

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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Certificate No.	: IN-DL50704630326736X
Certificate Issued Date	: 08-Sep-2025 12:41 PM
Account Reference	: IMPACC (IV)/ dl720603/ DELHI/ DL-SHD
Unique Doc. Reference	: SUBIN-DLDL72060333040027419603X
Purchased by	: SOLAR ENERGY CORPORATION OF INDIA LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SOLAR ENERGY CORPORATION OF INDIA LIMITED
Second Party	: NATIONAL INSTITUTE OF WIND ENERGY
Stamp Duty Paid By	: SOLAR ENERGY CORPORATION OF INDIA LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



Please write or type below this line

SERVICE AGREEMENT

This Service Agreement ("Agreement") executed on this 19 day of 09, 2025 ("Effective Date").

BY AND BETWEEN

M/s. Solar Energy Corporation of India Ltd, having its registered office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India represented herein by its DGM(PS), Ms. Anita Mohan Goel, (hereinafter called "SECI"). The term "SECI"

Status: Alert

- Statutory Alert:**
1. The authenticity of this Stamp certificate should be verified at www.shcilestamp.com or using eStamp Mobile App of Stock Holding Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate
3. In case of any discrepancy please inform the Competent Authority



shall, wherever the context so permits includes its representatives, executors, assigns, and successors in interest the Party of the First Part.

AND

National Institute of Wind Energy, a Society, registered under the Societies Registration Act, having its office at Survey No. 657/1A2, Velachery – Tambaram High Road, Pallikaranai, Chennai – 600 100, an autonomous institution under the Ministry of New and Renewable Energy (MNRE), Government of India, represented by its BHUVY A RAMDAS..... (hereinafter called "NIWE"). The term "NIWE" shall, wherever the context so permits include its representatives, executors, assigns, successors and successors in interest the Party of the Second Part.

NIWE has a F&A division at Survey No. 657/1A2, Velachery – Tambaram High Road, Pallikaranai, Chennai – 600 100.

SECI and NIWE are hereinafter collectively referred to as the "Parties" and individually as "Party".

RECITALS

1. NIWE is an autonomous institution under the Ministry of New and Renewable Energy (MNRE), Government of India, acting as a technical focal point for fostering the growth of wind development in India, also provides technical due diligence support to the industry.
2. SECI is engaged in the business of developing Renewable energy project and has approached NIWE wide letter/email dated **02.01.2025** for the purpose of carrying out 'Energy Estimation Analysis' ("Energy Estimation Analysis for SECI") for **01 locations** in accordance with requirements specified in the request shared by SECI.
3. SECI, after having understood the terms of the transaction mentioned in the proposal and with its free will, has agreed to execute this agreement for Energy Estimation Analysis as per the terms and conditions contained herein.
4. An NDA can also be entered into by the Parties at the request of SECI for this project for the preservation of confidentiality of the information shared by SECI and the same shall be signed by NIWE on receipt of the said information.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the sufficiency of which are acknowledged by the Parties, the Parties hereby agree as follows:

1. SCOPE:

The scope of the work is limited to energy estimation analysis and can be detailed as follows:

- i. Analyze terrain using topo sheets, contour maps, and land elevation data for the identified wind farm area/WTG locations in Ramagiri, Ananthapuram, Andhra Pradesh.
- ii. Review meteorological mast measurements as well as long-term satellite/reanalysis data MERRA/ERA data for the site
- iii. Conduct a site visit to assess terrain complexity, obstacles, and development constraints



- iv. Analysis of the wind resource at the project site using the measured data and long-term adjusted MERRA-2/ERA wind data to establish the site's wind power density and energy yield potential.
- v. To carry out the EYA in the proposed Micro siting locations provided by SECI as per the Industry practice and guidelines.
- vi. Utilize project-specific data, including turbine power and thrust curves, layout, losses, etc., to simulate annual energy production using industry-standard software tools like WAsP/WindPro /Open wind/Windsim, etc., accounting for all losses.
- vii. Estimate Annual Energy Production (AEP) over the project lifetime and calculate key statistics like capacity factor after considering loss and uncertainty factors.
- viii. Preparation of the project report with the probability of exceedance levels (P95, P90, P75, & PXX).

