

NOVATION AGREEMENT

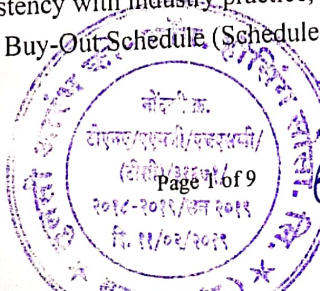
This Addendum ("**Addendum**") to the Power Purchase Agreement dated 09th September 2025 ("**PPA**") is made and entered into at Mumbai on this 22nd day of August, 2026, ("**Effective Date**") by and between:

1. **Greenlance Energy Pvt. Ltd.**, a company incorporated under the Companies Act, 1956/2013, having its registered office at 202, Shree-Prasad House, Plot no. 517, 35th Road, TPS-III, Off Linking Road, Bandra (W), Mumbai – 400 050, Maharashtra, India (hereinafter referred to as "**Power Producer**"/ "**Assignor**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns);
2. **Tulsi Aarambh Co-op Housing Society Ltd**, a society incorporated under the Maharashtra Co-operative Society Bye Laws, bearing Registration No. TNA/AAMB/HSG(TC)/31671/2018-2019/Yr 2019, having its registered office at Survey No 45, Hissa No 1A, 1B, 2, 3, 5 & Survey No 48, Hissa No B1, B2, Kharvai, Badlapur East 421503, (hereinafter called "**Purchaser**", which term, wherever it occurs, shall be deemed to mean and include its subsidiaries, affiliates, successors and assigns); and
3. **SundayGrids Private Limited**, a company incorporated under the provisions of the Companies Act, 2013, bearing CIN: U40108KA2020PTC138135, having its registered office at 261/1, S Y No 12/1, AECS Layout, Sanjay Nagar, Bangalore, Karnataka - 560094, (hereinafter referred to as the "**Assignee**") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

The Assignor, the Purchaser and the Assignee are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

- A. The Purchaser and the Assignor had entered into a Power Purchase Agreement ("**PPA**") dated 09th September 2025 through which the Assignor agreed to design, install, operate and maintain a 200 KWp grid-connected rooftop solar power plant on the RESCO model, and to generate and supply Solar Power to the Purchaser, and the Purchaser agreed to accept and purchase the said Solar Power on the terms set out therein.
- B. The Assignor has agreed to assign its rights and obligations arising out of the PPA in favour of the Assignee pursuant to Clauses 14.1 and 14.2 of the PPA, and the Parties are entering into this Addendum, inter alia, to record such assignment and novation.
- C. In connection with the aforesaid assignment and novation, the Parties have reviewed the PPA and wish to supplement it with certain additional provisions in the interest of clarity, completeness and consistency with industry practice, without altering the Tariff (Schedule A), Term, Security Deposit, Buy-Out Schedule (Schedule I), or any other commercial term agreed



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under the PPA.

- D. Pursuant to and in furtherance of the PPA, the Parties have accordingly deliberated and decided to enter into this Addendum in order to record the aforesaid novation and the relevant supplemental provisions in the PPA.

NOW THIS ADDENDUM WITNESSES AND IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

PART A: NOVATION

1. The term '**Power Producer**', wherever the context provides in the PPA, shall be removed entirely and be replaced with the term '**Assignee**'.
2. It is agreed amongst the Parties to this Addendum that in terms of Clauses 14.1 and 14.2 of the PPA, the Assignor agrees to irrevocably assign its rights and obligations in favour of the Assignee, and the Assignor shall no longer be a party to the PPA.

3. **Novation:** With effect from the effective date of execution of this Novation Agreement, the Assignor wishes to transfer by novation to the Assignee, and the Assignee wishes to accept the transfer by novation of, all the rights, liabilities, duties and obligations of the Assignor under and in respect of the Original Power Purchase Agreement (PPA).

