maintain the project(s) set up on the land of DRDO for the period under respective PPA.
- 4.1.4 SECI shall be wholly responsible for solar system integration with the existing substation including the supply, installation, testing and commissioning of all equipment required for successful operation.
- 4.1.5 Replacement of any kind of item used in solar power system during the life cycle of proposed period of agreement.
- 4.1.6 SECI will take the comprehensive annual maintenance of the entire solar system.
- 4.1.7 SECI will make its own arrangements of accommodation, logistics, food catering of their personnel.
- 4.1.8 SECI is responsible for obtaining all required clearances beyond the purview of 4.2. i.e outside the premises of DRDO, wherever required.
- 4.1.9 The implication on account of statutory levies due to Change in Law or thereof (if any) shall be addressed with appropriate provisions in PPA.
- 4.1.10 SECI will pay the instalments of the loan taken from the lenders regularly from the project revenues collected from DRDO.

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4.1.11 Any other activities as deemed fit and necessary by the Parties for achieving the objectives of this MoU.

4.2 DRDO's Responsibilities:

DRDO shall be responsible for carrying out following activities:

- 4.2.1 To deliver exclusive and lawful possession of land suitable for Solar PV Project to SECI free from encumbrance on or before the signing of PPA (i.e. effective date of the PPA). Prior to the construction of any Solar Facilities on the Premises, with an easement (the "Access Easement") over, across and on the Premises for ingress to and egress from the Solar Facilities ' for a period of 25 years or any extended period.
- 4.2.2 DRDO shall provide the possession of the land on 'Right to Use basis in favour of SECI and DRDO shall grant "right to substitution in favour of the Project Lender in the event of default on the part of SECI/SPV/SPD of the funding terms and conditions.
- 4.2.3 To enter into long term Power Purchase Agreement for a period of 25 years with SECI or its SPV for purchase of power generated from the Project at a tariff determined based on EPC cost discovered through competitive bidding process by SECI and CERC parameters subject to the adjustment of actual Project parameters (e.g Project Cost, CUF, cost of financing, etc), and with an appropriate payment security mechanism built therein.
- 4.2.4 DRDO shall obtain/facilitate all necessary permits, including those required from Defense Ministry, for construction and operation of the Solar Projects.
- 4.2.5 Any other activities as deemed fit and necessary by the Parties for achieving the objective of this MoU.

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5 MILE STONES

- 5.1 The intended Solar Power Mission will be taken-up in 2 (Two) phases as per the following time schedules as jointly agreed:

PHASE-I

All the multiple plants of said capacities i.e 30MW (in total) shall be completed and commissioned within 15 months from the effective date of PPA and respective PPAs shall be signed not later than a calendar year from the effective date of this MoU unless mutually extended by the parties.

PHASE-II

The remaining capacity i.e 20 MW plants shall be completed and commissioned within 15 months from the effective date of PPA and PPAs shall be signed not later than in 2 (Two) calendar years from the effective date of this MoU unless mutually extended by the parties.

6 TERM

This Memorandum will remain in force for a period be five (5) years or the effective date of last PPA whichever is later, from the date of its execution i.e. 29.03.2017 and validity of the respective PPAs shall be of 25 years from the date of its execution. The Memorandum can be extended for such periods or further periods by the mutual consent of both the Parties. All such extensions shall be in writing.

7 SPECIAL CONDITIONS OF DRDO

- 7.1 NO Defence land shall be mortgaged under any circumstances.
- 7.2 There will be a mutual consent while making any decisions regarding the MoU and PPAs.
- 7.3 All contractors and subcontractors are bound with this MoU. The purpose and Terms & conditions of the MoU should not be tampered/attended/deviated.

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- 7.4 DRDO will NOT be a part of any transactions/communications between SECI and its lenders unless otherwise mutually agreed upon.
- 7.5 DRDO shall have the right to claim land in the form/state in which it was handed over to SECI at the end of the PPA period, unless otherwise mutually agreed to extend.
- 7.6 It will be ensured by SECI that it will not generate solar energy in excess to the agreed capacity and if generated it will be used by DRDO only at PPA tariff.
- 7.7 At any stage if SECI decides to Sale/Transfer/Pass on its right to any other Govt/State/PSU department, other Lender/Lending Entity, then the following procedure will be adopted as part of MoU:
- 7.7.1 DRDO consent will be obtained by SECI before invoking this option in which case, the consent should not be held up without a genuine reason for more than 45 days from the date of the request for consent from SECI
 - 7.7.2 Subject to the terms and conditions of the Lender agreement, DRDO will have preference to take over from SECI any such facility at negotiated rate.
 - 7.7.3 Under no circumstances SECI will exercise such option before 5 years from date of commissioning of individual plant i.e. locking period of SECI for individual plant will be 5 years.
 - 7.7.4 Under any circumstances SECI will not take any action which will tantamount to misuse of the facility extended to it by DRDO.
 - 7.7.5 The DRDO premises will not be used for any other activities not related to MoU/objective of providing solar power by SECI in letter and spirit.
 - 7.7.6 Any permanent/semi-permanent construction type of construction will not be taken up by SECI without taking consent from DRDO on the property of DRDO.

8 SPECIAL CONDITIONS OF SECI:

- 8.1.1 All Solar Facilities constructed, installed or placed on the DRDO Land by SECI pursuant to this MOU or subsequent agreements etc will be and remain the sole property of SECI or its Project Company and DRDO will have no ownership or other interest in any Solar Facilities constructed, installed or placed on the Premises. The Solar Facilities are and will remain personal property of the SECI.
- 8.1.2 At the end of the term of PPA, SECI will remove all its Solar Facilities.
- 8.1.3 SECI may at any time mortgage all or any part of its interest and rights (i.e. project plant and machinery and opportunity cost) except land in this MOU/agreement and/or enter into a collateral assignment of all or any part of its interest in the agreement or rights under this MOU/any agreement to any entity ("Lender") without the consent of DRDO. Any Lender will have no obligations under this MOU until such time as it exercises its rights to acquire SECI's interests subject to the lien of Lender's mortgage by foreclosure or otherwise assumes the obligations of SECI directly.
- 8.1.4 DRDO and SECI agree that, once all or any part of SECI's interests in the MOU or any subsequent agreement are mortgaged or assigned to a Lender, both parties will not modify or terminate this MOU and/or subsequent agreement without the prior written consent of the Lender.
- 8.1.5 SECI shall have the unequivocal right to Sale/Transfer/Pass of its interests (i.e. project plant and machinery, opportunity cost) in the MOU and/or subsequent agreements to any other Govt/State/PSU department.

In case DRDO intend to take over the rights and interests in the PPA(i.e. project plant and machinery, opportunity cost) or any subsequent agreement from SECI, DRDO shall express their willingness within 45 days from the date of SECI's decision to sale/transfer the same. In case the negotiation between SECI and DRDO fails it will be referred to arbitrator for amicable settlement.

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If any other entity takes over from SECI, upon the completion of the conveyance, DRDO will acknowledge and recognize the new Transferee or its Agent or Assignee as SECI's proper successor under this MOU upon the new Transferee or Agent or Assignee's cure of any existing SECI defaults and assumption of the obligations of SECI under this MOU and/or subsequent agreement prospectively.

- 8.1.6 The acquisition of all or any part of SECI's interests in the MOU or any agreement by any Lender through foreclosure or other judicial or non-judicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, will not require the consent of DRDO nor constitute a Breach or default of this MOU, and upon the completion of the acquisition or conveyance, DRDO will acknowledge and recognize Lender or its Agent or Assignee as SECI's proper successor under this MOU upon Lender or Agent or Assignee's cure of any existing SECI defaults and assumption of the obligations of SECI under this MOU and/or subsequent agreement prospectively.

[This clause is operational clause of 4.2.2, in which case the lenders go for foreclosure for any reasons]

- 8.2 After a service of 25 years DRDO may ask to extend the agreement, provided the operation of the solar plant is still good.
- 8.3 All relevant documents prepared by SECI pursuant to the MoU/PPAs will be mutually discussed and agreed further in connection with DRDO.
- 8.4 SECI will enter in to a confidentiality agreement with DRDO.
- 8.5 All personnel belonging to SECI and its sub-vendors will have to follow the police verification procedure.
- 8.6 All necessary arrangements towards security and safety of solar power system equipment will be the responsibility of SECI.

Revised

10/10

9 FORCE MAJEURE:

Neither party shall be held responsible for non-fulfilment of their respective obligation(s) under MoU due to the exigency of one or more of the Force Majeure event such as flood, fire, earthquake and other acts of God, strikes, lockouts, epidemics, riots, civil commotion, etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the Force Majeure conditions continue beyond six month, the parties shall jointly decide about the future course of action.

10 GENERAL FRAMEWORK, PROCEDURES FOR AMENDMENT, CANCELLATION, ARBITRATION AND NON-EXCLUSIVITY

- 10.1 This Memorandum may be amended at any time during its term with the consent of both the parties, if the work or environment of the SECI and DRDO is so altered that the contents of the Memorandum are no longer appropriate or workable in the manner envisaged in this Memorandum.
- 10.2 Pursuant to this MoU, separate Power Purchase Agreement(s) (PPA) and agreement to delivery of possession of land on "Right to Use basis will be negotiated and entered between the parties that identify specific proposals for implementation while taking into consideration the overall objective of SECI and DRDO.
- 10.3 This Memorandum embodies the understanding of the Parties as to its subject matter and shall not be amended except in writing executed by both the Parties to this Understanding. Any changes are to be recorded in writing and inserted or attached to this Memorandum and this will have the effect of updating the Memorandum.
- 10.4 Enter/Exit of the two parties can, at any time during the period of the Memorandum, rescind/cancel the same after giving a notice in writing. The notice will not be less than one (1) month prior to the actual date of rescinding/cancellation of this Memorandum.

Consequence of termination:

Renu

h/wy

10.4.1 If after preliminary survey conducted by SECI, the land provided by DRDO is not found feasible for setting up the 10 MW PV Solar Power Plant, after mutual consultation between the parties, the MOU shall be terminated by mutual consent.

10.4.2 At the end of the term, if the parties failed to get the MOU/PPA extended for further period as covenanted under clause 6 above, the termination of MOU/PPA shall be automatic and in such an event.

10.5 This Memorandum does not grant any exclusive right to any of the two Parties in the areas of cooperation that they mutually agree and shall not create any legal binding obligations upon either Party.

10.6 Consultation

DRDO and SECI will consult with each other, whenever it may be appropriate and necessary, on the matters covered by this MoU and will use their best endeavours to ensure that employees and other staff of both the organizations cooperate in good faith with one another.

10.7 Settlement of Disputes and Arbitration

In case of any dispute or difference arising between the Parties arising out of or in relation to this Memorandum, the Parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In case the Parties are not able to resolve the dispute within thirty (30) days after the notice of dispute is given by either Parties, such dispute or difference shall be settled as per the procedure laid down by the Department of Public Enterprises, Government of India vide Office Memorandum No. 4(1)/2011-DPE (PMA)-GL dated 11 June 2013 for settlement of disputes between Public Sector enterprises inter se and Public Sector Enterprise(s) and Government Department(s). The parties to the dispute shall share equally the cost of arbitration as intimated by the arbitrator.

The arbitrator will be the senior officer of MNRE who is not less than the rank of Joint Secretary.

Ramya

h/w

Notwithstanding the existence of any dispute or difference referred to adjudication or dispute resolution as per this Article, the Parties shall continue to perform their respective obligations under this Memorandum.

10.8 Partial Invalidity:

If any term of this Agreement shall be invalid or unenforceable, the remainder shall be valid as written to the fullest extent permitted by law.

11 NOTICE

Notices and other Communications under this MOU shall be in Writing and Communicated through Post, Courier, Fax, e-mail or any other recognized mode of such communication. All such notices and communications shall be directed to the address as contained in the description of parties in this MOU.

IN WITNESS WHEREOF, the Parties have entered into this Memorandum, on the 29th Day of March 2017, as mentioned under Clause-5, above.

For and on behalf of

Solar Energy Corporation
of India Limited



(Remesh Kumar K.)

GM (Solar)

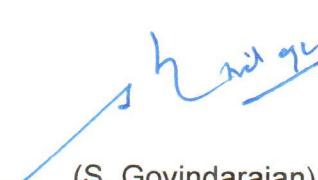
Witness:

1. 
(Y.B.K. Reddy)

DGM (Solar)

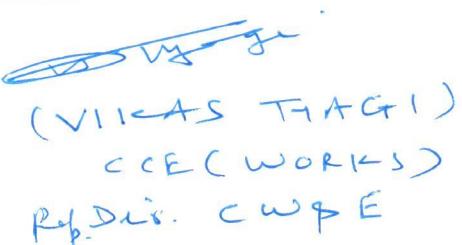
For and on behalf of

Defence Research and
Development Organisation


(S. Govindarajan)

CCE(R&D) Estates

Witness:

1. 
(V. I. K. S. THANGAVEL)
(CCE (WORKS))
Rep. Dir. CWP E