2. DELIVERABLES:

- i. Subsequent to execution of this agreement and payment of fees, all the information in its final version necessary shall be provided by SECI to NIWE. The report shall be completed within **2 months** from the date of receipt of final version of the said information.
- ii. SECI shall review the said report and revert within 2 (two) weeks from date of receiving of the report to NIWE. If no communication is received by NIWE, the final and signed copy of the same report shall be released by NIWE and no further comments shall be considered.

3. PRE-CONDITIONS OF THE AGREEMENT:

- i. The parties hereby agree that, to carry out the Energy Yield Analysis of the raw wind data is mandatory without which, the activity cannot be undertaken by NIWE.
- ii. SECI shall provide NIWE with all necessary information, support system, assistance and access to the relevant location(s), area(s), personnel and sub-contractors for the purpose of analysis as mentioned in accepted proposal dated 23.04.2025 and subsequent correspondence.
- iii. SECI undertakes that the final report provided by NIWE shall only be utilized for purposes determined under this agreement and shall not be used or produced before any court of law or arbitrator, in any dispute unless disclosure is required under the law and that prior intimation shall be given to NIWE before such disclosure. SECI would indemnify NIWE in respect of any actions, claims, suits, demands, costs, damages, expenses, etc. M/s. SECI agrees to provide an undertaking in this regard, in the format prescribed under Annexure-I of this agreement

4. RESPONSIBILITIES OF THE PARTIES

SECI

- i. SECI shall provide a Survey of India map for the proposed region with a scale of 1:25K (or) 1:50K, if available.
- ii. Shall provide the microsited coordinates of the wind turbine locations (proposed



- wind turbine locations along with the details of the surrounding turbine locations).
- iii. Shall provide the details about the proposed boundary for the wind farm layout.
 - iv. Shall provide the terrain details of the site – vector map (Elevation + roughness) and obstacle details (if applicable).
 - v. The time series raw wind data sets with a period of at least one continuous year will be provided for Energy Yield Assessment, the height of the mast data shall be equal to the hub height or 2/3 of the hub height of the machine.
 - vi. Provide the wind turbine details (Power and thrust curve) and make sure that the turbine model is in the RLMM list.
 - vii. Shall arrange site visits and logistical support (From Chennai to respective sites, Local transport, lodging, and boarding charges for the visit to the site) to NIWE officials at the time of his/her/their visit to all the possible locations (if any).
 - viii. Shall depute officials to contact during the project execution.
 - ix. Shall undertake to use the Report prepared by NIWE for the intended purpose and shall not be used for any other purposes without the prior written consent of NIWE. An undertaking shall be signed by SECI in this regard

NIWE:

- i. Review and quality check the measured wind data.
- ii. Correlation of onsite data to MERRA2 or ERA interim/ERA5 long-term dataset.
- iii. Adjustment of wind speed to long-term period.
- iv. Input preparation for wind flow modeling.
- v. Undertake Annual Energy Production (AEP)/ EYA analysis with WAsP or equivalent wind flow models using the turbine model.
- vi. Estimate AEP, %CUF, and Wake loss for **50 MW** wind farm simulation in the area considered.
- vii. Determination of uncertainties within long-term energy production estimate.
- viii. Visit the proposed wind farm site, if necessary.
- ix. Prepare the draft and final report as per the details given above.

5. FEES AND PAYMENT TERMS:

- i. The estimated cost for this project would be **Rs. 6.10 Lakhs (Rupees Six lakhs and ten thousand only) Plus Applicable Tax GST** (Goods & Services Tax) as applicable and the rate is applicable for Energy Yield Assessment for **1 location** considering 1 no. of mast and **1 nos. of WTG model**.
- ii. The additional charges shall be applicable in case of alterations / additions to the service as follows;
 - a) Analysis for additional turbine will incur Rs.1.00 Lakh plus GST as applicable extra per WTG model.
 - b) In case, if SECI requests future revisions in the analysis, the same may be carried out for an amount of Rs.1.00 Lakh plus applicable GST per revision within the validity period as per Clause 7 (Revised micro siting plan shall be within the same wind farm area). The revision can be requested by the client and the acceptance of the request shall be at the discretion of NIWE.
 - c) If SECI requests to submit extracted / segregated reports, an additional amount of Rs. 1.00 Lakh plus 18% GST will be incurred for the same.