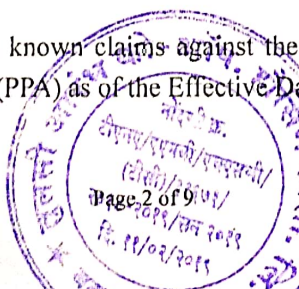
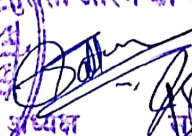
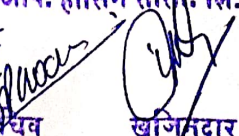
From the effective date onwards, the Assignor desires to be released and discharged from further obligations under the Principal Agreement and Purchaser has agreed to release and discharge the Assignor from further performance/ obligations under Original Power Purchase Agreement (PPA) on the condition that the Assignee shall undertake to perform and fulfill such obligations under Original Power Purchase Agreement (PPA) and to be bound by the terms, conditions and stipulations of the Original Power Purchase Agreement (PPA).

The Assignee agrees that all of the interest and liabilities of the Assignor in and under the Original Power Purchase Agreement (PPA) and all benefit, advantage and obligations derived or to be derived therefrom shall stand assigned, novated, transferred, set-out and conveyed unto the Assignee from and after the effective Date.

From the Effective Date, in respect of the Original Power Purchase Agreement (PPA), Purchaser and the Transferee each undertake liabilities and obligations towards the other and acquire rights against each other identical in their terms to Original Power Purchase Agreement (PPA) and, for the avoidance of doubt, as if the Assignee were the Power Producer/ Assignor and with Purchaser remaining the Purchaser under the Original Power Purchase Agreement (PPA).

The Purchaser hereby irrevocably releases and discharges Assignor from further performance under the Original Power Purchase Agreement (PPA), and the Purchaser hereby confirms and acknowledges that, as of the Effective Date of novation:

- a. the Purchaser has no known claims against the Assignor under the Original Power Purchase Agreement (PPA) as of the Effective Date; and

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- b. to the best of the Purchaser's knowledge, the Assignor has not breached any provision of the Principal Agreement.

Stamp duty, if any payable on this Novation Agreement, shall be borne exclusively by the Assignee.

This Novation Agreement contains the entire understanding between the Parties on the subject matter and this Novation Agreement shall not be amended or modified unless agreed to by the Parties in writing.

This Novation Agreement forms an integral part of the Original Power Purchase Agreement (PPA) as though herein specifically set forth and produced. In case of any discrepancy between the Original Power Purchase Agreement (PPA) and this Novation Agreement, the terms and conditions of this Novation Agreement shall prevail. All other provisions, Recitals, Articles or Sections of the Original Power Purchase Agreement (PPA) to the extent not amended or replaced shall mutatis mutandis be applicable to this Agreement except that rights and obligations of Assignor shall vest in the Assignee.

4. **Security Deposit:** The Parties confirm that security deposit of Rs. 12,00,000/- (Rupees Twelve Lakhs only) paid by Purchaser under Clause 7.6 of PPA shall stand transferred and credited to the Assignee, of which: (a) Rs. 11,26,000/- (Rupees Eleven Lakhs Twenty-Six Thousand only) is presently held by the Assignor (receipt whereof stands acknowledged by the Assignor), and shall be remitted by the Assignor to the Assignee, or held to the credit of the Assignee, within thirty (30) days of the Effective Date; and (b) the balance Rs. 74,000/- (Rupees Seventy-Four Thousand only) shall be remitted directly to the Assignee by SolarSquare Energy Private Limited, the EPC contractor engaged in respect of the System, within thirty (30) days of the Effective Date. The Assignee shall thereafter hold and deal with the said security deposit strictly in accordance with Clause 7.6 of the PPA. Under no circumstances shall the Purchaser be liable to make any additional payment, or to re-deposit any portion of, the Security Deposit on account of the aforesaid transfer.

PART B: SUPPLEMENTAL PROVISIONS

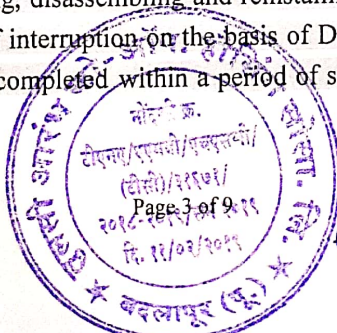
5. Amendment to Clause 6 (Delivery of Solar Power)

The following new sub-clauses shall stand inserted after Clause 6.4 (Early Termination and Buyout) of the PPA:

6.5 Relocation of the System

Where the System or any part thereof is required to be temporarily moved, disassembled or its generation suspended, for repair of the Premises or for any other reason:

- a. If such relocation is requested by the Purchaser, or arises due to any act, negligence or omission of the Purchaser or its employees, agents or contractors, the Purchaser shall bear all reasonable costs of moving, disassembling and reinstalling the System, and shall continue to be billed for the period of interruption on the basis of Deemed Generation under Clause 6.7. Such relocation shall be completed within a period of sixty (60) days from the date of such



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request or occurrence, and the Purchaser shall be billed for such Deemed Generation in respect of the System, whether the System is offline in its entirety or only in part, for the duration of such period. The Parties agree that the number of scheduled panel cleanings falling within such period shall be identified and confirmed by mutual written notice, by email, and the cleanings so identified shall stand deferred and be carried out during the subsequent summer months, so as to maximise generation during that period. By way of illustration, where four (4) scheduled cleanings fall within the period of relocation, such four (4) cleanings shall be carried out during the subsequent summer months which results in maximized generation.

- b. If such relocation is necessitated for reasons solely attributable to the Assignee, all such costs shall be borne solely by the Assignee, and the Purchaser shall not be billed for the period of interruption.
- c. The Assignee shall furnish documentary evidence of the costs incurred under sub-clause (a) above, and the Purchaser shall reimburse such costs within thirty (30) days of receipt of such evidence, failing which the Late Payment Surcharge under Clause 7.5 shall apply.

6.6 Purchaser Requested Shutdown

The Purchaser may, from time to time, request the Assignee to temporarily suspend operation of the System for a period not exceeding a cumulative forty five (45) days in any Financial Year, for reasons reasonably related to repair, maintenance or improvement of the Premises. During any such shutdown period, the Purchaser shall continue to pay the Assignee an amount equal to the Solar Power Payment that would otherwise have been due for such period, computed on the basis of Deemed Generation under Clause 6.7.

6.7 Deemed Generation

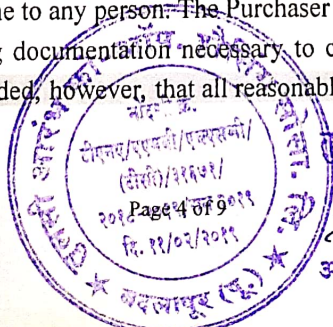
Wherever this Agreement provides for billing on the basis of "Deemed Generation", the same shall be computed in accordance with the methodology set out in Schedule V to this Agreement.

6. Amendment to Clause 8 (General Covenants)

The following new sub-clauses shall stand inserted after Clause 8.3 (Purchaser's Covenants) of the PPA:

8.4 Environmental Attributes and Tax Incentives

The Assignee (and/or its assignee, as may be identified and appointed at its sole discretion) shall be the sole and exclusive owner of any Environmental Attributes, including without limitation carbon credits, renewable energy certificates and green tags, and any Tax Incentives, arising as a result of the installation and operation of the System, and shall be entitled to transfer the same to any person. The Purchaser shall render reasonable assistance to the Assignee in preparing documentation necessary to claim such Environmental Attributes and Tax Incentives. Provided, however, that all reasonable costs and expenses incurred by the



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Purchaser in rendering such assistance shall be borne solely or reimbursed in full by the Assignee within thirty (30) days of invoice. Any amount is received by the Purchaser in respect of such Environmental Attributes, the Purchaser shall promptly remit the same to the Assignee. Any cost associated with such assistance shall be borne solely by the Purchaser.

8.5 No Resale of Solar Power

The Solar Power purchased by the Purchaser under this Agreement shall not be resold, assigned or otherwise transferred to any third party without the prior written approval of the Assignee, such approval not to be unreasonably withheld. The Purchaser shall not take any action that would cause either Party to become a utility or a public service company.