Rohit
Ranjan

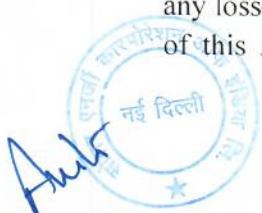
- d) An amount of Rs.1.00 Lakh plus applicable GST per mast will be incurred for considering additional masts in the analysis.
- iii. Applicable GST will be charged extra and will be levied along with the payment. Any change in the rate of taxes as directed by the government shall be borne by the client.
- iv. SECI shall release the payment within 30 days from the date of receipt of 'Proforma invoice'. NIWE will release the 'invoice' after the receipt of the payment.
- v. Our payment terms and conditions will be as follows;
 - a. 100% of the contract value along with GST as applicable shall be paid by SECI to NIWE in advance (at the time of execution of this Agreement).
 - b. SECI shall bear all actual expenses incurred by NIWE towards the site visits conducted, if any, along with the travel charges, cost of stay and other incidental expenses during the term of the Agreement.
 - c. SECI shall provide the GST number & address of the state where the services are being provided.

6. CONFIDENTIALITY:

- i. Both the Parties hereby recognize and acknowledge that in the due course of the Agreement, it is possible for both the Parties to come across and know certain confidential information (whether or not the information is marked or designated as "Confidential") relating to the other Party and its businesses including but not limited to any information furnished under the provisions of this Agreement in written, electronic or any other form ("Confidential Information").
- ii. Except for information that the parties make publicly available, or when agreed between the Parties, all other information is considered proprietary information and shall be regarded as Confidential.
- iii. Both Parties agree to keep all Confidential Information of the other Party confidential and not to disclose, without the prior written consent of the other Party, to any other person or use such Confidential Information other than for the purposes of performance of the obligations set forth in this Agreement.
- iv. Parties acknowledge and accept that information and short description about the project activity can be published in their respective newsletter, annual report, website, etc.
- v. Each Party shall take all steps as may be reasonably necessary to protect the integrity of the Confidential Information disclosed herein and to ensure against any unauthorized disclosure thereof and shall be governed by the laws of India.
- vi. Each Party shall maintain the confidentiality of the Confidential Information of the other Party during the Term of this Agreement.
- vii. The Report provided by NIWE after the completion of the project shall be considered as Confidential Information and shall not be utilized or shared with any third party for reasons other than that determined under this Agreement. SECI shall obtain a prior written consent by NIWE before sharing or using the report for any other purpose or sharing it with any third party.

7. INDEMNITY:

- i. In pursuance of the reports, SECI shall indemnify and keep indemnified NIWE against any losses, damages, failures, performance issues, breakdowns, arising during the term of this Agreement while analyzing and issuing of the report of energy estimation



- analysis procedure carried out in accordance with this Agreement.
- ii. SECI shall not hold NIWE liable for any losses that may arise on account of non-performance of the wind farm in the future.
 - iii. SECI shall also keep NIWE indemnified against any losses, damages, failures, performance issues, breakdowns, and other losses not limited to the losses expressly contained herein, on account of any insurance claim during and after the Term of this Agreement.
 - iv. SECI shall keep NIWE unassociated and indemnified against any losses or damage that may arise on account of disputes raised by any third party relating to design rights, intellectual property rights, operation & maintenance of the wind turbines and all other similar claims not expressly contained herein.
 - v. SECI shall indemnify NIWE against consequential loss, damages through the process of preparation of report and any other issues in connection with SECI and wind turbine model.
 - vi. SECI shall indemnify NIWE against any and all damage/loss to the data/reports etc. arising out of inaccuracies of data, incompleteness in data, data loss originating prior to NIWE's receipt of data, delay or failure to provide timely data, accurate and complete data.
 - vii. SECI shall indemnify NIWE against any and all loss, damages, failures, performance issues, breakdowns etc. that may arise due to any legal dispute / legal proceedings arising between the Parties including disputes brought by third parties.
 - viii. SECI shall indemnify and keep indemnified NIWE against any and all consequential loss, damages, and failures arising out or in connection with the review/verification of documentation and information.
 - ix. SECI shall indemnify and keep indemnified NIWE in the event of any loss, liability, costs, damages, expenses, claims arising out of any change in the existing law in force.
 - x. SECI unconditionally and irrevocably agrees and undertakes to indemnify and keep indemnified, save, defend and hold harmless NIWE in respect of any actions, claims, suits, demands, costs, damages, expenses, failures in wind turbines, that may arise on account of signing this agreement.
 - xi. SECI shall not use the report submitted by NIWE in whole or a part, as proof or submission for any ongoing/upcoming disputes or litigation, claims, arising out of third party claims and shall indemnify and keep indemnified, save, defend and hold harmless NIWE and its representatives.

8. TERM AND TERMINATION:

i. Term:

The Agreement shall be valid for 20 years from the date of signing the contract.

ii. Termination:

- a. NIWE reserve the right to terminate this Agreement and conclude the project in the event of violation of responsibilities stipulated under this agreement by SECI. In the event of either Party deciding to cease its operations or becomes sick or insolvent, either party shall be entitled to terminate this Agreement.
- b. The parties shall service the other party a notice in writing of one month (30 days)



prior to the date of termination unless such termination is a result of fraud, breach or gross misconduct.

iii. Effect of Termination:

- a. In the event of termination due to clause 8. ii a. the fees paid SECI to NIWE shall not be returned.
- b. The parties shall be liable to return/destroy the documents/information provided by the other Party in a manner suggested by the Party.

iv. Survival

Termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such representations, warranties, indemnity, confidentiality, and all other clauses of similar nature.

9. FORCE MAJEURE

- i. The “Force Majeure Event” means an unforeseen event occurring after signing of Agreement, and which is beyond the reasonable control of the impacted Party, to the extent such an event prevents or delays the affected Party from fulfilling its obligations and the affected Party is not the direct or indirect cause of such an event and is unable to prevent or remove such event at reasonable cost. Force Majeure events shall be considered but not limited to the following events: (a) Act of god (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, & pandemic; (c) war, invasion, revolution, terrorist threats or acts, riot or other civil unrest; (d) Any law, ordinance or order of the Central or State government, or any direction of a statutory regulatory authority that prohibits or restricts performance of the obligation. (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, lock outs or other concerned action of workmen.
- ii. Any delay in the performance of any duties or obligations of either Party shall not be considered a breach of this Agreement if such delay is caused by a Force Majeure Event, provided that such Party uses reasonable efforts, under the circumstances, to notify the other Party of the circumstances causing the delay and to resume performance as soon as possible.
- iii. The impacted Party shall give Notice within five (05) days of the occurrence Force Majeure Event to the other Party, stating the estimated period of time that such Force Majeure Event is expected to continue. The impacted Party shall use any and all diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.
- iv. In the event that the impacted Party’s failure or delay remains uncured for a period of thirty (30) days following the notice given, the other Party may terminate this Agreement thereafter.



10. NOTICES:

All notices required to be given under this Agreement by either Party to other Party shall be in writing and in English, and shall be addressed to such Party at the address given below or at such address as it may from time to time notify:

M/s. Solar Energy Corporation of India Ltd:

Rep. by its Deputy General Manager (PS)
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi-110023
Email: anitaag@seci.co.in
Tel.: +91 (11) 24666224.

NIWE:

National Institute of Wind Energy
Rep. by its *BHUVYAT RAMDAS, Division Head (IIC), WRA*
Survey No. 657/1A2
Velachery-Tambaram High Road
Pallikaranai, Chennai-600 100

All notices shall be deemed to have been validly given on the following occasions as follows:

- (i) In normal course of action, it shall be the business date of dispatch; or
- (ii) In case of facsimile transmission, it shall be the date immediately after the date of transmission with confirmed answer back, or
- (iii) In case of registered post, it shall be seven (7) days from the date of posting/dispatch;

Any Party may, from time to time, change its address provided for in this Agreement by giving the other Party not less than ten (10) days prior written notice.

All notice(s)/legal notices shall be addressed to the respective institution / body through the capacity cited above and not in the name of any individual. Such notices addressed to one's individual name other than the capacity mentioned herein shall be ignored by the receiving party, immune from the consequences.

11. APPLICABLE LAW

- i. The Parties hereby acknowledge and agree that this Agreement shall be governed by the laws of India.
- ii. The Parties hereby acknowledge and agree that, without prejudice to anything contained herein, in the event of any dispute or difference arising out of this Agreement between the Parties hereto shall be the exclusive jurisdiction of the Courts of India.

12. DISPUTE RESOLUTION

In the event of any dispute or differences relating to the interpretation and application of the provisions of commercial contract(s) between NIWE and SECI shall be taken up



by either party for its resolution through AMRCD provisions as mentioned in DPE OM No 05/003/2019-FTS-10937 dated 14/12/2022 and the decision of the AMRCD on the said dispute will be binding on both the parties.

13. MISCELLANEOUS

Amendment

The terms or provisions of this Agreement shall be modified, amended, supplemented, waived, or discharged only in writing and which may be in the nature of an addendum, agreement, etc., and which shall be signed by both the Parties hereto.

Assignment

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned to any third party, unless otherwise agreed in writing by both Parties.

Severability

In the event any of the clauses of this Agreement, for any reason, are found to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement and it shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Headings

The headings contained in this Agreement are solely for the purpose of reference and shall not in any way affect the meaning or interpretation of this Agreement.

Waiver

Failure of either Party to require performance of any provision of this Agreement shall not affect such Party's right to full performance thereof at any time thereafter, and any waiver by either Party of a breach of any provision hereof shall not constitute a waiver of a similar breach in the future or of any other breach. No waiver shall be effective unless in writing and duly executed by an authorized representative of the concerned Party.

Separate Agreement

In the event that any of the provisions or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions will not be affected.

Entire Agreement

This Agreement, including but not limited to the Annexures attached, constitutes the entire Agreement between the Parties in connection with the subject matter hereof.

Inconsistency

In case of any inconsistency between the terms and conditions of this Agreement and any other prior arrangement/agreement entered in between the Parties, the terms and conditions



of this Agreement shall prevail.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate by their authorized representatives, on their respective behalf, on the Effective Date first written above.



M/s. Solar Energy Corporation of
India Ltd

अनिता मोहन गोयल / Anita Mohan

Dy. General Manager, M/s. Solar Energy Corp. of India Ltd.

(सौर ऊर्जा का वर्कर) / (A Govt. of India Enterprise)

बी. बी. बाई, सेट-वी, नौकरीय अवार्ड चॉक टास्ट-2, पूर्व दिल्ली नगर, नई दिल्ली-110067, भारत।

8th Floor, Plaza-B, NBCC Office Block Tower-2, East Kuhui Nagar, New Delhi-110067, India.



Zhuangjiawode

National Institute of Wind Energy

WITNESS: (1) AKS..
(Aditee N.)

(1) ED →
(G. Anivukodi)

LETTER OF UNDERTAKING

Annexure - I

Date: ...19/9/2025

To,

National Institute of Wind Energy (NIWE),
Survey No. 657/1A2,
Velachery – Tambaram High Road,
Pallikaranai, Chennai – 600 100

SECI, having its registered office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India hereby acknowledges and undertakes that-

1. SECI has understood the terms, obligations, and implications of the proposal and the Agreement prior to the signing of this Agreement.
2. The Energy Estimation Analysis Report prepared and submitted by NIWE shall be used solely for purposes determined under this Agreement and shall not be presented-produced/utilized before an arbitrator or court of law for any ongoing/future claims, litigation, disputes, etc.
3. The report prepared by NIWE shall be treated as Confidential Information in all its future transactions and for using the Report in whole or part for any purposes other than those agreed upon by the Parties under this Agreement, SECI shall obtain a prior written consent of NIWE.
4. It shall save, protect, defend, indemnify, keep indemnified and hold harmless NIWE in respect of any such actions, claims, suits, demands, costs, damages, expenses, etc. arising out of any third party claims.
5. It shall not hold NIWE liable for any losses that may arise on account of non-performance of the wind farm as predicted in the Energy Estimation Analysis results presented in the report. The assessment report provided by NIWE shall be executed solely based on the satisfaction and decision of SECI and any other contractors.

I, DGM (PS), authorized signatory by the Board of Directors panel for SECI, hereby understand, accept, acknowledge and undertake to comply with the above.

For SECI



[NAME AND DESIGNATION OF AUTHORISED SIGNATORY]

अनिता मोहन गोयल / Anita Mohan Goel
उप महाप्रबंधक (पी.एस.) / Dy. General Manager (PS)
सोलर एनर्जी एंटरप्रार्स लिमिटेड लि. / Solar Energy Corp. of India Ltd.
(गोवर्नमेंट वाकातक का उद्यम) / (A Govt. of India Enterprise)
इली भवन, फ्लॉर-2, इंडियानी सर्वोत्तम नोड टावर, पूर्ण विदर्भ नगर, नई दिल्ली-23
6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-23