8.6 Non-Disturbance

The Purchaser shall, at the request of the Assignee, procure and furnish a written acknowledgement from any lienholder, mortgagee, landlord or other party having an interest in the Premises, confirming that (i) ownership of the System vests in the Assignee at all times prior to transfer under Clause 3.2, (ii) the System constitutes movable property of the Assignee and shall not be treated as a fixture to the Premises, and (iii) such party shall not disturb the rights of the Assignee under this Agreement. Such acknowledgement shall be procured at the Purchaser's expense.

The Purchaser shall, upon reasonable written request, make commercially reasonable efforts to assist the Assignee in procuring written acknowledgements from any lienholder, mortgagee, or landlord. All out-of-pocket legal, administrative, and third-party fees associated with procuring such acknowledgements shall be borne by the Assignee.

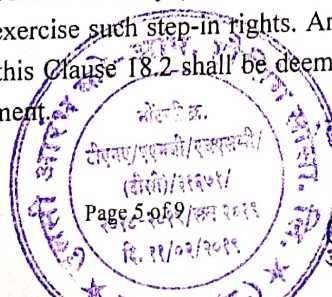
7. New Clause 18 - Financing Provisions

The following new Clause 18 shall stand inserted after Clause 17 (Miscellaneous) of the PPA:

18. FINANCING PROVISIONS

18.1 Power Producer may, at its sole discretion, mortgage, pledge, assign or otherwise encumber its rights under this Agreement and its interest in the System to any party providing financing for the System ("Financing Party"), provided that Power Producer shall furnish Purchaser not less than thirty (30) days' prior written notice of its intention to undertake, or its commitment to undertake, any such mortgage, pledge, assignment or encumbrance.

18.2 The Financing Party shall be entitled to step into the rights of Power Producer under this Agreement and to cure, within the applicable cure period available to Power Producer, any Power Producer Default described in Section 12.1, provided that Power Producer shall furnish Purchaser not less than thirty (30) days' prior written notice before the Financing Party plans to exercise such step-in rights. Any cure effected by the Financing Party in accordance with this Clause 18.2 shall be deemed a cure by Power Producer for all purposes of this Agreement.



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- 18.3 The Purchaser shall, upon the Assignee's request, execute reasonable documentation acknowledging the interest of the Financing Party in this Agreement and the System, provided that such documentation shall not enlarge the Purchaser's obligations or diminish the Purchaser's rights under this Agreement.

8. New Clause 19 - Sale of Site

The following new Clause 19 shall stand inserted after Clause 18 (Financing Provisions):

19. SALE OF SITE

- 19.1 If the Purchaser transfers, by sale, lease or otherwise, all or a portion of its interest in the Premises, the Purchaser shall remain primarily liable to the Assignee for the performance of its obligations under this Agreement, notwithstanding such transfer.
- 19.2 Where no Purchaser default under this Agreement has occurred and is continuing, and the transferee demonstrates financial and operational ability to meet the PPA obligations (such approval not to be unreasonably withheld or delayed by the Assignee) and executes an undertaking. The Purchaser shall be fully released from further obligations hereunder.
- 19.3 Where the Purchaser or the transferee elects to terminate this Agreement in connection with such transfer, the Termination Compensation set out in Schedule I shall become payable to the Assignee.

9. Grant of Access to and Use of Premises

The Purchaser hereby grants the Assignee, its authorised representatives, contractors and any Financing Party, irrevocable license to enter upon, access, use of the Solar Installation Area and such part of the roof, terrace or other areas of the Premises where the System is or will be installed ("Licensed Area"), together with all ingress, egress and access rights reasonably required for installing, operating, maintaining, repairing and, on expiry or termination of the PPA, removing the System, in an unhindered and peaceful manner and without any additional rent, fee or security deposit other than as contemplated under the PPA. The Purchaser represents that it has full right, title and authority, and has obtained all consents required from its members, co-owners or any competent authority, to grant such access for the Term of the PPA (including any renewal thereof).

The Parties acknowledge that SolarSquare Energy Private Limited, the EPC contractor engaged in respect of the System, shall, for the duration of its operation and maintenance arrangement with the Assignee, be responsible for carrying out the modification, restoration and removal obligations set out in this Clause on behalf of the Assignee. Such engagement shall not relieve the Assignee of its obligations to the Purchaser under this Agreement.

The Purchaser hereby grants the Assignee, a license to enter upon, access, and use the Licensed Area, Provided that the Assignee and its contractors comply with all reasonable safety and security rules of the Society. The Assignee shall remain fully responsible for

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rectifying, at its own cost, any physical damage caused to the Premises, roof, or waterproofing by its employees, agents, or EPC contractors during installation, maintenance, or removal.

The following Schedule V shall stand added to the PPA:

SCHEDULE V: DEEMED GENERATION METHODOLOGY

Deemed Generation for any period of downtime shall be computed as follows:

Deemed Generation = Downtime × Expected Generation per Minute

Where "Downtime" means the duration of interruption, in minutes, as recorded by the plant monitoring system or, in its absence, as mutually agreed between the Parties; and "Expected Generation per Minute" is derived from the Estimated Annual Production for the relevant year of the Term, as set out in Schedule III, computed as follows:

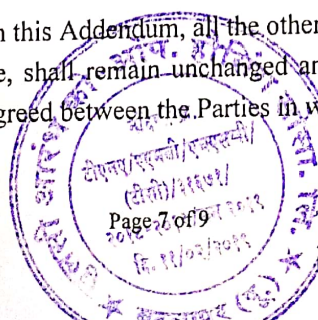
Description	Formula	Illustration (Year 1)	Unit
Estimated Annual Production (EAP)	Per Schedule III	2,70,000	kWh/year
Monthly Production (MP)	MP = EAP / 12	22,500	kWh/month
Daily Production (DP)	DP = MP / 30	750	kWh/day
Hourly Production (HP)	HP = DP / 5 (5 peak sun-hours, consistent with the System Acceptance Testing criteria under Clause 4.3)	150	kWh/hour
Expected Generation per Minute (EGM)	EGM = HP / 60	2.5	kWh/min

This computation shall be revised annually, tracking the Estimated Annual Production applicable to the relevant year of the Term as set out in Schedule III of the PPA.

PART C: GENERAL

10. **Ratification:** Save as expressly amended by this Addendum, all terms, conditions, covenants, representations, warranties and Schedules of the PPA shall continue unchanged and in full force and effect, and are hereby ratified and confirmed by the Parties.

11. Except as modified herein in this Addendum, all the other terms and conditions of the PPA, as amended from time to time, shall remain unchanged and be applicable to this Addendum, unless otherwise mutually agreed between the Parties in writing.

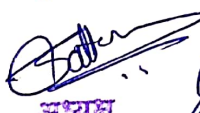


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12. The Addendum is hereby incorporated and shall form an integral part and parcel of the PPA. Parties agree that this Addendum is to be read in unison with the terms and conditions as more fully set out in the PPA.
13. In the event of any conflict between the provisions of this Addendum and the PPA, the provisions of this Addendum shall prevail to the extent of such conflict.
14. The terms used in this Addendum to the PPA (including in the recitals to the PPA) shall have the same meaning as ascribed to them in the PPA.
15. All clauses, terms and conditions, and Schedules of the PPA shall remain in full force and effect and unmodified unless provided herein.
16. **Governing Law:** This Addendum shall be governed by and construed in accordance with the laws of India, and the provisions of Clause 17.7 (Governing Law & Jurisdiction) of the PPA shall apply mutatis mutandis to this Addendum.
17. **Counterparts:** This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
18. Parties acknowledge that they have read and understood the terms of this Addendum read together with the PPA, and agree to it.



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IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum and all the original copies hereto, on the date first above written:

For and on behalf of Power Producer/Assignor
GREENLANCE ENERGY PVT. LTD.

Name:

Designation:

For and on behalf of Purchaser
TULSI AARAMBH CO-OP HOUSING SOCIETY LTD

Chairman

Name: Sanjay

Secretary

Name: Rajesh

Treasurer

Name: Vijay



For and on behalf of Assignee
SUNDAYGRIDS PRIVATE LIMITED

Name:

Designation: