

Six Monthly Compliance Report of STT Global Data Centres India Private Limited

January 2023 to June 2023

Environmental Consultant



202, Hem Opal, Plot No. 26, Ekta Society,
Near Joshi Wadewale Lane, Wakadewadi,
Pune 411003
Website: <http://techknowgreen.com>

Submitted By
STT Global Data Centres India
Private Limited.
Plot No. 51 and 51 (Part) TTC. MIDC
Village: Khairane, Dist: Thane.

ENVIRONMENTAL CLEARANCE SIX MONTHLY COMPLIANCE REPORT

1. **Project Type** : New
STT GLOBAL DATA CENTRES INDIA
2. **Name of the Project** : PRIVATE LIMITED.
3. **Clearance letter and date** : EC22B038MH141214
Dated: 15st April 2022
4. **Location** : Plot No. 51 and 51 (Part) TTC. MIDC
Village: Khairane, Dist: Thane.
 - a. **District** : Thane
 - b. **State** : Maharashtra.
Latitude : 19°06'18.00"N
 - c. **Latitude/Longitude** : Longitude : 73°01'10.99"E
5. **Address of correspondence** :
Mr. Rajesh Kumar Tiwari
Associate Vice President
(a) **Address of concerned project Head** : 5th Floor, Tower B, C-21 & C-36 'G' Block,
Bandra Kurla Complex Mumbai,
Maharashtra - 400098
(b) **Address of Corporate Office** : 5th Floor, Tower B, C-21 & C-36 'G' Block,
Bandra Kurla Complex Mumbai,
Maharashtra - 400098

2. Introduction

M/s. STT GLOBAL DATA CENTRES INDIA PRIVATE LIMITED has proposed a Data Centre [IT/ITes] project at Plot No. 51 and 51 (Part) TTC. MIDC, Village: Khairane, Dist: Thane – 400709. PP has obtained Environmental Clearance [**Annexure 1**] under “8(a) ‘B2’ Building & Construction Projects” on 15.04.2022 for the proposed project for the Plot area of 30,881.00m² and BUA 44,383.92m² from Environment Department, Maharashtra.

Proposed project is comprising of 5 buildings and open transformer area. Details of the project is presented in following table.

Project Details as per the Granted Environmental Clearance

S. N.	Particulars	Details
	Name of the Project	STT GLOBAL DATA CENTRES INDIA PRIVATE LIMITED
	Plot Area [m²]	30,881.00
	Built up Area [m²]	44,383.92

	Green Belt Area [m2]		3,100.00																																
	Building Configuration		<table> <tr> <th>Building</th><th>Nos.</th><th>Configuration</th><th>Ground Coverage</th></tr> <tr> <td>Data Centre</td><td>1</td><td>G + 7</td><td>4,051.16</td></tr> <tr> <td>Annex</td><td>1</td><td>G + 6</td><td>336.65</td></tr> <tr> <td>D.G. Bldg.1</td><td>1</td><td>G + 2</td><td>928.57</td></tr> <tr> <td>D.G. Bldg.2</td><td>1</td><td>G + 2</td><td>928.57</td></tr> <tr> <td>Substation</td><td>1</td><td>G + 2</td><td>1,176.99</td></tr> <tr> <td>Open Transformer</td><td>1</td><td>G</td><td>992.32</td></tr> <tr> <td>Total</td><td>6</td><td></td><td>8,414.26</td></tr> </table>	Building	Nos.	Configuration	Ground Coverage	Data Centre	1	G + 7	4,051.16	Annex	1	G + 6	336.65	D.G. Bldg.1	1	G + 2	928.57	D.G. Bldg.2	1	G + 2	928.57	Substation	1	G + 2	1,176.99	Open Transformer	1	G	992.32	Total	6		8,414.26
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Total	6		8,414.26																																
	Project Cost		471.1Cr																																
	EMP Cost		Capital Cost: 260Lakhs Recurring Cost: 44Lakhs/Year																																
	Population		Staff: 290 Visitors: 30 Total: 320																																
	Total Water Requirement		60.4CMD [Fresh: 41.4 + Recycled:19]																																
	Sewage Generation		19CMD																																
	STP Capacity		25CMD																																
	Solid Waste		Hazardous Waste <ul style="list-style-type: none"> Used / Waste Oil: 26,100Lit/Year E-Waste: 290kg/Year Used Batteries: 5800Kg/Year Non-Hazardous Waste <ul style="list-style-type: none"> Biodegradable:38kg/day Non-Biodegradable: 58kg/day Total: 96Kg/day 																																
	Power Requirement		<ul style="list-style-type: none"> Construction Phase: Connected Load: 500KVA D.G. Set: 500KVA Operation Phase: Source: MSETCL Connected Load: 40MVA Demand Load: 40MVA Transformer Capacity: 50MVA x 2Nos. 																																

			<ul style="list-style-type: none">• D.G. Set: 2250KVA x 54 Nos• Fuel: HSD: 24,300 LPH• Stack Height: 10m Each [Above Roof of the building] 54 Nos
	Parking		<ul style="list-style-type: none">• Four-Wheeler: 244 Nos.• Two-Wheelers: 40 Nos.• Total Parking Area Provided: 6,172.0m2

3. Current Status of Project

PP has obtained Environmental Clearance, PP had applied for the Consent to Establish and obtained on 1st Feb 2022 vide format no. Format1.0/CC/UAN No.0000122320/CE 2202000065 – **Annexure 2**. Accordingly, PP has started site preparation and excavation work on the site. Details of ongoing work is presented as below;

Project Status: Construction Status As on Month: June 2023

Sr. No.	Activity	Completion [Descriptive & %]
1.	Site Preparation	Site preparation done
2.	Excavation	Site excavation is done
3.	RCC	Not Started
4.	Finishing	Work Started near Workmen Camp:1
5.	STP	In progress
6.	OWC	As local municipality (MIDC) come on daily basis to pick waste for construction phase
7.	Rainwater Harvesting and Storm water drainage	In progress
8.	Landscape	Not Started

As per the condition of EC, herewith PP is submitting first Six-Monthly compliance report of granted EC conditions as presented in below table.

Specific Conditions:

Sr. No.	Conditions	Project Proponent's Response / Compliance Status
A. SEAC Condition		
1.	PP to submit IOD/IOA/Concession Document/ Plan Approval or any other form of documents as applicable clarifying its conformity with local planning rules and provisions thereunder as per the circular dated 30.01.2014 issued by the Environment Department, Govt. of Maharashtra.	PP has obtained sanctioned Master Plan from MIDC on 27.12.2021. Annexure 3

2.	<p>PP to obtain following NOCs:</p> <ol style="list-style-type: none"> Water Supply; Sewer Connection; CFO NOC, Tree NOC, SWM/C&D NOC. 	<p>Water Supply Permission PP has obtained Water Supply NOC from MIDC through EE/Dn.II/PA-I/IFMS/A52741/2022 dated 14.02.2022</p> <p>Annexure 4</p> <p>Sewer Connection PP has obtained permission from MIDC for disposal of treated sewage through letter No. EE/Dn.II.IFMS/B16731/2022 dated 04.04.2022 – Annexure 5</p> <p>CFO NOC PP has obtained Provisional Fire NOC from MIDC through Letter No. MIDC/FIRE/E-91949 dated 27.12.2021 – Annexure 6</p> <p>Tree NOC PP has obtained Tree cutting NOC from MIDC through Letter No. MIDC/IFMS/THANE I/E&MD/EE Thane 2/2022/A57516 dated 17.02.2022 attached as Annexure 7</p> <p>SWM PP has proposed to provide OWC of 100kg/day for the treatment of Solid waste during operation phase.</p> <p>C&D NOC PP has obtained Construction and Demolition NOC from MIDC through No. EE/DnII/MHP/SPA/A33091/of 2022 dated 28.01.2022 and attached as Annexure 8</p>
3.	PP to obtain Petroleum and Explosives Safety Organization (PESO) license for storage of HSD from competent authority.	PP has obtained provisional PESO license through letter No. A/P/WC/MH/15/3366 (P525818) dated 12.01.2022 attached as Annexure 9
4.	PP to ensure that minimum 25 % four-wheeler and two-wheeler Parking's should be equipped with electric charging facilities.	PP has proposed to reserve 25% of total parking of four-wheeler & two-wheeler to be equipped with electrical charging facilities. Parking plan is attached as Annexure 10
5.	PP to declare campus as a plastic free zone (No pet bottles, cutlery). PP to ensure that plastics used in packaging should be recycled.	PP assures that the proposed activity shall be declared as plastic free zone. Undertaking of the same is attached as Annexure 11
6.	PP to revise & increase the STP capacity 10% more as compare to actual sewage generation; PP to revise STP layout replacing sludge drying bed with filter base & accordingly submit revise section of STP; PP to ensure that parameters of treated water are as per NGT norms; PP to explore Zero Liquid Discharge (ZLD) in project.	PP has increased the capacity of STP to 25CMD and has also replaced sludge drying beds with filter bags. Details of 25CMD STP is attached as Annexure 12 . PP herewith undertakes that STP treated water quality shall be maintained as per NGT norms. Also, PP has proposed to implement ZLD scheme. Annexure 13
7.	PP to submit revised Fire Tender Movement Plan showing clear road width of six meters and turning radius of nine	PP has revised the fire tender movement plan. Revised plan showing clear road width of 6meters and turning radius of 9m is attached as Annexure 14

	meters all around the DG building No.2 & HSD yard buildings.	
8.	PP to relocate parking adjacent to HSD yard & in front of entry of transformer.	PP has relocated the parking adjacent to HSD yard & in front of entry of transformer.
9.	PP to ensure that top of the UGT should be flush to the ground level & accordingly submit revised cross section of UGT.	PP assures that UGT top level is maintained 6inch above ground level. UGT section showing the same is attached as Annexure 15
10.	PP to carry carbon emission & foot print study.	PP has carried out Carbon Emission & Footprint study and same is attached as Annexure 16
B. SEIAA Condition		
1.	PP to keep open space unpaved so as to ensure permeability of water. However, Whenever paving is deemed necessary, PP to provide grass pavers of suitable types & strength to increase the water permeable area as well as to allow effective fire tender movement.	PP shall ensure that it will keep maximum open space unpaved and whenever paving is deemed necessary, PP will provide grass paver of suitable types & strength to increase the water permeability as well as allow effective fire tender movement.
2.	PP to achieve at least 5% of total energy requirement from solar/other renewable sources.	PP has done Power purchase agreement (PPA) for provision of 5% of total energy requirement from Solar system. PPA is attached as Annexure 17
3.	PP Shall comply with Standard EC conditions mentioned in the Office Memorandum Issued by MoEF& CC vide F.No.22-34/2018-IA.III dt.04.01.2019.	Noted and PP will comply
4.	SEIAA after deliberation decided to grant EC for- FSI- 37241.21m2, Non-FSI- 7142.71m2. Total BUA-44383.92m2. (Plan approval from Executive Engineer Mahape dated 27.12.2021).	Noted

General Conditions:

Sr. No.	Conditions	Project Proponent's Response / Compliance Status
A. Construction Phase		
I.	The solid waste generated should be properly collected and segregated. Dry/inert solid waste should be disposed of to the approved sites for land filling after recovering recyclable material.	PP has provided separate dust bins for dry waste and wet waste collection and segregation of generated solid waste from construction labours. Dry waste shall be handed over to the authorized recycler and wet waste shall be handed over to the authorized vendor for proper treatment and disposal

II.	Disposal of muck, Construction spoils, including bituminous material during construction phase should not create any adverse effect on the neighbouring communities and be disposed taking the necessary precautions for general safety and health aspects of people, only in the approved sites with the approval of competent authority.	PP has provided adequate solid waste management system during construction phase and maximum construction debris and construction waste within the site for the leveling and filling purpose and balanced material will be disposed off at authorized site allocated by the Municipal Corporation / local authorities.
III.	Any hazardous waste generated during construction phase should be disposed of as per applicable rules and norms with necessary approvals of the Maharashtra Pollution Control Board.	<p>Hazardous waste generation during construction phase will be Used/Spent oil from the DG Set and construction machineries. PP shall assure that it will be collected properly and disposed off to the authorized recycler as per the norms.</p> <p>For Disposal: DG is used for Backup power only. And the current DG does not cross 250 hrs., Hence Servicing not required. Once the attainable quantity of oil accumulated, we called for Hazardous waste management agency for safe disposal of used oil.</p> <p>For collection: For collection we have dedicated designed tray for collection & spillage control. And manual Diesel Bowser for handling & filling purpose. Please refer below image</p>
IV.	Adequate drinking water and sanitary facilities should be provided for construction workers at the site. Provision should be made for mobile toilets. The safe disposal of wastewater and solid wastes generated during the construction phase should be ensured.	Adequate drinking water and sanitary facilities is provided for construction workers at the site. Provision has been made for the toilets. PP has provided Septic Tank followed by soak pit for the treatment of sewage generated from construction labours and separate bins are provided for collection and segregation of solid waste generated and it will disposed off as per the applicable norms.
V.	Arrangement shall be made that waste water and storm water do not get mixed.	PP has proposed to provide separate dedicated stormwater system and sewerage system to ensure that there will be no mixing of wastewater and storm water
VI.	Water demand during construction should be reduced by use of pre-mixed concrete, curing agents and other best practices.	PP has proposed to use fairmate curing compound and pre-mixed concrete during construction phase to reduce the water consumption and also has proposed to utilize treated waste water for construction activity.

VII.	The ground water level and its quality should be monitored regularly in consultation with Ground Water Authority.	PP is not utilizing or extracting the ground water within the project site.
VIII.	Permission to draw ground water for construction of basement if any shall be obtained from the competent Authority prior to construction/operation of the project.	PP has obtained water supply permission from MIDC and no ground water shall be extracted for the construction activity as well as during operation phase.
IX.	Fixtures for showers, toilet flushing and drinking should be of low flow either by use of aerators or pressure reducing devices or sensor-based control.	PP has proposed to use low flow fixture for the toilet flushing and drinking and also shall explore use of aerators or pressure reducing devices / sensor-based control to reduce the water consumption
X.	The Energy Conservation Building code shall be strictly adhered to.	PP shall abide the Energy Conservation Building code
XI.	All the topsoil excavated during construction activities should be stored for use in horticulture I landscape development within the project site.	PP has stored the topsoil excavated during construction within the project site and same shall be utilize for gardening purpose within the project premises only.
XII.	Additional soil for levelling of the proposed site shall be generated within the sites (to the extent possible) so that natural drainage system of the area is protected and improved.	Excavated material/soil will be used for the filling and leveling purpose and there will be no requirement for procuring soil from the outside the project premises
XIII.	Soil and ground water samples will be tested to ascertain that there is no threat to ground water quality by leaching of heavy metals and other toxic contaminants.	PP shall monitor the ground water and soil quality to check the contamination of any heavy metals
XIV.	PP to strictly adhere to all the conditions mentioned in Maharashtra (Urban Areas) Protection and Preservation of Trees Act, 1975 as amended during the validity of Environment Clearance	PP shall strictly adhere to all the conditions mentioned in the Maharashtra (Urban Areas) Protection and Preservation of Trees Act, 1975 as amended. PP has obtained permission from MIDC for felling and transplantation of trees and shall abide all the conditions mentioned in the permission
XV.	The diesel generator sets to be used during construction phase should be low Sulphur diesel type and should conform to Environments (Protection) Rules prescribed for air and noise emission standards.	DG Set installed on site is used as power back up only and is being used during power failure only. PP is using low Sulphur diesel only. It confirms noise level as per the prescribed norms PP has provided adequate stack height for proper dispersion of the emission

XVI.	PP to strictly adhere to all the conditions mentioned in Maharashtra (Urban Areas) Protection and Preservation of Trees Act, 1975 as amended during the validity of Environment Clearance	PP shall strictly adhere to all the conditions mentioned in the Maharashtra (Urban Areas) Protection and Preservation of Trees Act, 1975 as amended. PP has obtained permission from MIDC for felling and transplantation of trees and shall abide all the conditions mentioned in the permission
XVII.	Vehicles hired for transportation of Raw material shall strictly comply the emission norms prescribed by Ministry of Road Transport & Highways Department. The vehicle shall be adequately covered to avoid spillage/leakages.	The vehicle hired for transportation of Raw material will be adequately covered to avoid spillage/leakages
XVIII.	Ambient noise levels should conform to residential standards both during day and night. Incremental pollution loads on the ambient air and noise quality should be closely monitored during construction phase. Adequate measures should be made to reduce ambient air and noise level during construction phase, so as to conform to the stipulated standards by CPCB/MPCB.	PP has carried out Ambient Air Monitoring and Ambient noise monitoring to check the levels and monitored results are well within the residential standards. Adequate measures like fencing with adequate height around the site boundary is done and tree plantation work is in progress to reduce ambient air and noise level during construction phase, so as to conform to the stipulated standards by CPCB/MPCB.
XIX.	Diesel power generating sets proposed as source of backup power for elevators and common area illumination during construction phase should be of enclosed type and conform to rules made under the Environment (Protection) Act, 1986. The height of stack of DG sets should be equal to the height needed for the combined capacity of all proposed DG sets. Use low Sulphur diesel is preferred. The location of the DG sets may be decided with in consultation with Maharashtra Pollution Control Board	PP has provided acoustic enclosure to the installed DG set and also provided adequate stack height. PP is using low Sulphur diesel as fuel for DG set.
XX.	Regular supervision of the above and other measure for monitoring should be place in all through the construction phase, so as to avoid disturbance to the surroundings by a separate environment cell/designated person	PP has appointed dedicated person for the monitoring and supervision of all environmental measures
B. Operation phase		
I.	<p>a. The solid waste generated should be properly collected and segregated.</p> <p>b. Wet waste should be treated by Organic Waste Converter and treated waste (manure) should be utilized in the existing premises for</p>	<p>a. PP assures that Solid waste generated shall be collected and segregated</p> <p>b. PP has proposed to provide Organic Waste convertor for treatment of wet waste and manure shall be utilized for gardening purpose within the project premises</p> <p>c. Dry/inert solid waste will be disposed of</p>

	<p>gardening. And, no wet garbage will be disposed outside the premises.</p> <p>c. Dry/inert solid waste should be disposed of to the approved sites for land filling after recovering recyclable material.</p>	through approved vendors
II.	E-waste shall be disposed through Authorized vendor as per E-waste (Management and Handling) Rules, 2016.	PP assures that E waste will be disposed through Authorized vendor only
III.	<p>a. The installation of the Sewage Treatment Plant (STP) should be certified by an independent expert and a report in this regard should be submitted to the MPCB and Environment department before the project is commissioned for operation. Treated effluent emanating from STP shall be recycled/ reused to the maximum extent possible. Treatment of 100% grey water by decentralized treatment should be done. Necessary measures should be made to mitigate the odour problem from STP.</p> <p>b. PP to give 100 % treatment to sewage /Liquid waste and explore the possibility to recycle at least 50 % of water, Local authority should ensure this.</p>	<p>a. PP assure that installation of STP will be certified by an independent expert and a report will be submitted to the MPCB before commissioning of the project. Treated sewage will be utilized to the maximum extent for gardening purpose. Necessary measures will be taken to mitigate odour issue.</p> <p>b. PP has proposed to provide full-fledged STP to treat the 100% generated sewage and maximum utilization of treated waste</p>
IV.	Project proponent shall ensure completion of STP, MSW disposal facility, green belt development prior to occupation of the buildings. As agreed during the SEIAA meeting, PP to explore possibility of utilizing excess treated water in the adjacent area for gardening before discharging it into sewer line No physical occupation or allotment will be given unless all above said environmental infrastructure is installed and made functional including water requirement.	PP shall start operation of data center only after completion of STP, MSW disposal facility, green belt development. Treated water shall be reutilized for the gardening purpose within the project premises.

V.	The Occupancy Certificate shall be issued by the Local Planning Authority to the project only after ensuring sustained availability of drinking water, connectivity of sewer line to the project site and proper disposal of treated water as per environmental norms.	Noted
VI.	Traffic congestion near the entry and exit points from the roads adjoining the proposed project site must be avoided. Parking should be fully internalized and no public space should be utilized.	PP assures that no public space will be utilized for the parking by employees of proposed data centers. PP has proposed parking facility provision as per the local norms and has provided adequate parking space for the employees and visitor within the project premises only
VII.	PP to provide adequate electric charging points for electric vehicles (EVs).	Total 4 wheelers proposed are 244 nos. out of which PP has proposed to provide electric charging points for 100 nos. of 4 wheelers [electric vehicles] (EVs). Also, PP has proposed to provide 40 two wheelers and out of which electric charging facility will be provided for the 16 nos. of 2 wheelers
VIII.	Green Belt Development shall be carried out considering CPCB guidelines including selection of plant species and in consultation with the local DFO/ Agriculture Dept	PP has proposed to provide green belt area of 4005m ² and assures that green belt development will be done considering CPCB guidelines and in consultation with the local DFO/Agriculture department and as per the Tree NOC obtained
IX.	A separate environment management cell with qualified staff shall be set up for implementation of the stipulated environmental safeguards	PP shall set-up a separate environment management cell with qualified staff for implementation of the stipulated environmental safeguards
X.	Separate funds shall be allocated for implementation of environmental protection measures/EMP along with item-wise breaks-up. These costs shall be included as part of the project cost. The funds earmarked for the environment protection measures shall not be diverted for other purposes.	PP has proposed a Separate funds allocated for the implementation of environmental protection measures/EMP along with item-wise breaks-up. Capital cost proposed for EMP will be INR. 6.72Cr. and maintenance cost will be INR. 0.64Cr per year.
XI.	The project management shall advertise at least in two local newspapers widely circulated in the region around the project, one of which shall be in the Marathi language of the local concerned within seven days of issue of this letter, informing that the project has been accorded environmental clearance and copies of clearance letter are available with the Maharashtra	PP has advertised in the two local news-paper [Navshakti – Marathi Newspaper & Free Press – English Newspaper] informing that the project has been accorded environmental clearance. Annexure 18 News-paper cutting

	Pollution Control Board and may also be seen at Website at http://parivesh.nic.in	
XII.	Project management should submit half yearly compliance reports in respect of the stipulated prior environment clearance terms and conditions in hard & soft copies to the MPCB & this department, on 1st June & 1st December of each calendar year.	PP has submitted its immediate compliance report after obtaining EC and this is FIRST 6 MONTHLY COMPLIANCE REPORT and PP assures that it shall submit the report on regular basis as per the norms.
XIII.	A copy of the clearance letter shall be sent by proponent to the concerned Municipal Corporation and the local NGO, if any, from whom suggestions/representations, if any, were received while processing the proposal. The clearance letter shall also be put on the website of the Company by the proponent.	Copy of Environmental Clearance Letter is sent to the Municipal Commissioner, Thane and Local NGO. Ack. Copy of submitted letters is attached as Annexure 19 PP has uploaded Copy of Environmental Clearance Letter on company website and screenshot of the same is attached as Annexure 20
XIV.	The proponent shall upload the status of compliance of the stipulated EC conditions, including results of monitored data on their website and shall update the same periodically. It shall simultaneously be sent to the Regional Office of MoEF, the respective Zonal Office of CPCB and the SPCB. The criteria pollutant levels namely; SPM, RSPM. SO ₂ , NO _x (ambient levels as well as stack emissions) or critical sector parameters, indicated for the project shall be monitored and displayed at a convenient location near the main gate of the company in the public domain.	PP has uploaded last submitted 6 Monthly compliance report on the company website.. Annexure 23. Acknowledgement copy of 6 monthly compliance report submitted to the concerned officers are attached as Annexure 24.
C. General EC Conditions		
I.	PP has to strictly abide by the conditions stipulated by SEAC& SEIAA.	Noted, PP assure that it shall abide all the conditions stipulated by the SEAC & SEIAA

II.	If applicable Consent for Establishment" shall be obtained from Maharashtra Pollution Control Board under Air and Water Act and a copy shall be submitted to the Environment department before start of any construction work at the site.	PP has obtained consent to establish from MPCB through Consent no. Consent Format1.0/CC/UAN No.0000122320/CE 2202000065 dated 01.02.2022
III.	Under the provisions of Environment (Protection) Act, 1986, legal action shall be initiated against the project proponent if it was found that construction of the project has been started without obtaining environmental clearance.	Noted
IV.	The project proponent shall also submit six monthly reports on the status of compliance of the stipulated EC conditions including results of monitored data (both in hard copies as well as by e-mail) to the respective Regional Office of MoEF, the respective Zonal Office of CPCB and the SPCB.	PP is submitting 6 monthly compliance report as per the prescribed frequency to the concerned authorities. Annexure 24
V.	The environmental statement for each financial year ending 31st March in Form-Vas it is mandated to be submitted by the project proponent to the concerned State Pollution Control Board as prescribed under the Environment (Protection) Rules, 1986, as amended subsequently, shall also be put on the website of the company along with the status of compliance of EC conditions and shall also be sent to the respective Regional Offices of MoEF by e-mail.	PP shall submit environmental statement report once, operation is started
VI.	No further Expansion or modifications, other than mentioned in the EIA Notification,2006 and its amendments, shall be carried out without prior approval of the SEIAA. In case of deviations or alterations in the project proposal from those submitted to SEIAA for clearance, a fresh reference shall be made to the SEIAA as applicable to assess the adequacy of conditions imposed and to add additional environmental protection measures required, if any.	Noted, PP assures that No further Expansion or modifications, other than mentioned in the EIA Notification,2006 and its amendments, shall be carried out without prior approval of the SEIAA
VII.	This environmental clearance is issued	Not Applicable

	subject to obtaining NOC from Forestry & Wild life angle including clearance from the standing committee of the National Board for Wild life as if applicable & this environment clearance does not necessarily implies that Forestry & Wild life clearance granted to the project which will be considered separately on merit.	
4.	The environmental clearance is being issued without prejudice to the action initiated under EP Act or any court case pending in the court of law and it does not mean that project proponent has not violated any environmental laws in the past and whatever decision under EP Act or of the Hon'ble court will be binding on the project proponent. Hence this clearance does not give immunity to the project proponent in the case filed against him, if any or action initiated under EP Act.	Noted
5	This Environment Clearance is issued purely from an environment point of view without prejudice to any court cases and all other applicable permissions/ NOCs shall be obtained before starting proposed work at site.	Noted, PP assures that it shall obtain all applicable permissions/NOCs before starting proposed work at site from the concerned agencies
6.	In case of submission of false document and non-compliance of stipulated conditions, Authority/ Environment Department will revoke or suspend the Environment clearance without any intimation and initiate appropriate legal action under Environmental Protection Act, 1986.	Noted
7.	Validity of Environment Clearance: The environmental clearance accorded shall be valid as per EIA Notification, 2006, amended from time to time.	Noted
8.	The above stipulations would be enforced among others under the Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act, 1981, the Environment (Protection) Act, 1986 and rules there under, Hazardous Wastes (Management and Handling) Rules,	Noted

	1989 and its amendments, the public Liability Insurance Act, 1991 and its amendments.	
9.	Any appeal against this Environment clearance shall lie with the National Green Tribunal (Western Zone Bench, Pune), New Administrative Building, 1st Floor, D-Wing, Opposite Council Hall, Pune, if preferred, within 30 days as prescribed under Section 16 of the National Green Tribunal Act, 2010.	Noted

List of Annexure

Annexure	Particulars
1.	Environmental Clearance Copy
2.	Consent to Establish Copy
3.	Sanctioned Master Plan
4.	Water Supply NOC from MIDC
5.	Permission from MIDC for disposal of treated sewage
6.	Provisional Fire NOC from MIDC
7.	Tree Cutting NOC from MIDC
8.	Construction and Demolition NOC from MIDC
9.	Provisional PESO License
10.	Parking Plan
11.	Undertaking For Plastic Free Zone
12.	25CMD STP Details
13.	Undertakes that STP treated water quality shall be maintained as per NGT norms
14.	Fire Tender Movement Plan
15.	UGT Cross section
16.	Carbon Emission & Footprint study
17.	Power Purchase Agreement (PPA)
18.	Newspaper Advertisement
19.	Ack. Copy of submitted EC letters to the NGO & Municipal Commissioner
20.	Screenshot of Website showing EC letter uploaded
21.	Photographs of Site Status
22.	Screenshot of company website showing 6 monthly compliance report is uploaded
23.	PUC of Vehicles
24.	Ack SC of First and Six Monthly Compliance Report Submission.

ENVIRONMENTAL
CLEARANCE



Government of India
Ministry of Environment, Forest and Climate Change
(Issued by the State Environment Impact Assessment
Authority(SEIAA), Maharashtra)

To,

The Associate Vice President

STT GLOBAL DATA CENTRES INDIA PRIVATE LIMITED

5th floor, Tower B, C-21 C-36, G Block, Bandra Kurla Complex, Mumbai
Maharashtra - 400098 -400098

Subject: Grant of Environmental Clearance (EC) to the proposed Project Activity
under the provision of EIA Notification 2006-regarding

Sir/Madam,

This is in reference to your application for Environmental Clearance (EC)
in respect of project submitted to the SEIAA vide proposal number
SIA/MH/MIS/235471/2021 dated 24 Oct 2021. The particulars of the environmental
clearance granted to the project are as below.

- | | |
|---|--|
| 1. EC Identification No. | EC22B038MH141214 |
| 2. File No. | SIA/MH/MIS/235471/2021 |
| 3. Project Type | New |
| 4. Category | B2 |
| 5. Project/Activity including
Schedule No. | 8(a) Building and Construction projects |
| 6. Name of Project | STT GLOBAL DATA CENTRES INDIA
PRIVATE LIMITED |
| 7. Name of Company/Organization | STT GLOBAL DATA CENTRES INDIA
PRIVATE LIMITED |
| 8. Location of Project | Maharashtra |
| 9. TOR Date | N/A |

The project details along with terms and conditions are appended herewith from page
no 2 onwards.

Date: 15/04/2022

(e-signed)
Manisha Patankar Mhaiskar
Member Secretary
SEIAA - (Maharashtra)

*Note: A valid environmental clearance shall be one that has EC identification
number & E-Sign generated from PARIVESH. Please quote identification
number in all future correspondence.*

This is a computer generated cover page.

PARIVESH

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and Virtuous Environmental Single-Window Hub)*



STATE LEVEL ENVIRONMENT IMPACT ASSESSMENT AUTHORITY

No. SIA/MH/MIS/235471/2021
Environment & Climate
Change Department
Room No. 217, 2nd Floor,
Mantralaya, Mumbai- 400032.

To
M/s.STT Global Data Centres India Private Limited,
Plot No. 51 and 51(Part) TTC. MIDC,
Village: Khairane, Dist: Thane.

Subject : Environmental Clearance for proposed Data Centre Project Located at
Plot No. 51 and 51(Part) TTC. MIDC, Village: Khairane, Dist: Thane by
M/s.STT Global Data Centres India Private Limited.

Reference : Application no. SIA/MH/MIS/235471/2021

This has reference to your communication on the above mentioned subject. The proposal was considered by the SEAC-2 in its 164th meeting under screening category 8 (a) B2 as per EIA Notification, 2006 and recommend to SEIAA. Proposal then considered in 240th (Day-4) meeting of State Level Environment Impact Assessment Authority (SEIAA).

2. Brief Information of the project submitted by you is as below:-

Sr. No.	Description	Details			
1.	Plot Area (sq.m.)	30,881.00			
2.	FSI Area (sq.m.)	37,241.21			
3.	Non-FSI (sq.m.)	7,142.71			
4.	Proposed built-up	44,383.92			
5.	Earlier EC details	NA as it is a new project			
6.	Construction completed as per earlier EC (FSI + Non FSI) (sq.m.)	NA as it is a new project			
7.	Proposed Building Configuration	Buildings	Nos	Configuration	Ground coverage (sq.m)
		Date Centre	1	G+7	4051.16
		Annex	1	S+6	336.65
		D.G. No.1	1	G+2	928.57
		D.G. No. 2	1	G+2	928.57

		Substation	1	G+2	1176.99
		Open Transformer area	1	G	992.32
		Total	6		8414.26
8.	No. of Tenements & Shops	NA as this is Data Centre Project [Development under IT/TEs category]			
9.	Total Population	Total- 320 [Staff: 290 + Visitors 30]			
10.	Total Water Requirements CMD	60.4CMD [41.4CMD Fresh + 19.0CMD]			
11.	Sewage Generation CMD	19.0CMD			
12.	STP Capacity & Technology	25CMD – MBBR Technology			
13.	STP Location	Marked in Attached in Master Plan Near DG Building 2			
14.	Total Solid Waste Quantities	96.0 Kg/day [Bio-degradable: 38.0Kg/d + Non- Bio-degradable: 58Kg/d]			
15.	R.G. Area insq.m.	RG required – 3,088.10			
		RG provided on Mother earth-3,100.00			
		RG provided on ground – 3,100.00			
		Total – 3,100.00			
16.	Power requirement	During Operation Phase: Source: MSEDCL Details: Transformer Capacity: 50MVA x 2 Nos. D.G. Set: 2250KVA x 54Nos. Connected load: 40.0MVA Demand Load: 40.0MVA			
17.	Energy Efficiency	Energy Saving is proposed using Solar PV Panels at DC, DG & Annex Building for external lighting and annex building			
18.	D.G. set capacity	D.G. Set: 2250KVA x 54Nos.			
19.	Parking	2-Wheeler:40 Nos. 4-wheeler:244 Nos.			

3. Proposal is a new construction project. Proposal has been considered by SEIAA in its 240th (Day-4) meeting and decided to accord Environment Clearance to the said project under the provisions of Environment Impact Assessment Notification, 2006 subject to implantation of following terms and conditions-

Specific Conditions:**A. SEAC Conditions-**

1. PP to submit IOD/IOA/Concession Document/Plan Approval or any other form of documents as applicable clarifying its conformity with local planning rules and provisions thereunder as per the circular dated 30.01.2014 issued by the Environment Department, Govt. of Maharashtra.
2. PP to obtain following NOCs:
 - a. Water Supply; b) Sewer Connection; c) CFO NOC, d) Tree NOC, e) SWM/C&D NOC.
3. PP to obtain Petroleum and Explosives Safety Organisation (PESO) licence for storage of HSD from competent authority.
4. PP to ensure that minimum 25 % four-wheeler and two-wheeler Parking's should be equipped with electric charging facilities.
5. PP to declare campus as a plastic free zone (No pet bottles, cutlery). PP to ensure that plastics used in packaging should be recycled.
6. PP to revise & increase the STP capacity 10% more as compare to actual sewage generation; PP to revise STP layout replacing sludge drying bed with filter base & accordingly submit revise section of STP; PP to ensure that parameters of treated water are as per NGT norms; PP to explore Zero Liquid Discharge (ZLD) in project.
7. PP to submit revised Fire Tender Movement Plan showing clear road width of six meters and turning radius of nine meters all around the DG building No.2 & HSD yard buildings.
8. 8.PP to relocate parking adjacent to HSD yard & in front of entry of transformer.
9. PP to ensure that top of the UGT should be flush to the ground level & accordingly submit revised cross section of UGT.
10. PP to carry carbon emission & foot print study.

B. SEIAA Conditions-

1. PP to keep open space unpaved so as to ensure permeability of water. However, whenever paving is deemed necessary, PP to provide grass pavers of suitable types & strength to increase the water permeable area as well as to allow effective fire tender movement.
2. PP to achieve at least 5% of total energy requirement from solar/other renewable sources.
3. PP Shall comply with Standard EC conditions mentioned in the Office Memorandum issued by MoEF& CC vide F.No.22-34/2018-IA.III dt.04.01.2019.
4. SEIAA after deliberation decided to grant EC for – FSI- 37241.21 m2, Non-FSI- 7142.71m2, Total BUA-44383.92 m2. (Plan approval from Executive Engineer Mahape dated 27.12.2021).

General Conditions:**a) Construction Phase :-**

- I. The solid waste generated should be properly collected and segregated. Dry/inert solid waste should be disposed of to the approved sites for land filling after recovering recyclable material.

- II. Disposal of muck, Construction spoils, including bituminous material during construction phase should not create any adverse effect on the neighbouring communities and be disposed taking the necessary precautions for general safety and health aspects of people, only in the approved sites with the approval of competent authority.
- III. Any hazardous waste generated during construction phase should be disposed of as per applicable rules and norms with necessary approvals of the Maharashtra Pollution Control Board.
- IV. Adequate drinking water and sanitary facilities should be provided for construction workers at the site. Provision should be made for mobile toilets. The safe disposal of wastewater and solid wastes generated during the construction phase should be ensured.
- V. Arrangement shall be made that waste water and storm water do not get mixed.
- VI. Water demand during construction should be reduced by use of pre-mixed concrete, curing agents and other best practices.
- VII. The ground water level and its quality should be monitored regularly in consultation with Ground Water Authority.
- VIII. Permission to draw ground water for construction of basement if any shall be obtained from the competent Authority prior to construction/operation of the project.
- IX. Fixtures for showers, toilet flushing and drinking should be of low flow either by use of aerators or pressure reducing devices or sensor based control.
- X. The Energy Conservation Building code shall be strictly adhered to.
- XI. All the topsoil excavated during construction activities should be stored for use in horticulture / landscape development within the project site.
- XII. Additional soil for levelling of the proposed site shall be generated within the sites (to the extent possible) so that natural drainage system of the area is protected and improved.
- XIII. Soil and ground water samples will be tested to ascertain that there is no threat to ground water quality by leaching of heavy metals and other toxic contaminants.
- XIV. PP to strictly adhere to all the conditions mentioned in Maharashtra (Urban Areas) Protection and Preservation of Trees Act, 1975 as amended during the validity of Environment Clearance.
- XV. The diesel generator sets to be used during construction phase should be low sulphur diesel type and should conform to Environments (Protection) Rules prescribed for air and noise emission standards.
- XVI. PP to strictly adhere to all the conditions mentioned in Maharashtra (Urban Areas) Protection and Preservation of Trees Act, 1975 as amended during the validity of Environment Clearance.
- XVII. Vehicles hired for transportation of Raw material shall strictly comply the emission norms prescribed by Ministry of Road Transport & Highways Department. The vehicle shall be adequately covered to avoid spillage/leakages.
- XVIII. Ambient noise levels should conform to residential standards both during day and night. Incremental pollution loads on the ambient air and noise quality should be closely monitored during construction phase. Adequate measures should be made to reduce ambient air and noise level during construction phase, so as to conform to the

stipulated standards by CPCB/MPCB.

- XIX. Diesel power generating sets proposed as source of backup power for elevators and common area illumination during construction phase should be of enclosed type and conform to rules made under the Environment (Protection) Act, 1986. The height of stack of DG sets should be equal to the height needed for the combined capacity of all proposed DG sets. Use low sulphur diesel is preferred. The location of the DG sets may be decided with in consultation with Maharashtra Pollution Control Board.
- XX. Regular supervision of the above and other measures for monitoring should be in place all through the construction phase, so as to avoid disturbance to the surroundings by a separate environment cell /designated person.

B) Operation phase:-

- I. a) The solid waste generated should be properly collected and segregated. b) Wet waste should be treated by Organic Waste Converter and treated waste (manure) should be utilized in the existing premises for gardening. And, no wet garbage will be disposed outside the premises. c) Dry/inert solid waste should be disposed of to the approved sites for land filling after recovering recyclable material.
- II. E-waste shall be disposed through Authorized vendor as per E-waste (Management and Handling) Rules, 2016.
- III. a) The installation of the Sewage Treatment Plant (STP) should be certified by an independent expert and a report in this regard should be submitted to the MPCB and Environment department before the project is commissioned for operation. Treated effluent emanating from STP shall be recycled/ reused to the maximum extent possible. Treatment of 100% grey water by decentralized treatment should be done. Necessary measures should be made to mitigate the odour problem from STP. b) PP to give 100 % treatment to sewage /Liquid waste and explore the possibility to recycle at least 50 % of water, Local authority should ensure this.
- IV. Project proponent shall ensure completion of STP, MSW disposal facility, green belt development prior to occupation of the buildings. As agreed during the SEIAA meeting, PP to explore possibility of utilizing excess treated water in the adjacent area for gardening before discharging it into sewer line No physical occupation or allotment will be given unless all above said environmental infrastructure is installed and made functional including water requirement.
- V. The Occupancy Certificate shall be issued by the Local Planning Authority to the project only after ensuring sustained availability of drinking water, connectivity of sewer line to the project site and proper disposal of treated water as per environmental norms.
- VI. Traffic congestion near the entry and exit points from the roads adjoining the proposed project site must be avoided. Parking should be fully internalized and no public space should be utilized.
- VII. PP to provide adequate electric charging points for electric vehicles (EVs).
- VIII. Green Belt Development shall be carried out considering CPCB guidelines including selection of plant species and in consultation with the local DFO/ Agriculture Dept.
- IX. A separate environment management cell with qualified staff shall be set up for implementation of the stipulated environmental safeguards.

- X. Separate funds shall be allocated for implementation of environmental protection measures/EMP along with item-wise breaks-up. These cost shall be included as part of the project cost. The funds earmarked for the environment protection measures shall not be diverted for other purposes.
- XI. The project management shall advertise at least in two local newspapers widely circulated in the region around the project, one of which shall be in the Marathi language of the local concerned within seven days of issue of this letter, informing that the project has been accorded environmental clearance and copies of clearance letter are available with the Maharashtra Pollution Control Board and may also be seen at Website at <http://parivesh.nic.in>
- XII. Project management should submit half yearly compliance reports in respect of the stipulated prior environment clearance terms and conditions in hard & soft copies to the MPCB & this department, on 1st June & 1st December of each calendar year.
- XIII. A copy of the clearance letter shall be sent by proponent to the concerned Municipal Corporation and the local NGO, if any, from whom suggestions/representations, if any, were received while processing the proposal. The clearance letter shall also be put on the website of the Company by the proponent.
- XIV. The proponent shall upload the status of compliance of the stipulated EC conditions, including results of monitored data on their website and shall update the same periodically. It shall simultaneously be sent to the Regional Office of MoEF, the respective Zonal Office of CPCB and the SPCB. The criteria pollutant levels namely; SPM, RSPM, SO₂, NO_x (ambient levels as well as stack emissions) or critical sector parameters, indicated for the project shall be monitored and displayed at a convenient location near the main gate of the company in the public domain.

C) General EC Conditions:-

- I. PP has to strictly abide by the conditions stipulated by SEAC& SEIAA.
- II. If applicable Consent for Establishment" shall be obtained from Maharashtra Pollution Control Board under Air and Water Act and a copy shall be submitted to the Environment department before start of any construction work at the site.
- III. Under the provisions of Environment (Protection) Act, 1986, legal action shall be initiated against the project proponent if it was found that construction of the project has been started without obtaining environmental clearance.
- IV. The project proponent shall also submit six monthly reports on the status of compliance of the stipulated EC conditions including results of monitored data (both in hard copies as well as by e-mail) to the respective Regional Office of MoEF, the respective Zonal Office of CPCB and the SPCB.
- V. The environmental statement for each financial year ending 31st March in Form-V as is mandated to be submitted by the project proponent to the concerned State Pollution Control Board as prescribed under the Environment (Protection) Rules, 1986, as amended subsequently, shall also be put on the website of the company along with the status of compliance of EC conditions and shall also be sent to the respective Regional Offices of MoEF by e-mail.
- VI. No further Expansion or modifications, other than mentioned in the EIA Notification, 2006 and its amendments, shall be carried out without prior approval of the SEIAA. In case of deviations or alterations in the project proposal from those submitted to SEIAA for clearance, a fresh reference shall be made to the SEIAA as applicable to

assess the adequacy of conditions imposed and to add additional environmental protection measures required, if any.

- VII. This environmental clearance is issued subject to obtaining NOC from Forestry & Wild life angle including clearance from the standing committee of the National Board for Wild life as if applicable & this environment clearance does not necessarily implies that Forestry & Wild life clearance granted to the project which will be considered separately on merit.

4. The environmental clearance is being issued without prejudice to the action initiated under EP Act or any court case pending in the court of law and it does not mean that project proponent has not violated any environmental laws in the past and whatever decision under EP Act or of the Hon'ble court will be binding on the project proponent. Hence this clearance does not give immunity to the project proponent in the case filed against him, if any or action initiated under EP Act.


5. This Environment Clearance is issued purely from an environment point of view without prejudice to any court cases and all other applicable permissions/ NOCs shall be obtained before starting proposed work at site.

6. In case of submission of false document and non-compliance of stipulated conditions, Authority/ Environment Department will revoke or suspend the Environment clearance without any intimation and initiate appropriate legal action under Environmental Protection Act, 1986.

7. Validity of Environment Clearance: The environmental clearance accorded shall be valid as per EIA Notification, 2006, amended from time to time.

8. The above stipulations would be enforced among others under the Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act, 1981, the Environment (Protection) Act, 1986 and rules there under, Hazardous Wastes (Management and Handling) Rules, 1989 and its amendments, the public Liability Insurance Act, 1991 and its amendments.

9. Any appeal against this Environment clearance shall lie with the National Green Tribunal (Western Zone Bench, Pune), New Administrative Building, 1st Floor, D-Wing, Opposite Council Hall, Pune, if preferred, within 30 days as prescribed under Section 16 of the National Green Tribunal Act, 2010.


Manisha Patankar-Mhaikar
(Member Secretary, SEIAA)
12/4/2022

Copy to:

1. Chairman, SEIAA, Mumbai.
2. Secretary, MoEF & CC, IA- Division MOEF & CC
3. Member Secretary, Maharashtra Pollution Control Board, Mumbai.
4. Regional Office MoEF & CC, Nagpur
5. District Collector, Thane.
6. Commissioner, Thane Municipal Corporation
7. CEO, MIDC, Mumbai
8. Regional Officer, Maharashtra Pollution Control Board, Mumbai.

Signature Not Verified

Digitally signed by Manisha
Patankar Mhaiskar
Member Secretary

Date: 4/15/2022 6:46:27 AM

MAHARASHTRA POLLUTION CONTROL BOARD

Tel: 24010706/24010437
 Fax: 24044532/4024068/4023516
 Website: <http://mpcb.gov.in>
 Email: jdwater@mpcb.gov.in



Kalpataru Point, 2nd and
 4th floor, Opp. Cine Planet
 Cinema, Near Sion Circle,
 Sion (E), Mumbai-400022

Infrastructure/RED/L.S.I

No:- Format1.0/CC/UAN No.0000122320/CE 2202000065

Date: 01/2/2022

To,
 M/s STT Global Data Centres India Pvt Ltd
 Plot No. 51 and 51(Part) TTC. MIDC,
 Village: Khairane, Dist: Thane



Your Service is Our Duty

Sub: Consent to Establish for IT Project (Data Centre Activity) in Red Category.

- Ref:**
1. Your application vide UAN No. 0000122320, dated 14/10/2021.
 2. Minutes of 13th Consent Committee meeting dtd 25/11/2021.
 3. Minutes of 15 th CC meeting held on 30/11/2021 .

Your application NO. MPCB-CONSENT-0000122320

For: grant of Consent to Establish under Section 25 of the Water (Prevention & Control of Pollution) Act, 1974 & under Section 21 of the Air (Prevention & Control of Pollution) Act, 1981 and Authorization / Renewal of Authorization under Rule 6 of the Hazardous & Other Wastes (Management & Transboundary Movement) Rules 2016 is considered and the consent is hereby granted subject to the following terms and conditions and as detailed in the schedule I,II,III & IV annexed to this order:

1. The consent is granted for a period up to commissioning of the project or of 5 years whichever is earlier.
2. The capital investment of the project is Rs.471.10 Cr. (As per C.A Certificate submitted by industry).
3. The Consent to Establish is valid for IT Project (Data Centre Activity) named as M/s STT Global Data Centers India Private Limited, Plot No. 51 and 51(Part) TTC. MIDC, Village: Khairane, Dist: Thane - on Total Plot Area of 30881.00 SqMtrs for construction BUA of 44383.92 (FSI Area:37241.21+ Non FSI:7142.71) SqMtrs including utilities and services
4. Conditions under Water (P&CP), 1974 Act for discharge of effluent:

Sr No	Description	Permitted (in CMD)	Standards to	Disposal
1.	Trade effluent	Nil	NA	NA
2.	Domestic effluent	13.5	As per Schedule - I	The treated effluent shall be 60% recycled for secondary purposes such as toilet flushing, air conditioning, cooling tower make up, firefighting etc. and remaining shall be connected to the sewerage system provided by local body

5. **Conditions under Air (P& CP) Act, 1981 for air emissions:**

Stack No.	Description of stack / source	Number of Stack	Standards to be achieved
22 Nos. of Stack for 54 DG Sets	DG Set (2250KVA x 54 Nos.)	22	As per Schedule -II

6. **Conditions under Solid Waste Rules, 2016:**

Sr No	Type Of Waste	Quantity & UoM	Treatment	Disposal
1	Biodegradable Waste	38 Kg/Day	OWC	Used as manure
2	Non Biodegradable Waste	58 Kg/Day	NA	Handed Over to authorized vendor
3	STP Sludge	23 Kg/M	NA	Used as manure

7. **Conditions under Hazardous & Other Wastes (M & T M) Rules 2016 for treatment and disposal of hazardous waste:**

Sr No	Category No.	Quantity	UoM	Treatment	Disposal
1	5.1 Used or spent oil	26100	Ltr/A	NA	Sale to authorized Recycler

8. **Conditions under E-Waste Management:**

Sr No	Type of Waste	Quantity	UoM	Disposal Path
1	E -Waste	290.00	Kg/Annum	To authorized recycler

9. **Conditions under Batteries (Management & Handling) Rules, 2001:**

Sr No	Type of Waste	Quantity	UoM	Disposal Path
1	Used Battery	5800.00	Nos./Y	To authorized recycler

Specific Conditions for used Batteries:

- The applicant shall ensure that used batteries are not disposed of in any manner other than by depositing with the authorized dealer/ manufacturer/ registered recycler/ importer/ re-conditioner or at the designated collection center.
 - The applicant shall file half-yearly return in Form VIII to the M.P.C. Board.
 - Bulk consumers to their user units may auction used batteries to registered recyclers only.
- This Board reserves the right to review, amend, suspend, revoke etc. this consent and the same shall be binding on the industry.
 - This consent should not be construed as exemption from obtaining necessary NOC/permission from any other Government agencies.
 - PP shall provide STP so as to achieve the treated domestic effluent standard for the parameter BOD-10 mg/lit.
 - The treated effluent shall be 60% recycled for secondary purposes such as toilet flushing, air conditioning, cooling tower make up, firefighting etc. and remaining shall be utilized on land for gardening.
 - PP shall install online monitoring system for BOD, TSS and flow at the outlet of STP with connectivity to MPCB Server.
 - PP shall extend/submit BG to from total sum of Rs. 10 Lakhs towards compliance of consent to establish condition.

16. Project Proponent shall provide Organic waste digester with composting facility or biodigester with composting facility.
17. Project Proponent shall comply the Construction and Demolition Waste Management Rules, 2016 which is notified by Ministry of Environment, Forest and Climate Change dtd.29/03/2016.
18. The project proponent shall make provision of charging of electric vehicles in atleast 40 % of total available parking area.
19. The project proponent shall take adequate measures to control dust emission and noise level during construction phase.
20. PP shall obtain Environmental Clearance from competent authority for the proposed activity. PP shall not take effective steps towards construction without obtaining Environmental Clearance.
21. PP shall submit an affidavit in Boards prescribed format within 15 days regarding compliance of C to E & Environmental Clearance/CRZ Clearance.

For and on behalf of the
Maharashtra Pollution Control Board.


(Ashok Shingare IAS),
Member Secretary

Received Consent fee of -

Sr.No	Amount(Rs.)	Transaction/DR.No.	Date	Transaction Type
1	942200.00	TXN2110000980	14/10/2021	Online Payment

Copy to:

1. Regional Officer, MPCB, Navi Mumbai and Sub-Regional Officer, MPCB, Navi Mumbai
II
- They are directed to ensure the compliance of the consent conditions.
2. Chief Accounts Officer, MPCB, Sion, Mumbai
3. CC/CAC desk- for record & website updating purposes.

SCHEDULE-I

Terms & conditions for compliance of Water Pollution Control:

- 1) A) As per your application, you have proposed to provide MBBR based Sewage Treatment Plants (STPs) of combined capacity **20 CMD for treatment of domestic effluent of 13.5 CMD.**
B) The Applicant shall operate the sewage treatment plant (STP) to treat the sewage so as to achieve the following standards prescribed by the Board or under EP Act, 1986 and Rules made there under from time to time, whichever is stringent.

Sr.No Parameters		Limiting concentration not to exceed in mg/l, except for pH
1	pH	5.5-9.0
2	BOD	10
3	COD	50
4	TSS	20
5	NH ₄ N	5
6	N-total	10
7	Fecal Coliform	less than 100

- C) The treated domestic effluent shall be 60% recycled for secondary purposes such as toilet flushing, air conditioning, cooling tower make up, firefighting etc. and remaining shall be utilized on land for gardening and connected to the sewerage system provided by local body.
- 2) The Board reserves its rights to review plans, specifications or other data relating to plant setup for the treatment of waterworks for the purification thereof & the system for the disposal of sewage or trade effluent or in connection with the grant of any consent conditions. The Applicant shall obtain prior consent of the Board to take steps to establish the unit or establish any treatment and disposal system or and extension or addition thereto.
- 3) The industry shall ensure replacement of pollution control system or its parts after expiry of its expected life as defined by manufacturer so as to ensure the compliance of standards and safety of the operation thereof.
- 4) **The Applicant shall comply with the provisions of the Water (Prevention & Control of Pollution) Act, 1974 and as amended, and other provisions as contained in the said act.**

Sr. No.	Purpose for water consumed	Water consumption quantity (CMD)
1.	Industrial Cooling, spraying in mine pits or boiler feed	27.00
2.	Domestic purpose	14.00
3.	Processing whereby water gets polluted & pollutants are easily biodegradable	0.00
4.	Processing whereby water gets polluted & pollutants are not easily biodegradable and are toxic	0.00

- 5) The Applicant shall provide Specific Water Pollution control system as per the conditions of EP Act, 1986 and rule made there under from time to time.

SCHEDULE-II

Terms & conditions for compliance of Air Pollution Control:

- 1) As per your application, you have proposed to provide the Air pollution control (APC) system and also proposed to erect following stack (s) and to observe the following fuel pattern-

Stack No.	Stack Attached To	APC System	Height in Mtrs.	Type of Fuel	Quantity & UoM
S 1to22	DG Set(2250 *54 KVA)	Acoustic enclosure and Adequate stack height	10	HSD -450 LPH/DG	24300 Kg/Hr

- 2) The applicant shall operate and maintain above mentioned air pollution control system, so as to achieve the level of pollutants to the following standards.

Total Particular matter	Not to exceed	150 mg/Nm ³
-------------------------	---------------	------------------------

- 3) The Applicant shall obtain necessary prior permission for providing additional control equipment with necessary specifications and operation thereof or alteration or replacement well before its life come to an end or erection of new pollution control equipment.
- 4) The Board reserves its rights to vary all or any of the condition in the consent, if due to any technological improvement or otherwise such variation (including the change of any control equipment, other in whole or in part is necessary).
- 5) **Conditions for utilities like Kitchen, Eating Places, Canteens:-**
- The kitchen shall be provided with exhaust system chimney with oil catcher connected to chimney through ducting.
 - The toilet shall be provided with exhaust system connected to chimney through ducting.
 - The air conditioner shall be vibration proof and the noise shall not exceed 68 dB(A).
 - The exhaust hot air from A.C. shall be attached to Chimney at least 5 mtrs. higher than the nearest tallest building through ducting and shall discharge into open air in such a way that no nuisance is caused to neighbors.

SCHEDULE-III
Details of Bank Guarantees:

Sr. No.	Consent(C2E/C2O/C2R)	Amt of BG Imposed	Submission Period	Purpose of BG	Compliance Period	Validity Date
1	C to E	10 Lakhs	15 Days	Compliance of consent conditions	COU	COU

****** The above Bank Guarantee(s) shall be submitted by the applicant in favour of Regional Officer at the respective Regional Office within 15 days of the date of issue of Consent.

Existing BG obtained for above purpose if any may be extended for period of validity as above.

BG Forfeiture History

Srno.	Consent (C2E/C2O/C2R)	Amount of BG imposed	Submission Period	Purpose of BG	Amount of BG Forfeiture	Reason of BG Forfeiture
NA						

BG Return details

Srno.	Consent (C2E/C2O/C2R)	BG imposed	Purpose of BG	Amount of BG Returned
NA				

SCHEDULE-IV

Conditions during construction phase

A	During construction phase, applicant shall provide temporary sewage and MSW treatment and disposal facility for the staff and worker quarters.
B	During construction phase, the ambient air and noise quality shall be maintained and should be closely monitored through MoEF approved laboratory.
C	Noise should be controlled to ensure that it does not exceed the prescribed standards. During night time the noise levels measured at the boundary of the building shall be restricted to the permissible levels to comply with the prevalent regulations.

General Conditions:

1. Consumers or bulk consumers of electrical and electronic equipment listed in Schedule I shall ensure that e-waste generated by them is channelised through collection centre or dealer of authorised producer or dismantler or recycler or through the designated take back service provider of the producer to authorised dismantler or recycler
2. Bulk consumers of electrical and electronic equipment listed in Schedule I shall maintain records of e-waste generated by them in Form-2 and make such records available for scrutiny by the concerned State Pollution Control Board
3. Consumers or bulk consumers of electrical and electronic equipment listed in Schedule I shall ensure that such end-of-life electrical and electronic equipment are not admixed with e-waste containing radioactive material as covered under the provisions of the Atomic Energy Act, 1962 (33 of 1962) and rules made there under;

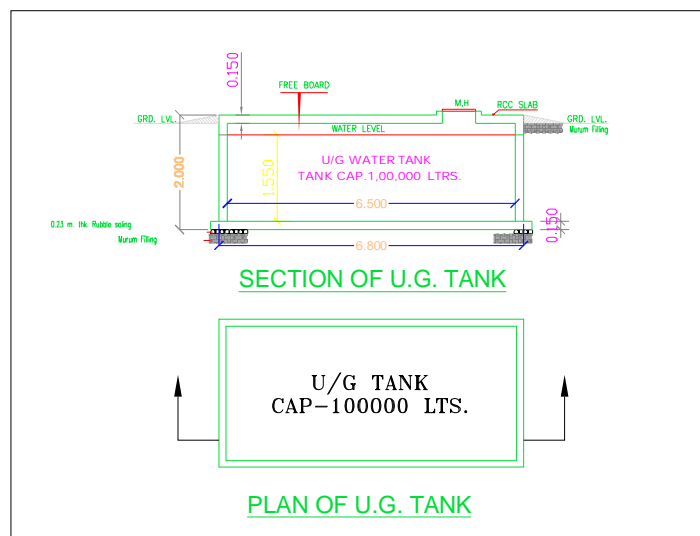
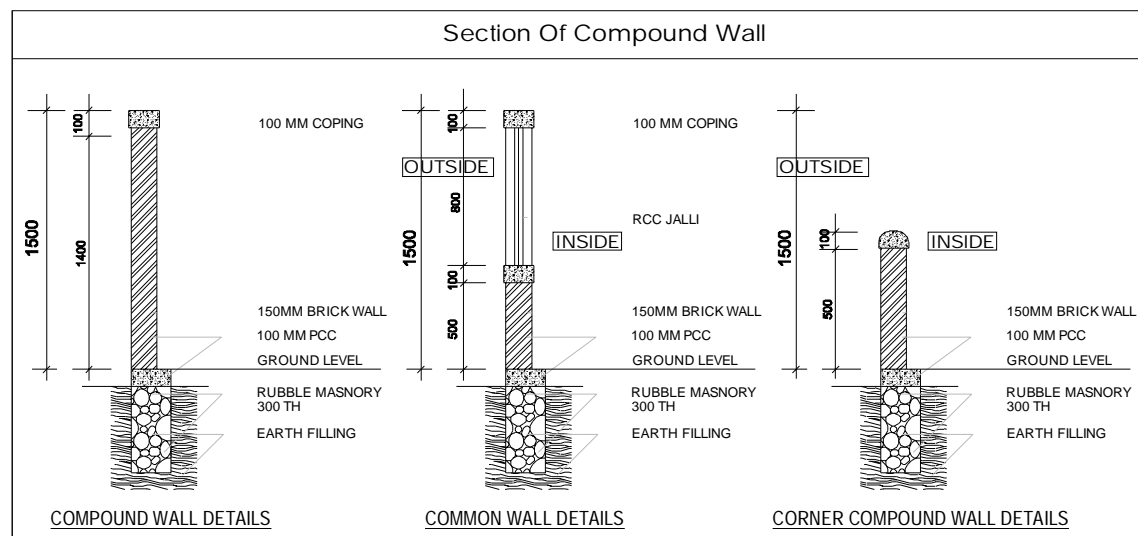
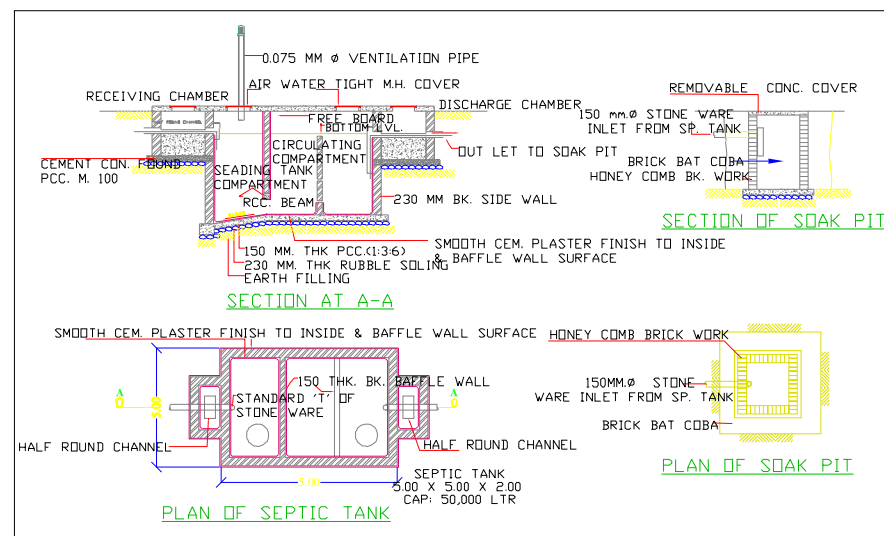
4. Bulk consumers of electrical and electronic equipment listed in Schedule I shall file annual returns in Form-3, to the concerned State Pollution Control Board on or before the 30th day of June following the financial year to which that return relates. In case of the bulk consumer with multiple offices in a State, one annual return combining information from all the offices shall be filed to the concerned State Pollution Control Board on or before the 30th day of June following the financial year to which that return relates.
5. The applicant shall provide facility for collection of samples of sewage effluents, air emissions and hazardous waste to the Board staff at the terminal or designated points and shall pay to the Board for the services rendered in this behalf.
6. The firm shall strictly comply with the Water (P&CP) Act, 1974, Air (P&CP) Act, 1981 and Environmental Protection Act 1986 and Solid Waste Management Rule 2016, Noise (Pollution and Control) Rules, 2000 and E-Waste (Management & Handling Rule 2011).
7. Drainage system shall be provided for collection of sewage effluents. Terminal manholes shall be provided at the end of the collection system with arrangement for measuring the flow. No sewage shall be admitted in the pipes/sewers downstream of the terminal manholes. No sewage shall find its way other than in designed and provided collection system.
8. Vehicles hired for bringing construction material to the site should be in good condition and should conform to applicable air and noise emission standards and should be operated only during non-peak hours.
9. Conditions for D.G. Set
 - a) Noise from the D.G. Set should be controlled by providing an acoustic enclosure or by treating the room acoustically.
 - b) Industry should provide acoustic enclosure for control of noise. The acoustic enclosure/ acoustic treatment of the room should be designed for minimum 25 dB (A) insertion loss or for meeting the ambient noise standards, whichever is on higher side. A suitable exhaust muffler with insertion loss of 25 dB (A) shall also be provided. The measurement of insertion loss will be done at different points at 0.5 meters from acoustic enclosure/room and then average.
 - c) Industry should make efforts to bring down noise level due to DG set, outside industrial premises, within ambient noise requirements by proper siting and control measures.
 - d) Installation of DG Set must be strictly in compliance with recommendations of DG Set manufacturer.
 - e) A proper routine and preventive maintenance procedure for DG set should be set and followed in consultation with the DG manufacturer which would help to prevent noise levels of DG set from deteriorating with use.
 - f) D.G. Set shall be operated only in case of power failure.
 - g) The applicant should not cause any nuisance in the surrounding area due to operation of D.G. Set.
 - h) The applicant shall comply with the notification of MoEFCC, India on Environment (Protection) second Amendment Rules vide GSR 371(E) dated 17.05.2002 and its amendments regarding noise limit for generator sets run with diesel.
10. Solid Waste - The applicant shall provide onsite municipal solid waste processing system & shall comply with Solid Waste Management Rule 2016 & E-Waste (M & H) Rule 2011.
11. Affidavit undertaking in respect of no change in the status of consent conditions and compliance of the consent conditions the draft can be downloaded from the official web site of the MPCB.
12. Applicant shall submit official e-mail address and any change will be duly informed to the MPCB.
13. The treated sewage shall be disinfected using suitable disinfection method.

- 14 The firm shall submit to this office, the 30th day of September every year, the environment statement report for the financial year ending 31st march in the prescribed Form-V as per the provision of rule 14 of the Environmental (Protection) Second Amended rule 1992.
- 15 The applicant shall obtain Consent to Operate from Maharashtra Pollution Control Board before commissioning of the project.

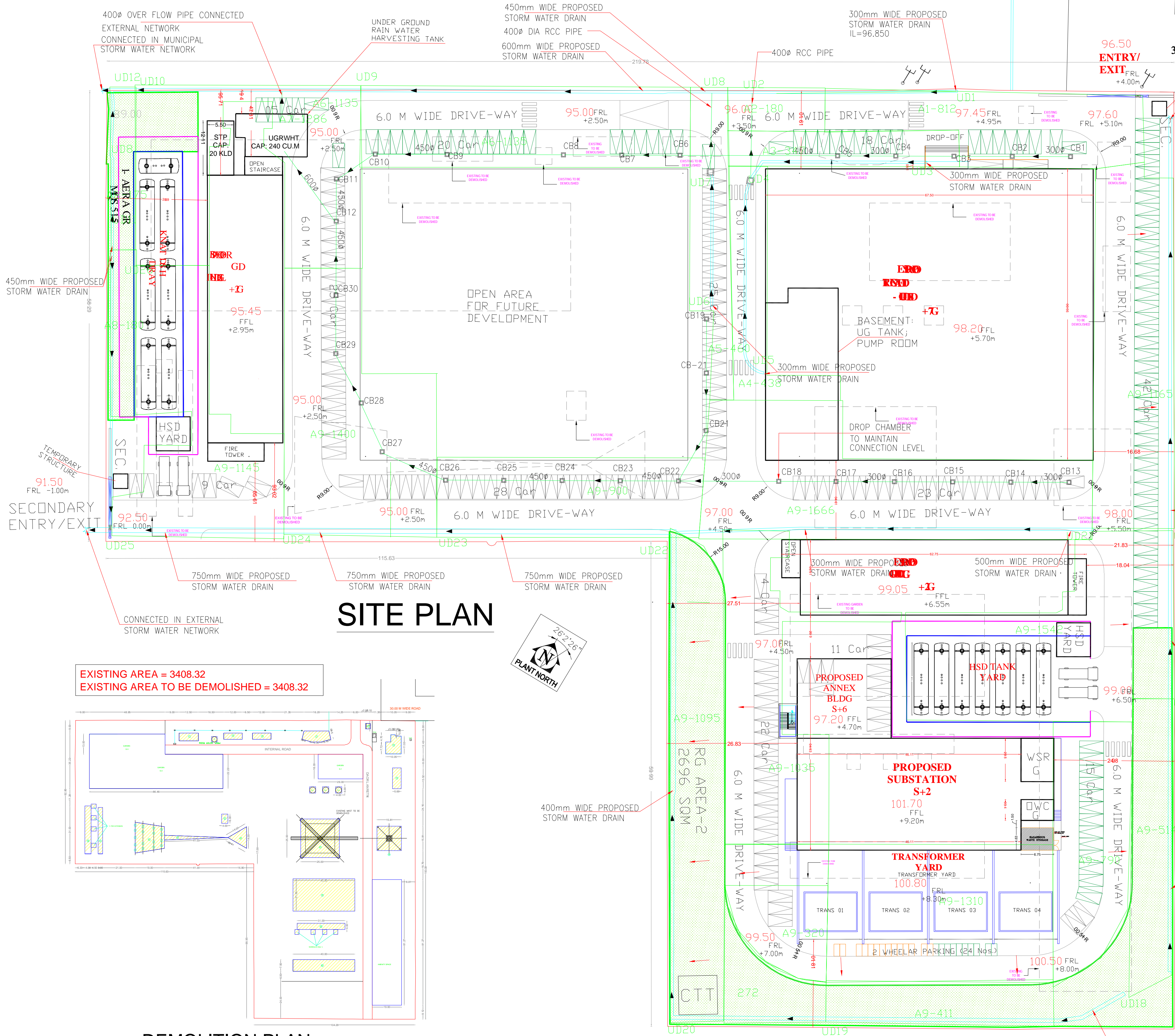
For and on behalf of the
Maharashtra Pollution Control Board.


(Ashok Shingare IAS),
Member Secretary



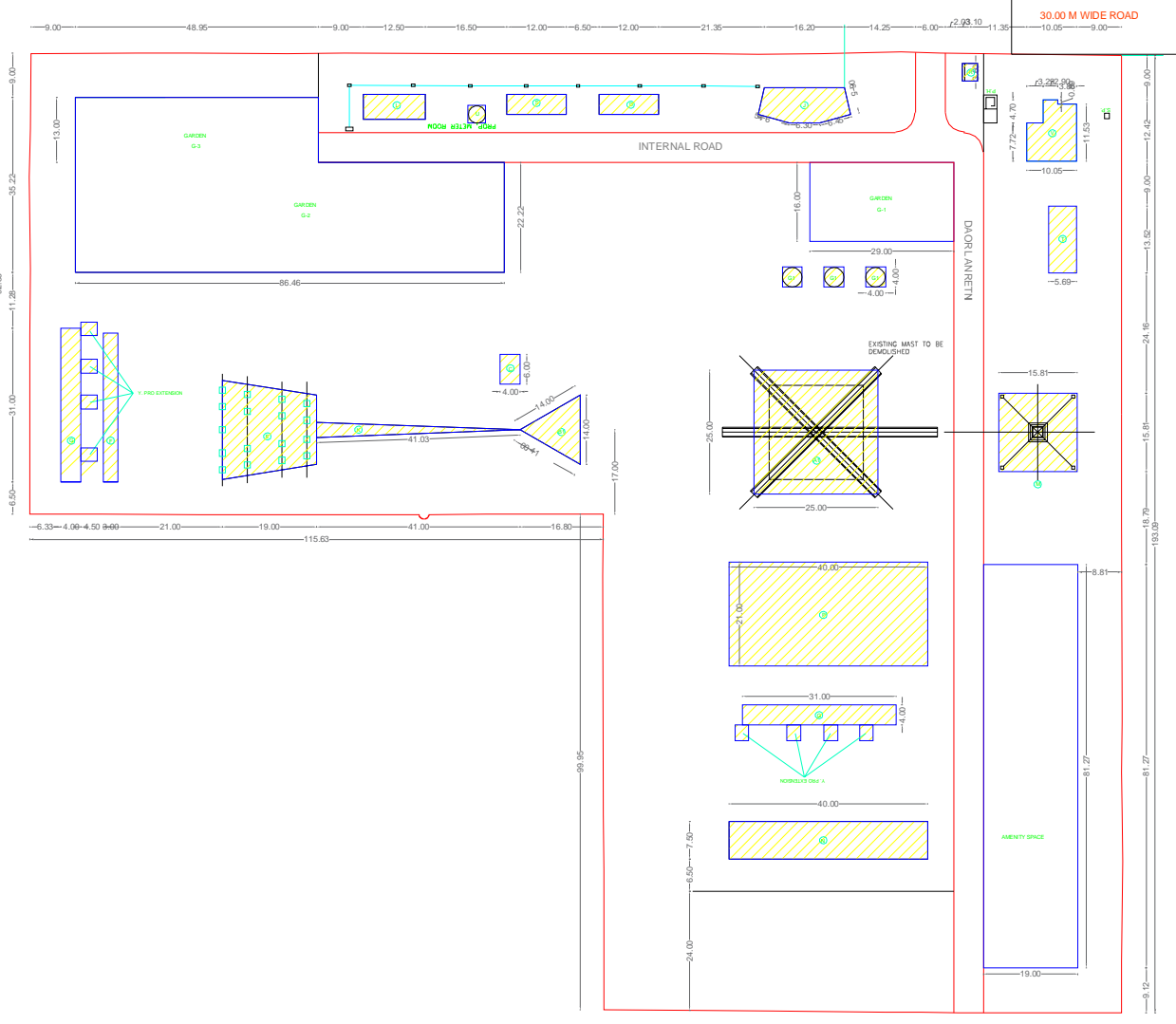


DAOR C D M M03



SITE PLAN

EXISTING AREA = 3408.32
EXISTING AREA TO BE DEMOLISHED = 3408.32



DEMOLITION PLAN

FSI STATEMENT		
SR.NO	STATEMENT	AREAS IN SQ.M
1	PLOT AREA	30881.00
2	PERMISSIBLE BASIC F.S.I	1.00
3	PERMISSIBLE F.S.I WITH PREMIUM	2.00
4	TOTAL PERMISSIBLE F.S.I	3.00
5	10% R.G OPEN SPACE REQUIRED	3088.10
6	10% R.G OPEN SPACE PROVIDED	3100.00
7	5% AMENITY SPACE REQUIRED	1544.05
8	5% AMENITY SPACE PROVIDED	2693.81
9	NET PLOT AREA	27792.90
10	TOTAL INTERNAL ROAD AREA	5417.40
11	PERMISSIBLE BUILT-UP AREA WITH BASIC F.S.I (1-5)	27792.90
12	PERMISSIBLE BUILT-UP AREA WITH PREMIUM F.S.I	55585.80
13	TOTAL PERMISSIBLE BUILT-UP AREA (7+8)	83378.70
14	BUILT-UP AREA WITH REFERENCE TO BASIC FSI	27792.90
15	BUILT-UP AREA WITH REFERENCE TO PREMIUM FSI	9448.31
16	TOTAL BUILT-UP AREA PROPOSED	37241.21
17	FSI CONSUMED	1.20

AREA STATEMENT FOR GROUND COVERAGE		
SR.NO	BUILDINGS	AREAS IN SQ.M
1	DATA CENTER	4051.16
2	ANNEX	336.65
3	D.G NO.1	928.57
4	D.G NO.2	928.57
5	SUB STATION	1176.99
6	OPEN TRANSFORMER	992.32
	TOTAL	8414.26

NON FSI AREA STATEMENT									
Areas in Sq. M.									
BUILDINGS	GROUND	FIRST	SECOND	THIRD	FOURTH	FIFTH	SIXTH	SEVENTH	TOTAL
DATA CENTER	628.39	620.74	620.74	620.74	582.22	620.74	620.74	1634.47	5948.78
D.G BLDG NO 1	54.84	54.84	54.84	0.00	0.00	0.00	0.00	0.00	164.52
D.G BLDG NO 2	54.84	54.84	54.84	0.00	0.00	0.00	0.00	0.00	164.52
ANNEX	0.00	55.21	55.21	55.21	55.21	55.21	55.21	0.00	331.26
SUBSTATION	22.27	22.27	489.09	0.00	0.00	0.00	0.00	0.00	533.63
TOTAL	700.34	807.9	1274.72	675.95	637.43	675.95	675.95	1634.47	7142.71

PROPOSED BUILT-UP AREA STATEMENT									
Areas in Sq. M.									
BUILDINGS	STILT	GROUND	FIRST	SECOND	THIRD	FOURTH	FIFTH	SIXTH	SEVENTH
DATA CENTER	0.00	3421.98	3429.62	3429.62	3587.54	3429.62	3429.62	2535.29	26692.91
D.G BLDG NO 1	0.00	873.73	873.73	873.73	0.00	0.00	0.00	0.00	2621.19
D.G BLDG NO 2	0.00	873.73	873.73	873.73	0.00	0.00	0.00	0.00	2621.19
ANNEX	22.20	0.00	259.66	259.66	259.66	259.66	259.66	0.00	1580.16
SUB STATION	0.00	1176.99	1308.20	599.30	0.00	0.00	0.00	0.00	3084.49
SUB-STRUCTURE	0.00	663.47	0.00	0.00	0.00	0.00	0.00	0.00	663.47
TOTAL	7009.9	6744.04	6036.04	3689.28	3847.2	3689.28	3689.28	2535.29	37241.21
PERMISSIBLE FSI									
EXCESS FSI									

PARKING STATEMENT		
SR.NO	BUILT UP AREA	37241.21
1	Parking as per 1 carpark per 200 sq.m	186
2	Visitors parking @ 10%	19
3	Total car park required	205
4	Car park provided (Surface)	244
5	car park area	6100.00 sq.m
6	2 Wheeler Parking requirement (10% of car park)	20
7	2 Wheeler Parking provided	24
8	2 Wheeler Parking area	72.00 Sq.m
8	Total Parking Area Provided	6172.00 Sq.m

APPROVAL STAMP OF MIDC

LEGEND-

- EXTERNAL HYDRANT VALVE
- EXTERNAL FIRE HYDRANT PIPE
- EXTERNAL FIRE SPRINKLER PIPE
- STORM WATER DRAIN
- UNDERGROUND RCC PIPE FOR ROOF RAIN WATER
- DOMESTIC WATER SUPPLY PIPE
- FLUSHING WATER SUPPLY PIPE
- SEWER PIPE WITH MANHOLE
- INSPECTION CHAMBER (1.0M x 1.0M)
- CATCH BASIN (0.60 x 0.60)
- MANHOLE
- GULLY TRAP

NOTE-
1. INVERTS LEVEL WILL BE PROVIDED DURING BASIC ENGINEERING.

LEGEND-

- EV PARKING (100 NOS.)
- NON EV PARKING (144 NOS.)
- EV PARKING (10 NOS.) 2 WHEELER
- NON EV PARKING (14 NOS.) 2 WHEELER

CERTIFICATE OF AREA

I CERTIFIED THAT THE PLOT GEN-51 AND GEN-51 PART TTC MIDC UNDER REFERENCE WAS SURVEYED BY ME AND THE DIMENSION OF SIDES ETC ON PLOT STATED ON THE PLAN AREA AS MEASURED ON SITE AND THE AREA SO WORKED OUT TALLIES WITH THE AREA STATED IN THE DOCUMENT OF OWNERSHIP MIDC RECORDS.

SIGNATURE OF ARCHITECT

DESCRIPTION OF PROPOSAL AND PROPERTY

PROPOSED FACTORY BUILDING ON PLOT NO. GEN-51 AND GEN-51 PART TTC MIDC.

NAME OF THE OWNERS

M/S STT GLOBAL DATA CENTRES INDIA PVT LTD

NAME OF THE ARCHITECT

ARCHITECT
SHOEB MOHAMMED
REGISTER NO : CA/2013/60875
DONGRE BAUGE F-WING, 401,
THANE, 400612.

ARCHITECT
SHOEB MOHAMMED
REGISTER NO CA/2013/60875
SIGNATURE OF ARCHITECT

SHEET NAME - 150-AP-01-SITE PLAN-02122021

SCALE	DATE	DRN.BY	CHD.BY	JOB NO	REVI-SION	DRG.NO
AS SHOWN	24/12/21	RASIKA	SHOEB	150	R2	01

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A GOVERNMENT OF MAHARASHTRA UNDERTAKING)



EE/Dn.II/PA-I/IFMS/**A52741**/2022
Office of the Executive Engineer,
MIDC, Division No. II, Mahape.
E-mail-eethanedn2@midcindia.org
Date :- **14 / 02 / 2022**

To,

M/S. STT GLOBAL DATA CENTRES INDIA PVT. LTD.,
Plot No. **GEN-51 , 51(PART)**, T.B. Road, **Gen-Block**, Kairane,
MIDC, TTC Indl. Area, Navi Mumbai-400709,

Sub :-MIDC TTC Indl. Area...

Grant of Permission for **Transfer** of existing **25mm** dia water Connection and Enhancement size of water connection from **25mm** to **40mm** dia on **Plot No.GEN-51 , 51(PART)**, T.B. Road, **Gen-Block**, Khairane , MIDC TTC Indl. Area. Navi Mumbai. Possession dt. **NIL** , Plot-**30,851** sqm. Area. (Consumer No. **TTC/240**)

Ref :-1) Your online Application no. **SWC/811451**, dt. **04/02/2022**
2) Your Letter No. **Nil**, Dt. **04/02/2022** & This office Revd. No. EE/IFMS-**A43049** Dt. **04/02/2022**
3)This office online demand note IFMS-**A47211** Dt.**09/02/2022**

Respected sir,

As per your request vide letter under ref. No. **1**, permission is hereby granted to Enhance the size **existing** water connection from **25mm** dia. to the **Enhance** size of **40mm** dia. And ref. No. **2**, your request for the transfer of water connection from **M/s. KAMMANI ENGG. CO LTD.** TO **M/S. STT GLOBAL DATA CENTRES INDIA PVT. LTD.** According to R. O. Mahape's order no, MIDC/RO(ROMP)/TTC/LMS-684/**C78730** Dt. **28/06/2021** subject to MIDC's water supply rules & regulations 1973 & as per the conditions mentioned below:

- 1) The work of above water supply arrangement should be carried out through the Licensed Plumber, under the supervision of the **Deputy Engineer Sub-Dn. No. I, MIDC Mahape**, or representative of MIDC on site.
- 2) You should comply conditions laid down by Maharashtra Pollution Control Board and observe all terms and conditions required under water prevention & control of Pollution Act- 1974. In the event of failure on your part to comply the same, your water connection will be disconnected, as per clause no. **40 (G)** of water supply agreement.
- 3) The I.S.I Mark **40mm** dia. water meter **"B" class** should be got tested from water meter testing Laboratory of MIDC at Jambhul or from MCGM

only. Two water meters will be got tested, out of these one shall be put in line and one shall be kept as stand-by. for Testing of water meter you are requested to approach the Executive Engineer, MIDC, Ambarnath Indl. Area, Kalyan-Badlapur Road, Bhendi-Pada, Ambarnath, who will accept the water meters for carrying out testing work on receipt of payment for the same. The water meter should be graduated in liters only.

The meter should be fixed near connection point on a pipeline of the equivalent dia of the water meter with not less than 25 times dia. of meter. The pipeline on either side of the meter should be in straight line. The strainer, non-return valve should be provided on either side of water meter beyond the distance of 25 times dia. of water meter. The test certificate of the water meter should be furnished to the concerned authority in original.

- 4) The water meter should be installed nearer to the tapping point within the premises on straight pipeline having B. B. masonry chamber fixed with M. S. frame and cover of suitable size. The allottee should provide locking arrangement for the water meter chamber at the aforesaid plot adjacent to the compound wall and the keys of the same should be handed over to the concerned representative of MIDC. MIDC shall have right to put up a seal on the lock of meter chamber as well as meter to prevent pilferage.
- 5) **You should keep the water meter fixed on the connection in working condition all the time otherwise you would be charged for consumption of water at average flow that would be passing through the connection, as stipulated in water supply agreement. Also the water meter fixed on the connection should be kept intact without breaking seal. If the meter found with broken seal, it will be treated as tampering of meter and maximum flow for 40mm dia. 62.50cum/day will be charged for 1 year period for billing.**
- 6) Permission for crossing of road for the purpose and grant of permission for laying of pipeline for the section between the connection point on the MIDC water supply line and the premises where the proposed water supply arrangement is required to be made, should be obtained from the concerned authorities and should be furnished to the concerned representative of MIDC along with the original for verification, well in advance.
- 7) Without prejudice to the provisions in MIDC water supply rules & regulation, the water supply will be normally available round the clock. However, you will have to provide ground level 24 Hr. Capacity storage tank of adequate capacity according to your requirement of water for the purpose at your cost, so as to take care of your water demand during period of possible shut-down, break-down of MIDC system, and also cut-off

of electric supply. It may happen that there may not be water supply at a stretch of 24 hours due to situation beyond the control of MIDC.

8) the connection You have to provide all standard accessories at your own cost required for point on MIDC main for supply of water to your premises. The list of accessories & material required for connection at site of work will be given by concern sub Dn. Office.

9) As communicated, **40mm** dia. size of connection & average flow of **62.50**cum/day, the standard mean flow for **40mm** dia. size of connections, you have to paid the S.D. equivalent to average **3 months** water supply. If it is noticed that you are drawing more water than the mean flow you will have to pay Additional security deposit Accordingly.

(Existing security deposit Rs. Nil)

10) The receipt of total amount of **Rs. 129,277/-** towards.

		Amount Rs.
a)	Sale of water supply Agreement form in triplicate bearing Set No. 0583	Rs. 1,000.00
b)	Additional Security Deposit	Rs. 1,26,563.00
c)	Disconnection charges of the existing 25mm dia. water connection.	Rs. 300.00
d)	Attachment fee of 40mm dia. proposed water connection through ferrule, providing & fixing trees, collars, sluice valve flanges etc.	Rs 1000.00
e)	Water supply Security Deposit	Rs NIL
f)	GST (117+117+90+90=414/-)	Rs 414.00
	Total =	Rs. 1,29,277.00

(Rs. One lakh Twenty nine thousand two hundred seventy seven only)

Is hereby acknowledged vide this offic1) DR. No. dt.**14/02/2022,**

11) Please note that the proposed **40mm** dia. water connection by providing **40mm** dia. water meter for the same is granted considering daily requirement of water at avg. of 62.50cum/day. However, the monthly water supply bills would be charged either as per the consumption of water recorded by the **40mm** dia. water meter on your service line or minimum at **62.50**cum/day. whichever is higher.

12) Water will be supplied as per MIDC's water supply rules & regulations. Present rate of water charges is at **Rs. 22.50** per cum for **Industrial**

Purpose. It may modify in future which will be applicable for all consumers.

13) The connection should be taken within **two month** from the date of issue of this letter, failing which permission granted stands cancelled.

14) All past, present & future correspondence will be part & parcel of the agreement to be executed.

You are requested to collect **3** blank set of water supply agreement. within **7 days** from receipt of this online approval letter.

Thanking you,

Yours faithfully

**Exicutive Engineer
MIDC Dn. No. II, Mahape.**



STT Global Data Centres
India Private Limited
5th Floor, Tower B, C-21 & C-36 'G' Block,
Bandra Kurla Complex
Mumbai, Maharashtra
India 400098
T +91 22 68192192
Contact@sttelemediagdc.in
CIN: U74999MH2007PTC176737

sttelemediagdc.in

Date: 3rd Dec 2021

To,
The Executive Engineer,
SPA, MIDC, Mahape, Navi Mumbai - 400710

Subject: Approval cum No Objection for releasing Storm Water to MIDC drainage system.

Reference:

1. Consent to Establish Application through UAN No. MPCB-CONSENT-0000122320 dated 24.09.2021
2. Environmental Clearance Parivesh proposal file no. SIA/MH/MIS/235471/2021 dated 24.10.2021

Respected Sir,
M/s. STT Global Data Centres India Pvt. Ltd. has proposed a data centre at Plot No. 51 and 51(Part) TTC. MIDC, Village: Khairane, Dist: Thane – 400709.

During Rainy season storm water collected from Surface run off and Roof top run off will be accumulated on site. We have proposed Rain Water Harvesting system on our site. However during high rainfall we will have to release the additional storm water out of proposed site as per ground profile. We need your approval cum no objection for release additional drain water collected on site your drainage system/ line.

The industry assures it shall abide all the applicable environmental norms and requests your good selves to kindly consider the application for the grant of your approval cum no objection.

Thanking you in anticipation.

For STT Global Data Centres India Pvt. Ltd.




Authorized Signatory



MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)

OFFICE: Office of the Executive Engineer,
MIDC, Division No. II, Mahape,
Navi Mumbai - 400 710.

Phone No. 91-27784427 **Fax No.** 2778425

EMAIL : ee@midcindia.org



No. EE/Dn. II/IFMS/E66295/2021,
Date : 06/12/2021

To,
M/s. STT Global Data Centres
Plot No. Gen-51 & Gen-51 Pt., TTC Industrial Area,
Navi Mumbai.

Sub :- Provisional approval of releasing Storm Water for
connection to external storm water line for Plot No. Gen-51
& Gen-51 Pt in Mahape, TTC Industrial Area.

Ref : 1) Consent to establish Appl. through UAN No. MPCB-
CONSENT-0000122320 Dt. 24/09/2021.
2) Environmental Clearance Parivesh Proposal file
No. SIA/MH/MIS/235471/2021 dtd. 24/10/2021
3) Your letter No. Nil Dtd. 03/12/2021.

Sir,

With reference to above mentioned subject vide sr.no.3, you have
requested for approval cum no objection for release additional storm water to
connect adjacent NMMC storm water drain. Further, you have proposed rain
water harvesting system on your plot. However during high rainfall, you will
have to release the additional storm water drain as per ground profile.

It is to inform you that, your request is provisionally approved
subject to condition to maintain the invert level as per requirement & norms of
NMMC.

Thanking you.

Yours faithfully,

(R. G. Rathod)
Executive Engineer & SPA
MIDC, Division No. II, Mahape.

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)

HEAD OFFICE : "Udyog Sarthi", Mahakali Caves Road,
Andheri (E), Mumbai – 400 093.
Tele: (022) 26870052/54/27/73 Fax: (022) 26871587
PRINCIPAL OFFICE : 4,4 (A), 12th Floor, World Trade Centre, Complex-1,
Cuffe Parade, Mumbai – 400 005
Tele : (022) 22151451/52/53 Fax : (022) 22188203



No. MIDC/Fire/E-91949
Date: 27/12/2021

**M/s. STT GLOBAL DATA
CENTRES INDIA PVT. LTD.**
Plot No. A-GEN-51/AND 51PT,
MIDC, TTC Indl. Area.

Sub: Grant of "Provisional No Objection Certificate" for your proposed construction of Data Centre on Plot No. A-GEN-51/AND 51PT MIDC, TTC Indl. Area.

Ref: Your application vide no; SWC/14/521/20211006/787572.

Dear Sir,

This has reference to the above this office has "**No Objection (Provisional)**" for your proposed addition and alteration on plot no. A-GEN-51/AND 51PT, at MIDC, TTC Indl. Area. The details of the constructions as per the drawing submitted by you are as mapped under your BPAMS application. The plot area of the co. is **30,881.00 Sq mtr.** The proposed built up area is **34,217.41 Sq. Mtr.** (Excluding the Free of FSI Area). The height of the tallest proposed structure is **54.80 mtr.** The area wise details of each floor are as under:-

Building : A (DATA CENTER)

Floor Name	Proposed FSI Area Ind.	Terrace	Stair	Lift	Pass	Lift Lobby	Staircase Lobby
Seventh Floor	3295.95	0.00	69.86	39.44	0.00	98.05	0.00
Sixth Floor	3393.38	0.00	69.86	39.44	0.00	98.05	0.00
Fifth Floor	3393.38	0.00	69.86	39.44	0.00	98.05	0.00
Fourth Floor	3551.27	0.00	69.86	39.44	0.00	98.08	0.00
Third Floor	3393.38	0.00	69.86	39.44	0.00	98.05	0.00
Second Floor	3393.38	0.00	69.86	39.44	0.00	98.05	0.00
First Floor	3393.38	0.00	69.86	39.44	0.00	98.05	0.00
Ground Floor	3392.01	0.00	69.86	39.44	0.00	136.29	0.00
Grand Total :	27206.13	0.00	558.90	315.54	0.00	822.65	0.00

Building : D (SUBSTATION)

Floor Name	Proposed FSI Area Ind.	Terrace	Stair	Lift	Pass	Lift Lobby	Staircase Lobby
Second Floor	599.30	0.00	21.73	0.54	0.00	0.00	0.00
First Floor	1100.83	0.00	40.63	0.54	0.00	0.00	0.00
Ground Floor	1154.69	0.00	40.63	0.54	0.00	0.00	0.00
Grand Total :	2854.82	0.00	102.99	1.62	0.00	0.00	0.00

Building : C (DG -BUILDING)

Floor Name	Proposed FSI Area Ind.	Terrace	Stair	Lift	Pass	Lift Lobby	Staircase Lobby
Second Floor	866.70	0.00	49.10	2.47	0.00	7.03	0.00
First Floor	866.70	0.00	49.10	2.47	0.00	7.03	0.00
Ground Floor	866.70	0.00	49.10	2.47	0.00	7.03	0.00
Grand Total :	2600.09	0.00	147.31	7.42	0.00	21.09	0.00

Building : C (ANNEX BUILDING)

Floor Name	Proposed FSI Area Ind.	Terrace	Stair	Lift	Pass	Lift Lobby	Staircase Lobby
Sixth Floor	259.40	0.00	42.99	8.97	0.00	21.12	0.00

Fifth Floor	259.40	0.00	42.99	8.97	0.00	21.12	0.00
Fourth Floor	259.40	0.00	42.99	8.97	0.00	21.12	0.00
Third Floor	259.40	0.00	42.99	8.97	0.00	21.12	0.00
Second Floor	259.40	0.00	42.99	8.97	0.00	21.12	0.00
First Floor	259.40	0.00	42.99	8.97	0.00	21.12	0.00
Stilt Floor	0.00	0.00	22.20	0.00	0.00	0.00	0.00
Grand Total :	1556.37	0.00	280.16	53.82	0.00	126.72	0.00

- The occupant load in above buildings should not exceed in any case as prescribed in Table – 3 of National Building Code 2016, part IV.

This N.O.C. is valid subject to fulfillment of the following conditions:

1. The plans of the proposed construction (adhering to the D.C. Rules of MIDC & National Building Code-2016 where necessary), should be approved by the Executive Engineer, Division Mahape, (Special Planning Authority).
2. The Drainage completion certificate & Occupation certificate should be obtained from Executive Engineer Division Mahape. The B.C.C. & D.C.C. shall be issued subject to "Final NO-Objection Certificate" from fire department.
3. The approval from CCEO/ PESO shall be obtained for the proposed layout for storage of Petroleum Products of A, B & C Class.
4. Under Section 3 of Maharashtra Fire Prevention and Life Safety Measures Act, 2006 (hereinafter referred to as "said Act") The applicant (developer, owner, occupier by whatever name called) shall comply with all the Fire and Life Safety measures adhering to National Building Code of India, 2016 and as amended from time to time failing which it shall be treated as a violation of the said Act.
5. **As per the provision as under: - 10 of the said Act.** No person other than the License Agency shall carry out the work of providing Fire Prevention and Life Safety Measures or performing. Such other related activities required to be carried out in any place or building or part thereof: A list of License Agency is available on Maharashtra Fire Services website www.mahafireservice.gov.in. No Licensed Agency or any other person claiming to be such Licensed Agency shall give a certificate under sub-section (3) of section 3 regarding the compliance of the fire prevention and life safety measures or maintenance thereof in good repair and efficient condition, without there being actual such compliance or maintenance.
6. **Under Section 11 of the said Act,** the fire service fees shall be assessed and the same shall be payable after serving the notice to that effect or prior to issue of the building completion certificate or occupancy certificate whichever is earlier.
7. **Under Section 45 of the said Act,** the owner/occupier or developer shall appoint Fire Officer/Officers and staff for taking adequate Fire and Life Safety Measures, qualifications and experience of such persons be got approved from the Chief Fire Officer & Fire Advisor, MIDC Fire Services.
8. Though certain conditions are stipulated from the said Act and the National Building Code of India, it is obligatory on part of the applicant that is developer, builder, occupier, owner, tenant, by what so ever named called to abide with the provisions of the said Act failing which it shall be actionable under the provisions of said act.
9. Proper roads in the premises should be provided for easy mobility of the Fire Brigade Appliance & Marginal spaces around the building should be kept free from obstructions & open to sky at all the time. Minimum marginal spaces should be confirming with **Table No.10 of D.C. Rules of MIDC, 2009**. The load bearing capacity of internal roads shall not be less than **45 Tons**.
10. All portable firefighting equipment installed at various locations as per local hazard such as Co2-DCP, Foam as per **IS: 15683**, & it must be strictly confirming to relevant IS specification. It is recommended for every 100 Sq. Meter one fire extinguisher should be provided for electrical installation Co2 extinguisher of 4.5 Kg should be provided.
11. All the firefighting equipment shall be well maintained and should be easily accessible in case of emergency.
12. Emergency Telephone numbers like "Police", "Fire Brigade", "Hospital", "Doctors", and "Responsible persons of the office" should be displayed in Fire Control Room, Security Office and in Reception area.
13. It shall be ensured that security staff & every employee of the office, security are trained in handling **firefighting equipment & in firefighting**.

14. The Fire Exit Drill or Evacuation Drill should be plan and instruction should be given to the staff minimum **four times in a year** and drill should be carried out **twice in a year**.
15. Cautionary boards such as **"DANGER", "NO SMOKING", "EXIT", "FIRE ESCAPE", "EXTINGUISHER", "FIRE HYDRANT"** etc. should be displayed on the strategic location to guide the occupants in case of emergency. The signs should be of florescent type and should glow in dark.
16. **"On-Site" & "Off-Site"** emergency plan shall be prepared & mock drills shall be conducted twice a year & instructions to every employee shall be given once in three months.
17. The use of combustible surface finishes on walls (including facade of the building) and ceiling affects the safety of the occupants of the building. Such finishes tend to spread the fire and even though the structural elements may be adequately fire resistant, serious danger to life may result. It is therefore, essential to have adequate precautions to minimize spread of flame on wall, façade of building and ceiling surfaces.
18. The finishing materials used for various purposes and décor shall be such that it shall not generate toxic fumes / smoke.
19. Automatic smoke venting facilities shall be provided for safe use of exits in windowless buildings.
20. Natural draft smoke venting shall utilize roof vents in walls at or near the ceiling level, such vents shall be normally open, or, if closed, shall be designed for automatic opening in case of fire, by release of smoke sensitive devices.
21. Where smoke venting facilities are installed for purposes of exit safety, these shall be adequate to prevent dangerous accumulation of smoke during the period of time necessary to evacuate the area served, using available exit facilities with a margin of safety to allow for unforeseen contingencies.
22. The fluorescent glow signs like **"Staircase", "Extinguisher", "Fire Escape" "Hydrant Point", Manual Call Point" "Exit", "Lift"** shall be installed on strategic locations in all common areas of the building like passages, Corridors etc.
23. Fire evacuation orders & exit map shall be provided in every floor & in lobbies of the buildings.
24. LPG banks should not be stored on upper floor for cooking etc. The kitchen for commercial purpose on uppers floors is not permitted.
25. The Glassing and facade other Glasses should have at least one-hour fire resistance and should be UL approved and in accordance with NFPA requirements.
26. This being a very special type of building if any additional recommendations to be added or deleted depending upon the need of the fire safety requirement of buildings.
27. The Chief Fire Officer & Fire Advisor, M.I.D.C. reserves all right to modify the fire safety recommendations and it shall be responsibility of company authorities to maintained close liaison with fire department.
28. **A high rise building during construction shall be provided with the following fire protection measures, which shall be maintained in good working condition at all times:**
 - **Dry riser of minimum 100 m.m. dia. Pipe with hydrant outlets on the floors constructed with a fire service inlet.**
 - **The use of combustible surface finishes on walls (including facade of the building) and ceiling affects the safety of the occupants of the building. Such finishes tend to spread the fire and even though the structural elements may be adequately fire resistant, serious danger to life may result. It is therefore, essential to have adequate precautions to minimize spread of flame on wall, façade of building and ceiling surfaces.**
 - **The finishing materials used for various purposes and décor shall be such that it shall not generate toxic fumes / smoke.**
 - **Automatic smoke venting facilities shall be provided for safe use of exits in windowless buildings.**
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- Where smoke venting facilities are installed for purposes of exit safety, these shall be adequate to prevent dangerous accumulation of smoke during the period of time necessary to evacuate the area served, using available exit facilities with a margin of safety to allow for unforeseen contingencies.
 - If the building or part of building is Sub-leased, sold to some other company then the prospective buyer / sub-leased must obtain “No – Objection Certificate” form this office before occupying the building / floors. You are hereby informed to incorporate suitable clause to that effect in sub-leases agreement or agreement for sale.
 - Pressurization should be provided to the all the staircases and Lift Shaft’s & Lift lobbies of the building. The mechanism for the pressurization shall act automatically with the fire alarm/ sprinkler system and it shall be possible to operate this mechanically also.
29. The Final NOC for the above building will be issued after satisfactory installation of Fire Prevention & Fire Protection arrangement. This building should not be occupied without obtaining Final NOC from this Dept. & OC from the SPA, MIDC, failing which you will be solely responsible for the consequences, if any.
30. The IS 12456: Code of Practice for FIRE PROTECTION OF ELECTRONIC DATA PROCESSING INSTALLATION shall be followed.

Standard Specifications and Regulations to be followed: -

- a. D.C. Rules of MIDC & Part-3 & 4 National Building Code: 2016,
- b. **IS: 3844** – for installation and maintenance of internal fire hydrants and hose reels on premises.
- c. **IS: 2189** – for selection, installation and maintenance of automatic fire detection and alarm system.
- d. **IS: 15683** – for selection, installation and maintenance of portable first aid fire extinguishers.
- e. IS : 9583 : 1981 Emergency lighting units.
- f. IS 12456 : 1988 Code of practice for fire protection of electronic data processing installation.
- g. IS 4963 : 1987 Recommendations for buildings and facilities for physically handicapped.
- h. IS 3614 (Part I) :1966 Specification for fire check doors.

Other Important Codes & Standards:-

1. Code of practice for Fire Safety Buildings IS-1642 – for Details of Construction.
2. Code of Practice of Fire Safety of Buildings IS-1643– Exposure Hazard.
3. Code of Practice of Fire Safety of Buildings IS-1644 – Exit requirement and Personal Hazard.
4. IS : 15105 – Design and installation of fixed automatic sprinkler fire extinguishing system.
5. IS 9668 : 1990 Code of practice for provision and maintenance of water supplies and firefighting.
6. IS 2175 : 1988 Specification for heat sensitive fire detectors for use in automatic fire alarm system.
7. IS 11360 : 1985 Specification for smoke detectors for use in automatic electrical fire alarm system.
8. IS 9457 : 1980 Safety colours and safety signs.
9. IS 12349 : 1988 Fire protection – Safety sign
10. IS 12407 : Graphic symbols for fire protection plan.

FIRE PREVENTION

Passive Fire protection required.

Requirement and Provision: - The following passive fire protection systems will have to be followed and installed for the Life Safety of the building as per Part 3 & 4 of National Building Code 2016:-

Sr. No.	Clause Number	Description.
1.	Clause NO: 3.3.1 & 3.3.2	Fire Test General Requirement: Element / Component shall have the requisite fire resistance performance when tested in accordance with the accepted standards.

2.	Clause NO: C-9	Compartmentation: The building shall be suitably compartmentalized so that the fire & smoke remain confined to the area where the fire incident has occurred & does not spread to other part of the building.
3.	Clause NO: 4.10.5	Smoke Extraction System: The exhaust system may be continued, provided the construction of the ductwork & fans is such that it will not be rendered inoperable by hot gases & smoke & there is no danger of spread of smoke to other floors via the path of extraction system.
4.	Clause NO: 3.4.12.3	Smoke management: Where smoke venting facilities are installed for the purpose of exit safety these shall be adequate to prevent dangerous accumulation of smoke during the period of time necessary to evacuate the area served using available exit facilities, with margin of safety to allow for unforeseen contingencies.
5.	Clause NO: C-1.17	Fire rated ducts: Where the ducts passes through fire walls, the opening around the duct shall be sealed with fire resisting materials having the fire resistant rating of the compartment. Where the duct crosses the compartment which is fire rated for same fire rating. Depending on the services passing around the duct work, which may be affected in case of fire temperatures rising, the ducts shall be insulated
6.	Clause NO: C-1.12 a	Cable ducts: The electric distribution cables/wiring shall be laid in separate duct. The duct shall be sealed at every floor with non-combustible material having the same fire resistance as the fire rating of the duct.
7.	Clause NO: C-1.12 e	Fire rated ceilings: The exhaust system may be continued, provided the construction of the ductwork & fans is such that it will not be rendered inoperable by hot gases & smoke & there is no danger of spread of smoke to other floors via the path of extraction system.
8.	Clause NO: 3.3.3	Steel protection: Load bearing steel beams & columns of building having total covered area of 500Sq.Mtrs. and above shall be protected against failure collapse of structure in case of fire. This could be achieved by using appropriate methodology using suitable fire rated materials as per the accepted standards.
9.	Clause NO: 4.13	Fire escape enclosure: Fire towers shall be constructed of walls with a 2 hours fire rating without openings other than the exit doorway, with platforms, landings & balconies with the same fire rating of 2 Hours.
10.	Clause NO: C-1.4	Glazing: If glazing or glass bricks are used in a stair case shall have fire rating of minimum 2 hours.
11.	Clause NO: 3.4.19	Glazing: If glass is used as a façade for building it shall have minimum 1 hour fire rating.
12.	Clause NO: 3.4.8.3	Fire stopping: Every vertical opening between the floors of a building shall be suitably enclosed or protected as necessary to provide reasonable safety to the occupants while using the means of egress by preventing spread of fire, smoke or fumes through vertical openings from floor to floor, which will allow the occupants to complete their safe use of means of egress.
13.	Clause NO: 3.4.8.4	Fire Stopping: Openings in the walls or floors which are provided for the passage of all building services like cables, electrical wiring & telephone cables etc. Shall be protected by the enclosure in the form of Ducts/shafts with a fire resistance of not less than 2 Hours.
14.	Clause NO: C-1.9	Fire stopping service ducts & shafts: Service ducts & shafts shall be enclosed by walls of 2 hours & doors of 1 hour fire rating. All such ducts/shafts shall be properly sealed & fire stopped at all floors.
15.	Clause NO: C-1.12	Fire stopping cable ducts penetration: The electrical distribution cables/wiring shall be laid in separate duct. The duct shall be sealed at every floor with non-combustible materials having the same fire resistance as the fire rating of the cable duct.

REQUIREMENT AND PROVISION: - The following Fire Protection System is required for the fire safety of the Proposed Data Centre and other building: -

Sr. No.	FIRE FIGHTING INSTALLATION	Requirements	Provision	Remarks
1.	Portable Fire Extinguishers	Required in all buildings on each floor.	IS: 15683 & 2190.	Portable Fire Extinguisher should be installed confirming to IS 15683 & other I.S. codes
2.	Hose Reel	Required at prominent places.	At Various strategic Locations.	On each floor in the Staircase landing for Fire Fighting. The first aid hose reel shall be connected directly to riser/down comer main and diameter of the hose reel shall not be less than 19mm confirming to IS 884:1985
3.	Wet Risers & Down Comers	Required in entire Bldg.	In all staircases & fire escape staircases	Required to provide in the Staircase and Fire Escape Staircase. Landing of Valve should be installed confirming to IS:5290.
4.	Yard Hydrant or Ring hydrant system around the building.	Required around the proposed building.	Fire Brigade Inlet connection should be provided. Hydrant points should be provided with 2 Nos. of Delivery Hose confirming to IS-636 along with Standard Branch (Universal) confirming to IS-2871. The distance between 2 Hydrants should not be more than 30 Mtrs. The guidelines should be followed as per IS 3844:1989 & IS 13039:2012.	
5.	Manually Operated Fire Alarm System	Required in entire building	At every floor on strategic location	Manually Operated Fire Alarm should be provided; it should be connected to alternate power supply.
6.	Underground Static Storage Tank	Required 3,00,000 liters		This water storage should be exclusively for Fire Fighting.
7.	Terrace Level Tank	Required 20,000 Ltrs.		For wet riser cum down comer. On terrace of DC building
8.	Fire Pump	2 No. 2850 lpm electrical driven main pumps 1 No. 2850 lpm Diesel driven stand by pump 2 No. 180 lpm electric driven jockey pump. 1 No. 900 lpm electric driven Booster Pump		Fire Fighting pumps shall be well maintained. A separate arrangement of pumping should be done for sprinkler system. All the fire pumps must be centrifugal pumps only. Booster pump should be provided on terrace of DC Building.
9.	Automatic smoke Detection System & Fire alarm system.	Required in entire building at all floors (If false ceiling voids exceeding 800mm of height above false Detection System should be provided)		Standards and guidelines given in IS-11360-1985 specification for Smoke Detectors for use in Automatic Electrical Fire Alarm system & IS 2189:2008 Selection, Installation and Maintenance of Automatic Fire-Detection and Alarm System should be followed.
10.	Automatic Sprinkler system.	Required in entire building at all floors and Fire Pump Room (If false ceiling voids exceeding 800mm of height above false ceiling sprinkler should be provided)		Separate Pumping arrangement should be provided for the Sprinkler system. Guidelines are given in IS 15105 Design and installation of Fixed Automatic sprinkler fire Extinguishing system
11.	Fire Doors	Required for all staircases. it should be self-closing type.	Fire Doors of 2 hrs. Fire Resistance Rating should be provided in all buildings at the entrance of all the staircases on all floors. Certification from the Competent Authority shall be obtained & submitted to this office for record.	
12.	Manual Call Point	Required in all building.	Manual Call Point should be provided at prominent places in all buildings	

Sr. No.	FIRE FIGHTING INSTALLATION	Requirements	Provision	Remarks
13.	Emergency Lights	Required in escape routes.	For speedy evacuation in case of emergency. With alternate power backup.	
14.	Gas Flooding System	Required	Shall be provided Data Centre and Server Rooms	
15.	PA System with Talk Back Facility	Required	To guide the occupants in case of emergency.	
16.	Auto D.G. Backup	Required	Required for all fire safety systems.	
17.	Pressurization	Required	In all staircase, Lobbies & Lift shaft in entire Bldg.	
18.	Sign Indicators for all fire safety, safe evacuation of occupants in case of emergency signs	Required at Prominent Places.	Sign indicators should provide at prominent places as per the guidelines given in IS:9457 for Safety colour and Safety IS:12349 for Fire Protection Safety Signs IS: 12407 for Graphics symbols for Fire Protection Plan.	
19.	Fire Brigade Connection- For Static Water Tank and For Hydrant System		Required at the Main Gate and on fire water tank	

*****Guidelines for Refuge Area:-**

Refuge Area: Horizontal Exits/Refuge Area:-

A horizontal exit shall be through a fire door of 120 min rating in a fire resistance wall. Horizontal exit require separation with the refuge area or adjoining compartment through 120 min fire barrier. The adjoining compartment of the horizontal exit should allow unlocked and ease of egress and exits for the occupants using defend in place strategy.

- Requirements of horizontal exits are as under:
 - a) Width of horizontal exit doorway shall be suitable to meet the occupant load factor for egress.
 - b) Doors in horizontal exits shall be openable at all times from both sides.
 - c) All doors shall swing in the direction of exit travel. For horizontal exits, if a double leaf door is used, the right hand door leaf shall swing in the direction of exit travel.
 - d) Refuge area shall be provided in buildings of height more than 24 m. Refuge area provided shall be planned to accommodate the occupants of two consecutive floors (this shall consider occupants of the floor where refuge is provided and occupants of floor above) by considering area of 0.3 m² per person for the calculated number of occupants and shall include additionally to accommodate one wheelchair space of an area of 0.9m² for every 200 occupants, portion thereof, based on the occupant load served by the area of refuge or a minimum of 15 m², whichever is higher, shall be provided as under:
 - 1) The refuge area shall be provided on the periphery of the floor and open to air at least on one side protected with suitable railings.
 - 2) Refuge area(s) shall be provided at/or immediately above 24 m and thereafter at every 15 m or so.
The above refuge area requirement for D-6 occupancy requirement shall however be in accordance with 6.4.2.2.
 - e) A prominent sign bearing the words 'REFUGE AREA' shall be installed at entry of the refuge area, having height of letters of minimum 75 mm and also containing information about the location of refuge areas on the floors above and below this floor. The same signage shall also be conspicuously located within the refuge area.
 - f) Each refuge area shall be ventilated and provided with first aid box, fire extinguishers, public address speaker, fire man talk back, and adequate emergency lighting as well as drinking water facility.
 - g) Refuge areas shall be approachable from the space they serve by an accessible means of egress.
 - h) Refuge areas shall connect to firefighting shaft (comprising fireman's lift, lobby and staircase) without having the occupants requiring to return to the building spaces through which travel to the area of refuge occurred.
 - i) The refuge area shall always be kept clear. No storage of combustible products and materials, electrical and mechanical equipment, etc. shall be allowed in such areas.

- j) Refuge area shall be provided with adequate drainage facility to maintain efficient storm water disposal.
- k) Entire refuge area shall be provided with sprinklers.
- l) Where there is difference in level between connected areas for horizontal exits, ramps of slope not steeper than 1 in 12 shall be provided (and steps should be avoided).

NOTE – Refuge area provided in excess of the requirements shall be counted towards FAR.

High rise apartment buildings with apartments having balcony, need not be provided with refuge area; however apartment buildings without balcony shall provide refuge area as given above. Refuge area for apartment buildings of height above 60 m while having balconies shall be provided at 60 m and thereafter at every 30 m. The refuge area shall be an area equivalent to 0.3 m² per person for accommodating occupants of two consecutive floors, where occupant load shall be derived on basis of 12.5 m² of gross floor area and additionally 0.9 m² for accommodating wheel chair requirement or shall be 15 m², whichever is higher.

GUIDELINES FOR INTERNAL STAIRWAYS as per NBC 2016:

- a) Stairways shall be constructed of non-combustible materials throughout. Hollow combustible construction shall not be permitted. Width of Staircase should be **1.5 M.**
- b) **No Gas piping shall be laid down in the stairway.**
- c) Internal staircase shall be constructed as a self-contained unit with at least one side adjacent to an external walls and shall be completely enclosed.
- d) Internal staircase shall not be arranged around lift shaft unless the latter is entirely enclosed by material of fire resistance rating as that for type of construction itself.
- e) The access to main staircase shall be gained through at least half-an-hour fire resisting automatic closing doors, placed in the enclosing walls of the staircase. They shall be swing type doors opening in the direction of the escape.
- f) No living space, store or other space, involving fire risk, shall open directly in to staircase.
- g) The external exit door of a staircase enclosure at ground level shall open directly to the open space or should be accessible without passing through any door other than a door provided to form a draught lobby.
- h) The exit signs with arrows indicating the escape routes shall be provided at a height of 1.5 m. from the floor level on the wall and shall painted with fluorescent paint. All exit signs should be flush with the wall and so designed that no mechanical damage to them can result from the removing furniture, material or any other equipment.
- i) **Exits shall be so located that it will not be necessary to travel more than 30 Mtrs. from any point to reach the nearest exit.**

Staircase Design requirement:

- 1. The minimum headroom in a passage under the landing of a staircase and under the staircases shall be **2.2 Mtrs.**
- 2. Access to main staircase shall be through a fire / smoke check door of a minimum 2 hours fire resistance rating.
- 3. No living space, store or other fire risk shall open directly in to the staircases. The main and external staircases shall be continuous from ground floor to the terrace level.
- 4. No electrical shafts, A/c ducts or gas pipe etc. shall pass through or open in the staircases. Lifts shall not open in staircases.
- 5. The width of the staircase shall not be less than **1.5 Mtrs.**
- 6. **All the staircases shall be provided with mechanical Pressurization devices, which will inject the air in to staircase, lobbies or corridors to raise their pressure slightly above the pressure in adjacent parts of the building so the entry of toxic gases or smoke in to the escape routes is prevented.**

Staircase Enclosures:-

- 1. The external enclosing walls of the staircase shall be of the brick or the RCC construction having the fire resistance of not less than two hours. All enclosed staircases shall have access through self-closing door of one hour fire resistance. These shall be single swing doors opening in the direction of escape. The door shall be fitted with the check action door closers.

2. The staircase enclosures on the external wall of the building shall be ventilated to the atmosphere at each landing.
3. Permanent vent at the top equal to the 5% of the cross section area of the enclosure and openable sashes at each floor level with area equal to 1 to 15 % of the cross sectional area of the enclosure on external shall be provided. The roof of the shaft shall be at least 1 meter above the surrounding roof. There shall be no glazing or the glass bricks in any internal closing wall of staircase. If the staircase is in the core of the building and cannot be ventilated at each landing a positive pressure of 5 mm w.g. by an electrically operated blower/ blowers shall be maintained.
4. The mechanism for pressurizing the staircase shaft shall be so installed that the same shall operate automatically on fire alarm system/ sprinkler system and be provided with manual operation facilities.

FIRE ESCAPE: (ENCLOSED TYPE) SHALL COMPLY THE FOLLOWING: -

1. **Travel Distance should be maintained as per the guidelines given in D.C. Rules of MIDC. Exits and staircase guidelines should be followed as per MIDC's DC Rules and National Building Code-2016.**
2. **Fire escape constructed of M.S. angles, wood or glass is not permitted.**
3. **Opening of the Fire Escape Staircase should be from outside.**
4. Fire Escape staircase should be enclosed type. These should always be kept in sound operable condition .
5. Fire Escape Staircase shall be directly connected to the ground.
6. Entrance to the Fire Staircase shall be separate and remote from the internal staircase.
7. Care shall be taken to ensure that no wall opening or window opens on to or close to Fire Escape Stairs.
8. The route to the external staircase shall be free of obstructions at all times.
9. The Fire Escape stairs shall be constructed of non-combustible materials, and any doorway leading to it shall have the required fire resistance.
10. No Staircase, used as a fire escape, shall be inclined at an angel greater than 45⁰ from the horizontal
11. **The width of the staircase should as given in DC Rules of MIDC. The other detailed provision for exits in accordance with National building code - 2016.**
12. Fire Staircase shall have straight flight not less than **150 c.m. wide** with 20 c.m. treads and risers not more than 19 c.m. The number of risers shall be limited to 15 per flight.
13. Handrails shall be of a height not less than 100 c.m. and not exceeding 120 c.m.
14. **All the staircase doors on every floor shall be provided with two hours fire resistive doors having panic bars at both the sides.**

FIRE PROTECTION REQUIREMENTS FOR LIFTS:

(Fire Protection Requirements of Lifts in High Rise Buildings) For Building of Height 15 m and Above

Following requirements over and above those specified in 6 and 8 and in Part 4 'Fire and Life Safety' of the Code are applicable to all lifts provided in buildings having height more than 15 m:

- a) All materials of constructions in load bearing elements, stairways and corridors and facades shall be non-combustible.
- b) The interior finishing materials shall be of very low flame spread type.
- c) Walls of the lift shall have a fire rating of 120 min. The lift well shall have a vent at the top, of area not less than 0.2 m² per lift.
- d) Landing doors – Lift landing doors shall be imperforate. Collapsible doors shall not be permitted. Lift landing doors provided in the lift enclosure shall have a minimum fire resistance rating of 60 min.
- e) Lift car door – Lift car doors shall be imperforate. Collapsible car doors shall not be permitted.
- f) Telephone or other communication facilities shall be provided in the lift car and the lift main lobby. Communication system for lifts shall also be connected to the fire control room of the building if provided. For lifts for use by persons with disabilities, the facilities shall be provided in accordance with 13 of Part 3 'Development Control Rules and General Building Requirements' of the Code.
- g) Photo luminescent safety signs shall be posted and maintained on every floor at or near the lift indicating that in case of fire, occupants shall use the stairs

unless instructed otherwise. The sign shall have the plan of the respective floor showing location of the stairways. The plan shall also indicate the direction to and maintained on every floor of buildings open to and used by the public shall comply with the requirements of accessible signage given in 13 of Part 3 'Development Control Rules and General Building Requirements' of the Code.

- h) All lifts (fireman's lifts/non fireman's lifts) shall be provided with Phase I operation and per 7.1.1(k)(x) (grounding operation).
- j) The grounding operation may be initiated by individual switches for lifts or a common switch for a group of lifts or by a signal from fire alarm system of the building if available.
- k) Fireman lift – The fireman's lift is provided in a building for the purpose of aiding firefighters in evacuating trapped persons in the building and to take a equipments for fighting fire to upper levels with minimum delay. Some lifts out of all the lifts shall be identified as fireman's lifts.
The number of required fireman's lifts and their locations in a building will vary depending on the size, design, complexity of the building. Some considerations are as follows:
 - 1) There shall be at least one fireman's lift per building.
 - 2) If there are multiple wings in the building, there shall be at least one fireman's lift per wing.
 - 3) If there are multiple banks of lifts in the building there shall be at least one fireman's lift per bank of lift.
 - 4) If the building height is up to 60 m and it is zoned height-wise and it does not have single fireman's lift serving every floor of the building, then there shall be at least one fireman's lift per zone which shall serve the main level/fire access level and shall serve all the landings in the respective zone.
 - 5) If the building height is more than 60 m and it does not have any single fireman's lift serving all the floors, that is, it has all lifts serving only respective zones, the fireman's lift shall be provided in each zone separately, serving all landings in respective zone, with transfer landing transferring from one zone to another.

Considering all the above, the fireman's lift(s) shall be identified on the building plan and duly displayed in Fire Command Centre.

To be effective in firefighting operation, the fireman's lift shall have following requirements:

- i) The fireman's lift may be used by the occupants in normal times.
- ii) The fireman's lift shall be provided with a fireman's switch. The switch shall be a two position (ON/OFF) switch fixed at the evacuation floor (normally main entrance floor) for enabling the lift to be put into fireman's mode. The switch shall be situated in a glass-fronted box with suitable label and fixed adjacent to the lift at the entrance level. When the switch is on, landing call-points shall become inoperative and the lift shall be on the car control only or on a priority control device. When the switch is off, the lift will return to normal working.
- iii) The fireman's lift shall be provided with an audio and visual signal in the car.
- iv) The fireman's lift shall have a floor area of minimum 1.43 m². It shall have loading capacity of not less than 544 kg (8 persons lift).
- v) The fireman's lift shall be provided with power operated (automatic) doors of minimum 0.8 m width.
- vi) The speed of the fireman's lift shall be 1.0 m/s or more such that it can reach the top floor from main floor/ firefighting access level within 1 min. In case the building is zoned, the fireman's lift shall operate from the lowest served landing to the topmost served landing in 1 min.
- vii) Reliable alternative source of power supply should be provided for all fireman lifts through a manually/automatically operated changeover switch. The route of wiring shall be safe from fire.
- viii) Suitable arrangements such as providing slope in the floor of lift lobby shall be made at all the landings to prevent water used during firefighting from entering the lift shafts.
- ix) The words 'Fireman Lift' shall be conspicuously displayed in fluorescent pain on the lift landing.
- x) Operational requirement of fireman's lift- The lift shall be provided with the following operational control, Phase I and Phase II.

Phase I – Return to evacuation floor –

- Shall start when the fireman's switch at the evacuation floor is turned to the 'ON' position or the signal from smoke detector (if provided by the Building Management System) is on. All lifts controlled by this switch shall cancel all existing car calls and separate from landing calls and no landing or car calls shall be registered. The audio and visual signal shall be turned on. All heat and smoke sensitive door reopening devices shall be rendered inoperative.
- If the lift is travelling towards the evacuation floor, it shall continue driving to that floor.
- If the lift is travelling away from the evacuation floor, it shall reverse its direction at the nearest possible floor without opening its door and return non-stop to the evacuation floor.
- If the lift is standing at a floor other than the evacuation floor, it shall close the doors and start travelling non-stop to the evacuation floor.
- When at the evacuation floor, the lift shall park with doors open.
- The continuous audio signal is turned off after this return drive.

Note – If the building is designed for alternative evacuation floor, in case of fire at main floor the lifts shall park at the alternative evacuation floor with doors open.

Phase II – Operation of the lift shall be as defined below –

- The phase 2 is started after phase 1, if the fireman's switch is 'ON'.
- If the lifts are grounded by the smoke detector signal, for phase II to begin it shall be necessary to turn the fireman's switch 'ON'.
- The lift does not respond to landing call but registered car calls. All heat and smoke sensitive door reopening devices are rendering inoperative.
- When the car call button is pressed, the doors start closing. If the button is released before the doors are fully closed, they re-open. The car call is registered only when the doors are fully closed. After registering a car call the lift starts driving to the call. If more than one car call is registered, only the nearest call is answered and the remaining call will be cancelled at the fire stop.
- At the floor the doors are opened by pushing the door open button. If the button is released before the doors are fully open, they re-close.
- The lift returns to normal service when it stands at the evacuation floor with doors open and the switch is turned 'OFF' thereafter.
- The operation of fireman's lift shall be by means of a full set of push buttons in the car. Other operating systems shall be rendering inoperative.

Compartmentation :-**General –**

- a) It is important to limit the spread of fire in any building. The usual method is to use fire barriers. In some instances these barriers need to be penetrated for ductwork, plumbing and electrical systems, and in such cases, use of passive fire protection measures shall be done so that the integrity of these barriers is not compromised.
- b) Floor(s) shall be compartmented with area as given below.

All floors shall be compartmented/ zoned with area of each compartment being not more than 750 m². The maximum size of the compartment shall be as follows, in case of sprinklered basement/building:

Sr. No.	Use	Compartmentation Area m ²
(1)	(2)	(3)
i)	Basement car parking	3000
ii)	Basement (other than car parking)	2000
iii)	Institutional Buildings: Subdivision C-1	1800
iv)	Institutional Buildings: Subdivision C-2 and C-3	1125
v)	Mercantile and assembly buildings	2000
vi)	Business buildings	3000
vii)	All other buildings (Excluding low hazard and moderate hazard industrial buildings and storage buildings) ¹⁾	750
¹⁾ Compartmentation for low hazard and moderate hazard industrial buildings and storage buildings shall be done in consultation with local fire department.		

In addition, there shall be requirement of a minimum of two compartments if the floor plate size is equal or less than the areas mentioned above. However, such requirement of minimum two compartments shall not be required, if the floor plate is less than 750 m². Compartmentation shall be achieved by means of fire barrier having fire resistance rating of 120 min.

Staircase and Corridor Lightings:

- a) The staircase and corridor lighting shall be on separate service and shall be independently connected so as it could be operated by one switch installation on the ground floor easily accessible to firefighting staff at any time irrespective of the position of the individual control of the light points, if any. It should be of miniature circuit breaker type of switch so as to avoid replacement of fuse in case of crisis.
- b) Staircase and corridor lighting shall also be connected to alternate source of supply. The alternative source of supply may be provided by battery continuously trickle charged from the electric mains.
- c) Suitable arrangements shall be made by installing double throw switches to ensure that the lighting installed in the staircase and the corridor do not get connected to the sources of supply simultaneously. Double throw switch shall be installed in the service room for terminating the stand by supply.
- d) Emergency lights shall be provided in the staircase/corridor.
- e) All wires & other accessories used for emergency lights shall have fire retardant property.
- f) A stand-by electric generator shall be installed to supply power to staircase and corridor lighting circuits, fire lifts, the stand-by fire pump, pressurization fans & blowers, smoke extraction and damper system in case of failure of normal electric supply. The generator shall be capable of taking starting current of all the machines & circuits stated above simultaneously. If the stand-by pump is driven by diesel engine, the generator supply need not be connected to the stand-by pump or parallel HV/LV supply from a separate substation shall be provided with appropriate transformer for emergency. If this arrangement is provided then the arrangement of generator is not mandatory.

Emergency and Escape Lighting :-

1. Emergency lighting shall be powered from a source independent of that supplying the normal lighting.
2. Escape lighting shall be capable of
 - A) Indicating clearly and unambiguously the escape routes.
 - B) Providing adequate illumination along such routes to allow safe movement of persons towards and through the exits.
 - C) Ensuring that fire alarm call points and firefighting equipment's provided along the escape routes can be readily located.
3. The horizontal luminance at floor level on the centerline of an escape route shall be not less than 10 lux. In addition, for escape routes up to 2 m wide, 50 percent of the route width shall be lit to a minimum of 5 lux.
4. The emergency lighting shall be provided to be put on within 1 s of the failure of the normal lighting supply.
5. Escape lighting luminaries should be sited to cover the following locations
 - a) Near each intersection of corridors
 - b) At each exit door
 - c) Near each change of direction in the escape route
 - d) Near each staircase so that each flight of staircase receives direct light.
 - e) Near any other change of floor level.
 - f) Outside each final exit and close to it
 - g) Near each fire alarm call point.
 - h) Near firefighting equipment, and
 - i) To illuminate exit and safety signs as required by the fire department.
6. Emergency lighting systems shall be designed to ensure that a fault or failure in any one luminaire does not further reduce the effectiveness of the system.
7. The luminaries shall be mounted as low as possible but at least 2 m above the floor level.

8. Signs are required at all exits, emergency exits and escape routes, which should comply with the graphic requirements of the relevant Indian Standard.
9. Emergency lighting luminaries and their fittings shall be of nonflammable type.
10. It is essential that the wiring and installation of the emergency lighting system are of high quality so as to ensure their perfect serviceability at all times.
11. The emergency lighting system shall be capable of continuous operation for a minimum duration of 1 hour and 30 minutes even for the smallest premises.
12. The emergency lighting system shall be well maintained by periodical inspections and tests so as to ensure their perfect serviceability at all times.

Illumination of Means of Exit :-

Staircase and corridor lights shall conform to the following:-

- a) The staircase and corridor lighting shall be on separate circuit and shall be independently connected so that it could be operated by one switch installation on the ground floor easily accessible to firefighting staff at any time irrespective of the position of the individual control of the light points, if any. It should be of miniature circuit breaker type of switch so as to avoid replacement of fuse in case of crises.
- b) Staircase and corridor lighting shall also be connected to alternative supply. The alternative source of supply may be provided by battery continuously trickle charged from the electric mains; and
- c) Suitable arrangements shall be made by installing double throw switches to ensure that the lighting installed in the staircase and the corridor does not get connected to two sources of supply simultaneously. Double throw switch shall be installed in the service room for terminating the same by supply.

Exit Requirement:

1. An exit may be doorway, corridor, Passageway(s) to an internal staircase, or external staircase, or to a verandah or terrace(s), which have access to the street, or to the roof of a building or a refuge area. An exit may also include a horizontal exit landing to an adjoining building at the same level.
2. Every exit, exit access or exit discharge shall be continuously maintained free of all obstructions or impediments to full use in the case of fire or other emergency.
3. Exits shall be clearly visible and the route to reach the exits shall be clearly marked and signs posted to guide the occupants of the floor concerned. Signs shall be illuminated and wired to an independent electric circuit on an alternative source of supply.
4. To prevent spread of fire and smoke, fire doors with 2 hours fire resistance shall be provided at appropriate places along the escape routes and particularly at the entrance to lift lobby and stair well where a 'funnel or flue effect' may be created inducing an upward spread of fire.
5. All exits shall provide continuous means of egress to the exterior of a building or to an exterior open spaces leading to the street.
6. Exits shall be so arranged that they may be reached without passing through another occupied unit.

Glass Facade

1. If the glass cladding is used / provided to the building the glass used for the cladding must be toughened glass.
2. The use of combustible surface finishes on walls (including facade of the building) and ceiling affects the safety of the occupants of the building. Such finishes tend to spread the fire and even though the structural elements may be adequately fire resistant, serious danger to life may result. It is therefore, essential to have adequate precautions to minimize spread of flame on wall, façade of building and ceiling surfaces.
3. The finishing materials used for various purposes and décor shall be such that it shall not generate toxic fumes / smoke.
4. Automatic smoke venting facilities shall be provided for safe use of exits in windowless buildings.
5. Natural draft smoke venting shall utilize roof vents in walls at or near the ceiling level, such vents shall be normally open, or, if closed, shall be designed for automatic opening in case of fire, by release of smoke sensitive devices.
6. **Where smoke venting facilities are installed for purposes of exit safety, these shall be adequate to prevent dangerous accumulation of smoke during the**

period of time necessary to evacuate the area served, using available exit facilities with a margin of safety to allow for unforeseen contingencies.

GLAZING:-

The glazing shall be in accordance with Part 6 'Structural Design, Section 8 Glass and Glazing' of the Code. The entire glazing assembly shall be rated to that type of construction as given in Table 1. This shall be applicable along with other provisions of this Part related to respective uses as specified therein. The use of glass shall not be permitted for enclosures of exits and exit passageway.

Glass facade shall be in accordance with the following:

- a) For fully sprinklered building having fire separation of 9 m or more, tempered glass in a non-combustible assembly, with ability to hold the glass in place, shall be provided. It shall be ensured that sprinklers are located within 600 mm of the glass facade providing full coverage to the glass.

NOTE- In case of all other buildings, fire resistance rating of glass facade shall be in accordance with Table 1.

- b) All gaps between floor-slabs and facade assembly shall be sealed at all levels by approved fire resistance sealant material of equal rating as that of floor slab to prevent fire and smoke propagation from one floor to another.
- c) Openable panels shall be provided on each floor and shall be spaced not more than 10 m apart measured along the external wall from centre-to-centre of the access openings. Such openings shall be operable at a height between 1.2 m and 1.5 m from the floor, and shall be in the form of openable panels (fire access panels) of size not less than 1000 mm X 100 mm opening outwards. The wordings, '**FIRE OPENABLE PANEL OPEN IN CASE OF FIRE, DO NOT OBSTRUCT**' of at least 25 mm letter height shall be marked on the internal side. Such panel shall be suitably distributed on each floor based on occupant concentration. These shall not be limited to cubicle areas and shall be also located in common areas/corridors to facilitate access by the building occupants and fire personnel for smoke exhaust in times of distress.

Smoke Control of Exits :-

- a) In building design, compartmentation plays a vital part in limiting the spread of fire and smoke. The design should ensure avoidance of spread of smoke to adjacent spaces through the various leakage openings in the compartment enclosure, such as cracks, openings around pipes ducts, airflow grills and doors. In the absence of proper sealing of all these openings, smoke and toxic gases will obstruct the free movement of occupants of the building through the exits. Pressurization of staircases is of great importance for the exclusion of smoke and toxic gases from the protected exit.
- b) Pressurization is a method adopted for protecting the exits from ingress of smoke, especially in high-rise buildings. In pressurization, air is injected into the staircases, lobbies, etc., as applicable, to raise their pressure slightly above the pressure in adjacent parts of the buildings. As a result, ingress of smoke or toxic gases into the exits will be prevented. The pressurization of staircases and lift lobbies shall be adopted as given in Table 6. The pressure difference for staircases shall be 50 Pa. Pressure difference for lobbies (or corridors) shall be between 25 Pa and 30 Pa. Further, the pressure differential for enclosed staircase adjacent to such lobby (or corridors) shall be 50 Pa. For enclosed staircases adjacent to non-pressurized lobby (or corridors), the pressure differential shall be 50 Pa.

Pressurization of Staircases and Lift Lobbies

(Clause 4.4.2.5 (b) and E-2)

Sr. No.	Component	Height of Building		
		Less than 15 m	15 m to 30 m	More than 30
(1)	(2)	(3)	(4)	(5)
i)	Internal staircases not with external wall	Pressurized except for residential buildings (A-2 and A-4)	Pressurized	Pressurized
ii)	Internal staircase with external wall	Pressurized except for residential	Naturally ventilated or Pressurized	Cross-ventilated or Pressurized

		buildings (A-2 and A-4) or Naturally ventilated		
iii)	Lift lobby	Not required at ground and above. However lift lobby segregation and pressurization is required for lift commuting from ground to basement	Naturally ventilated or Pressurized ¹⁾	Cross-ventilated or Pressurized ¹⁾
<p>NOTES :</p> <p>1. The natural ventilation requirement of the staircase shall be, achieved through opening at each landing, of an area 0.5 m² in the external wall. A cross ventilated staircase shall have 2 such openings in opposite/adjacent walls or the same shall be cross-ventilated through the corridor.</p> <p>2. Enclosed staircase leading to more than one basement shall be pressurized.</p> <p>¹⁾ Lift lobby with fire doors (120 min) at all levels with pressurization of 25-30 PA is required. However, if lift lobby cannot be provided at any of the levels in air conditioned buildings or in internal spaces where funnel/flue effect may be created, lift hoistway shall be pressurized at 50 Pa. For building greater than 30 m, multiple point injection air inlets to maintain desired pressurization level shall be provided. If the lift lobby, lift and staircase are part of firefighting shaft, lift lobby necessary has to be pressurized in such case, unless naturally ventilated.</p>				

- c) Equipment and ductwork for staircase pressurization shall be in accordance with one of the following:
- 1) Directly connected to the stairway by ductwork enclosed in non-combustible construction.
 - 2) If ducts used to pressurize the system are passed through shafts and grills are provided at each level, it shall be ensured that hot gases and smoke from the building cannot ingress into the staircases under any circumstances.
- d) The normal air conditioning system and the pressurization system shall be designed and interfaced to meet the requirements of emergency services. When the emergency pressurization is brought into action, the following changes in the normal air conditioning system shall be effected:
- 1) Any re-circulation of air shall be stopped and all exhaust air vented to atmosphere.
 - 2) Any air supply to the spaces/areas other than exits shall be stopped.
 - 3) The exhaust system may be continued provided
 - i) The positions of the extraction grills permit a general air flow away from the means of egress;
 - ii) The construction of the ductwork and fans is such that, it will not be rendered inoperable by hot gases and smoke; and
 - iii) There is no danger of spread of smoke to other floors by the path of the extraction system which can be ensured by keeping the extraction fans running.
- e) For pressurized stair enclosure systems, the activation of the systems shall be initiated by signalling from fire alarm panel.
- f) Pressurization system shall be integrated and supervised with the automatic/manual fire alarm system for actuation.
- g) Wherever pressurized staircase is to be connected to unpressurized area, the two areas shall be segregated by 120 min fire resistant wall.
- h) Fresh air intake for pressurization shall be away (at least 4 m) from any of the exhaust outlets/grille.

Smoke Control:-

Smoke Exhaust and Pressurization of Areas above Ground -

Corridors in exit access (exit access corridor) are created for meeting the requirement of use, privacy and layout in various occupancies. These are most often noted in hospitality, health care occupancies and sleeping accommodations. Exit access corridors of guest rooms and indoor patient department/areas having patients lacking self-preservation and for sleeping accommodations such as apartments, custodial, penal and mental institutions, etc., shall be provided with 60 min fire resistance wall and 20 min self-closing fire doors along with all fire stop sealing of penetrations. Smoke exhaust system having

make-up air and exhaust air system or alternatively pressurization system with supply air system for these exit access corridors shall be required. Smoke exhaust system having make-up and exhaust air system shall also be required for theatres/auditoria. Such smoke exhaust system shall also be required for large lobbies and which have exit through staircase leading to exit discharge. This would enable eased exit of people through smoke controlled area to exit discharge. All exit passageway (from exit to exit discharge) shall be pressurized or naturally ventilated. The mechanical pressurization system shall be automatic in action with manual controls in addition. All such exit passageway shall be maintained with integrity for safe means of egress and evacuation. Doors provided in such exit passageway shall be fire rated doors of 120 min rating. Smoke exhaust system where provided, for above areas and occupancies shall have a minimum of 12 air changes per hour smoke exhaust mechanism. Pressurization system where provided shall have a minimum pressure differential of 25-30 Pa in relationship to other areas. The smoke exhaust fans in the mechanical ventilation system shall be fire rated, that is, 250°C for 120 min. For naturally cross-ventilated corridors or corridors with operable windows, such smoke exhaust system or pressurization system will not be required.

Smoke Exhaust and Pressurization of Areas below Ground –

Each basement shall be separately ventilated. Vents with cross-sectional area (aggregate) not less than 2.5 percent of the floor area spread evenly round the perimeter of the basement shall be provided in the form of grills, or breakable stall board lights or pavement lights or by way of shafts. Alternatively, a system of mechanical ventilation system may be provided with following requirements:

- a) Mechanical ventilation system shall be designed to permit 12 air changes per hour in case of fire or distress call. However, for normal operation, air changes schedule shall be as given in Part 8 'Building Services, Section 3 Air Conditioning, Heating and Mechanical Ventilation' of the Code.
- b) In multi-level basements, independent air intake and smoke exhaust shafts (masonry or reinforced concrete) for respective basement level and compartments therein shall be planned with its make-up air and exhaust air fans located on the respective level and in the respective compartment. Alternatively, in multi-level basements, common intake masonry (or reinforced cement concrete) shaft may serve respective compartments aligned at all basement levels. Similarly, common smoke exhaust/outlet masonry (or reinforced cement concrete) shafts may also be planned to serve such compartments at all basement levels. All supply air and exhaust air fans on respective levels shall be installed in fire resisting room of 120 min. Exhaust fans at the respective levels shall be provided with back draft damper connection to the common smoke exhaust shaft ensuring complete isolation and compartmentation of floor isolation to eliminate spread of fire and smoke to the other compartments/floors.
- c) Due consideration shall be taken for ensuring proper drainage of such shafts to avoid insanitation condition. Inlets and extracts may be terminated at ground level with shall board or pavement lights as before. Stall board and pavement lights should be in positions easily accessible to the fire brigade and clearly marked '**AIR INLET**' or '**SMOKE OUTLET**' with an indication of area served at or near the opening.
- d) Smoke from any fire in the basement shall not obstruct any exit serving the ground and upper floors of the building.
- e) The smoke exhaust fans in the mechanical ventilation system shall be fire rated, that is, 250°C for 120 min.
- f) The smoke ventilation of the basement car parking areas shall be through provision of supply and exhaust air ducts duly installed with its supports and connected to supply air and exhaust fans. Alternatively, a system of impulse fans (jet fans) may be used for meeting the requirement of smoke ventilation complying with the following:
 - 1) Structural aspects of beams and other down stands/services shall be taken care of in the planning and provisions of the jet fans.
 - 2) Fans shall be fire rated, that is, 250°C for 120 min.
 - 3) Fans shall be adequately supported to enable operations for the duration as above.
 - 4) Power supply panels for the fans shall be located in fire safe zone to ensure continuity of power supply.

- 5) Power supply cabling shall meet circuit integrity requirement in accordance with accepted standard [4(13)].

The smoke extraction system shall operate on actuation of flow switch actuation of sprinkler system. In addition, a local and/or remote 'manual start-stop control/switch' shall be provided for operations by the fire fighters. Visual indication of the operation status of the fans shall also be provided with the remote control. No system relating to smoke ventilation shall be allowed to interface or cross the transformer area, electrical switchboard, electrical rooms or exits. Smoke exhaust system having make-up air and exhaust air system for areas other than car parking shall be required for common areas and exit access corridor in basements/underground structures and shall be completely separate and independent of car parking areas and other mechanical areas. Supply air shall not be less than 5 m from any exhaust discharge openings.

CAR PARKING FACILITIES: GENERAL

- a) Where both parking and repair operations are conducted in the same building, the entire building shall comply with the requirements for group G occupancies, unless the parking and repair sections are effectively separated by separation walls of 120 min.
- b) Floor surface shall be non-combustible, sloping towards drains to remove accumulation of water.
- c) Those parts of parking structures located within, immediately above or below, attached to, or less than 3 m away from a building used for any other purpose shall be separated by fire resistant walls and floors having fire resistance rating not less than 120 min. This shall exclude those incidental spaces which are occupied by cashier, attendant booth or those spaces used for toilets, with a total area not exceeding 200 m².
- d) Vehicle ramps shall not be considered as exists unless pedestrian facilities provided.
- e) Other occupancies like fuel dispensing, shall not be allowed in the building. Car repair facilities, if provided, shall be separated by 120 min fire resistance construction.
- f) In addition to fire protection requirements as per table 7, appropriate fire detection and suppressions systems shall be provided for the protection of hydraulic oil tank and pumps located below ground level for operation of car lifts.
- g) Means of egress shall meet the requirements specified

OPEN PARKING STRUCTURES (INCLUDING MULTY-LEVEL PARKING AND STILT PARKING)

- a) The term of open parking structure specifies the degree to which the structures exterior walls must have openings. Parking structures that meet the definition of the term open parking structure provide sufficient area in exterior walls to vent the products of combustion to a greater degree than enclosed parking structure.
- b) A parking structure having each parking level wall openings open to the atmosphere, for an area of not less than 0.4 m² for each linear meter of its exterior perimeter shall be constructed as open parking structure. Such openings shall be distributed over 40 percent of the building perimeter or uniformly over two opposing sides. Interior wall lines shall be at least 20 percent open, with openings distributed to provide ventilation, else, the structure shall be deemed as enclosed parking structures.

NOTE :- A car park located at the stilt level of a building (not open to sky) can be considered an open or an unenclosed car park if any part of the car park is within 30 m of a permanent natural ventilation opening and any one of the following is complied with towards the permanent natural ventilation requirement :-

- i. 50 percent of the car park perimeter shall be open to permanent natural ventilation.
 - ii. At least 75 percent of car park perimeter is having the 50 percent natural ventilation opening.
- c) All stilt parking are required to be provided with sprinkler system where such buildings are required to be sprinklered.
 - d) Open parking structures are not required to be provided with compartmentation.
 - e) Open car parking (open to sky) within building complex having fire hydrant systems shall also need to be protected with yard hydrant installation system in accordance with good practice. [4(29)].

ENCLOSED PARKING STRUCTURES

- a) Those car parking structures which are enclosed on all sides and on top, not falling within the definition of open car parking [see **H-3** (b)] and also those situated in the basements shall be known as enclosed car parking structures.
- b) All sprinklers in car parking shall be standard response type with minimum K-Factor of 80, area coverage of 9 m² and designed as per good practice [4(20)].
- c) For the basement car parking, compartmentation can be achieved, with fire barrier or with water curtain nozzle (K-23) or with combination thereof. Automatic deluge system comprising deluge valve, piping, nozzles, etc shall be used to zone the compartment in case of water curtain system. In case of water curtain, existing water storage shall be supplemented by water demand for water curtain nozzles for 60 min considering the largest compartments perimeter out of all compartments of car parking in any of the basements.
- d) The water supply for the water curtain nozzles shall be through independent electric pump of adequate capacity (flow and head) with piping/riser for the water supply to the nozzles.
- e) The water curtain shall be operated by the actuation of flow switch actuating sprinkler system.
- f) For smoke ventilation requirement of car parking.
- g) All fire exit doors from the car parking to exits shall be painted green and shall display exit signage.

FIRE FIGHTING SHAFT (FIRE TOWER) :-

- An enclosed shaft having protected area of 120 min fire resistance rating comprising protected lobby, staircase and fireman's lift, connected directly to exit discharge or through exit passageway with 120 min fire resistance wall at the level of exit discharge to exit discharge.
- These shall also serve the purpose of exit requirement / strategy for the occupants.
- The respective floors shall be approachable from fire-fighting shaft enabling the fire fighters to access the floor and also enabling the fire fighters to assist in evacuation through fireman's lift.
- The firefighting shaft shall be equipped with 120 min fire doors.
- The firefighting shaft shall be equipped with firemen talk back, wet riser and landing valve in its lobby, to fight fire by fire fighters

Service Ducts and Shafts :-

- Openings in walls or floors which are necessary to be provided to allow passages of all buildings services like cables, electrical wirings, telephone cables, plumbing pipes, etc. shall be protected by enclosure in the form of ducts/shafts having a fire resistance not less than 120 min. The inspection door for electrical shafts/ducts shall be not less than 120 min. Further, medium and low voltage wiring running in shafts/ducts, shall either be armoured type or run through metal conduits.
- The space between the electrical cables/conduits and the walls/slabs shall be filled in by a fire stop material having fire resistance rating of not less than 120 min. This shall exclude requirement of fire stop sealing for low voltage services shaft.
- For plumbing shafts in the core of the building, with shaft door opening inside the building, the shafts shall have inspection doors having fire resistance rating not less than 30 min.
- For plumbing shafts doors which open in wet areas or in naturally ventilated areas or on external wall of the building, the shafts may not require doors having any specified fire rating.

NOTE- In the case of buildings where it is necessary to lower or lift heavy machinery or goods from one floor to the other, it may be necessary to provide larger openings in the floor. Such openings shall be provided with removable covers which shall have the same strength and fire resistance as the floor.

Fire or Fire/Smoke Dampers:-

- These dampers shall be evaluated to be located in supply air ducts, fresh air and return air ducts/passages at the following points:
 - At the fire separation wall,
 - Where ducts/passages enter the vertical shaft,
 - Where the ducts pass through floors, and
 - At the inlet of supply air duct and the return air duct of each compartment on every floor.

- Damper shall be of motorized type/fusible link. Damper shall be so installed to provide complete integrity of the compartment with all passive fire protection sealing. Damper should be accessible to maintain, test and also replace, if so required. Damper shall be integrated with Fire Alarm Panel and shall be sequenced to operate as per requirement and have interlocking arrangement for fire safety of the building. Manual operation facilities for damper operation shall also be provided.

Hazardous Areas, Gaseous, Oil Storage Yard, ETC.:-

- Rooms containing high pressure boilers, refrigerating machinery, transformers or other service equipment subject to possible explosion shall not be located directly under or adjacent to exits.
- All such rooms shall be effectively cut-off from other parts of the building and shall be provided with adequate vents to the outside air.
- All rooms or areas of high hazard in addition to those hereinbefore mentioned, shall be segregated or shall be protected with fire resistance walls having fire rating of 120 min as fire, explosion or smoke therefrom is likely to interfere with safe egress from the building. Further,
- Each building shall be provided with an approved outside gas shut-off valve conspicuously marked. The detailed requirements regarding safe use of gas shall be as specified in Part 9 'Plumbing Services, Section 4 Gas Supply' of the Code; and
- All exterior openings in a boiler room or rooms containing central heating equipment, if located below opening in another storey or if less than 3 m from other doors or windows of the same building shall be protected by a fire assembly. Such assemblies shall be fixed, automatic or self-closing.

THE H.S.D & F.O. STORAGE TANK AREA:

1. The design, construction & installation of "A" class "B" Class & "C" class petroleum storage tank should be as per the specification laid down by **Chief Controller of Explosives. Approval from C.C.E. must be obtained.**
2. Sufficient Distance from all the sides of tank should be kept and barbed wire fencing should be provided of minimum 1.5 Mtr. Height.
3. Caution boards "**DANGER**" and "**NO SMOKING**" should be displayed on the gate of the fence yard.
4. Vent pipe of the storage tank should be provided as per the specification laid down in relevant standard.
5. The surface of the tank farm area should be made up surface & no grass or shrubs shall be allowed to grow within the tank farm area.
6. Two water monitors & two hydrant points shall be installed around the tank farm area diagonally opposite to each other. The jet of the monitors should reach the top most part of the highest tank in tank farm area. The peripheral ring with sprinklers shall be provided to each tank in tank farm area.
7. The lightning arrestor shall be installed on the highest part of the tank farm area.
8. All electrical fittings, fixtures in "A", "B", "C" class petroleum storage, loading/unloading pumps must be strictly flame proof & must be conforming to relevant IS specifications.
9. The tankers entering in to "A", "B", "C" class loading/unloading shall be provided with spark arrester on the silencer and proper earthing facility shall be provided to the tanker while loading/unloading. The water spray system shall be provided to loading / unloading platform.
10. Proper earthing shall be provided to storage tanks, pipelines, loading/unloading gadgets to dissipate the static current generated during the transportation of hydrocarbons.
11. The Storage tank should be as per the specification laid down by C.C.E. & approval of Chief Controller of Explosives must be obtained.
12. **The barbed wired fencing of 1.5 M height should be provided to Solvent Storage Yard.** The gate shall be painted in "**RED**" colour & it shall be kept always in locked position to avoid the entry of unauthorised person. The key of the storage yard shall be kept with responsible person of the Company.
13. Caution boards like "**Danger**", "**No smoking**" shall be displayed on the gate of fence yard.
14. The marginal space around the tank farm should be kept free from any obstructions as per the drawing approved by Chief Controller of Explosives.

15. The surface of the tank farm area should be made up surface & no grass or shrubs shall be allowed to grow within the tank farm area.
16. The proper Earthening facility shall be provided to the tanks installed in tank farm area as well as the truck while loading/unloading the F.O. The spark arrestor shall be provided to the silencer of the truck before entering the premises.

KITCHEN AREA (LPG Storage):

- **Guidelines for Commercial Kitchens (Annexure-G) Clause No. 6 of Part IV NBC 2016 shall be followed**
- If L.P.G. is used for cooking purpose in canteen the L.P.G. pipelines & fittings & accessories used shall be strictly conforming to **IS: 6044 Part-I**. The L.P.G. pipeline & related installation shall be done by reputed and authorized agency. The agency shall issue a certificate that the work is carried out as per **IS: 6044 Part-I**.
- The L.P.G. storage area shall be provided with a separate shed painted in “**RED**” colour, “**Danger**” “**No-Smoking**” signs shall be painted on the door of L.P.G. shed. The shed should be always kept in lock and key & the key of the L.P.G. shed shall be kept with responsible person of the company.
- Minimum Two Exits should be provided diagonally opposite to each other.
- **4 Nos. of DCP Fire Extinguishers of 10 Kgs each should be provided near LPG Battery.**

Guidelines for Firefighting pump house

The requirements shall be as given below:

- It is preferable to install the pump house at ground level. Pump house shall be situated so as to be directly accessible from the surrounding ground level.
- Pump house shall be installed not lower than the second basement. When installed in the basement, staircase with direct accessibility (or through enclosed passageway with 120 min fire rating) from the ground, shall be provided. Access to the pump room shall not require to negotiate through other occupancies within the basement.
- Pump house shall be separated by fire walls all around and doors shall be protected by fire doors (120 min rating).
- Pump house shall be well ventilated and due care shall be taken to avoid water stagnation.
- No other utility equipment shall be installed inside fire pump room.
- Insertions like flexible couplings, bellows, etc, in the suction and delivery piping shall be suitably planned and installed.
- Installation of negative suction arrangement and submersible pumps shall not be allowed.
- Pump house shall be sufficiently large to accommodate all pumps, and their accessories like PRVs, installation control valve, valves, diesel tank and electrical panel.
- Battery of diesel engine operated fire pump shall have separate charger from emergency power supply circuit.
- Exhaust pipe of diesel engine shall be insulated as per best engineering practice and taken to a safe location at ground level, considering the back pressure.
- Fire pumps shall be provided with soft starter or variable frequency drive starter.

ELECTRICAL SERVICES:

1. For the requirements regarding installations from the point of view of Fire Safety, guidelines should be followed as mentioned in **IS Standard :1646 Code of practice for Fire safety Buildings : Electrical Installations.**
2. The electric distribution cables/wiring shall be laid in separate duct. The duct shall be sealed at every alternate floor with non-combustible materials having same fire resistance as that of the duct.
3. **Water mains, telephone lines, intercom lines, gas pipes or any other service lines shall not be laid in the duct of electric cables.**
4. Separate circuits for water pumps, staircase & corridor lighting shall be provided directly from the main switch gear panel and these circuits shall be laid in separate conduit pipes so that fire in one circuit will not affect the others.
5. The inspection panel doors and any other opening in the shaft shall be provided with **air tight doors having fire resistance of not less than 2hrs.**
6. Medium & low voltage wiring running in shaft and within fall ceiling shall run in metal conduit.

7. An independent & well-ventilated service room shall be provided on the ground floor with direct access from outside or from the corridor for the purpose of termination of electric supply. **The doors provided for the service room shall have fire resistance of not less than two hours.**

Electrical services shall conform to the following: (High Rise building)

- a) The electric distribution cables/wiring shall be laid in a separate duct. The duct shall be sealed at every floor with non-combustible materials having the same fire resistance as that of the duct. Low and medium voltage wiring running in shaft and in false ceiling shall run in separate conduits;
- b) Water mains, telephone lines, intercom lines, gas pipes or any other service line shall not be laid in the duct for electrical cables; use of bus ducts/solid rising mains instead of cables is preferred;
- c) Separate circuits for firefighting pumps, lifts, staircases and corridor lighting and blowers for pressurizing system shall be provided directly from the main switch gear panel and these circuits shall be laid in separate conduit pipes, so that fire in one circuit will not affect the others. Such circuits shall be protected at origin by an automatic circuit breaker with its no-volt coil removed. Master switches controlling essential service circuits shall be clearly labeled;
- d) The inspection panel doors and any other opening in the shaft shall be provided with air-tight fire doors having fire resistance of not less than 2 h;
- e) Medium and low voltage wiring running in shafts, and within false ceiling shall run in metal conduit. Any 230 V wiring for lighting or other services, above false ceiling, shall have 660 V grade insulation. The false ceiling, including all fixtures used for its suspension, shall be of non-combustible material and shall provide adequate fire resistance to the ceiling in order to prevent spread of fire across ceiling reference may be made to good practice.
- f) An independent and well ventilated service room shall be provided on the ground level or first basement with direct access from outside or from the corridor for the purpose of termination of electric supply from the licensees' service and alternative supply cables. The doors provided for the service room shall have fire resistance of not less than 2 h;
- g) If the licensees agree to provide meters on upper floors, the licensees' cables shall be segregated from consumers' cables by providing a partition in the duct. Meter rooms on upper floors shall not open into stair case enclosures and shall be ventilated directly to open air outside; and
- h) Suitable circuit breakers shall be provided at the appropriate points.

Guidelines for Substation/Transformers

- Areas in substation shall not be used as storage/dump areas or for other utility purposes other than those required for the functioning of the substation.
- The substation area should be adequately ventilated.
- An independent, ventilated or air conditioned MV panel room shall be provided on the ground level or first basement. This room shall be provided with access from outside (or through exit passageway accessible from outside). The MV panel room shall be provided with fire resistant walls and doors of fire resistance of not less than 120 min.
- If the licensees agree to provide meters on upper floors, the licensees cables shall be segregated from consumers cables by providing a partition in the shaft.
- Meter rooms on upper floors shall not open into staircase enclosures and should be ventilated directly to open air outside or in electrical room of 120 min fire resistant walls.
- Electrical MV main distribution panel and lift panels shall be provided with CO2/inert gas flooding system for all panel compartments with a cylinder located beside the panel.

Oil filled substation

- A substation or a switch-station with oil filled equipment shall be limited to be installed in utility building or in outdoor location. Such substation/utility building shall be at least 7 m away from the adjoining building(s).
- Substation equipment (exceeding oil capacity of 2 000 litre) in utility building shall have fire rated baffle walls of 240 min rating constructed between such equipment, raised to at least 600 mm above the height of the equipment

(including height of oil conservators) and exceeding 300 mm on each side of the equipment.

- All transformers where capacity exceeds 10 MVA shall be protected by high velocity water spray systems or nitrogen injection system.

Dry type substation

- Transformers located inside a building shall be of dry type and all substation/switch room walls, ceiling, floor, opening including doors shall have a fire resistance rating of 120 min.
- Access to the substation shall be provided from the nearest fire exit/exit staircase for the purpose of electrical isolation.

In addition to the above, all provision under the D.C. Rules of MIDC and N.B.C. shall be strictly adhered, also if any change in activity or Proposed expansion or Subletting of Plot or Transfer of Plot, NOC from this department is essential.

This is a **Provisional No Objection Certificate**. After providing the above fire prevention and protection system and after compliance of above recommendations inspection of the premises & fire prevention & protection arrangements will be carried out by this department and after satisfactory compliance “**Final No Objection Certificate**” will be issued. **This “Provisional No-Objection Certificate” will be treated valid for the period of one year from the date of issue.**

Details of “Fire Protection Fund Fees” are as follows:

	Total Amount	Advance “Fire Protection Fund fees” paid by M/s. STT GLOBAL DATA CENTRES INDIA PVT. LTD. vide receipt no. MCH/7579/2021, Dt. 12-10-2021.	Balance “Fire Protection Fund fees” needs to be recovered by SPA
(i)	(ii)	(iii)	(iv)
Initial “Fire Protection Fund fees”	Rs. 9,18,312.80 /-	Rs. 75,000.00/-	Rs. 8,43,312.80 /-
Additional “Fire Protection Fund fees”	Rs. 59,97,126.70 /-	Rs. 00.00/-	Rs. 59,97,126.70 /-
Total	Rs. 69,15,439.50 /-	Rs. 75,000.00/-	Rs. 68,40,439.50 /-

The undersigned reserves the right to amend any additional recommendations deemed fit during the stage wise inspection due to the statutory provisions amended from time to time and in the interest of the protection of the company.

Thanking you.

Yours faithfully,

Santosh S Warick
Digitally signed
by Santosh S Warick
Date: 2021.12.28
15:54:29 +05'30'

(S.S. Warick)
Chief Fire Officer & Fire advisor
MIDC, Mumbai - 400093.

Copy to The Executive Engineer, MIDC, Sub Division Mahape (SPA), for information. He is requested to recover the Balance fees mentioned in column no. (iv) of above table before issuing work commencement certificate/plan approval.

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)



No. MIDC/IFMS/THANE I/E&MD/ EETHane2 /
2022/ A57516
Office of the Executive Engineer, M.I.D.C.,
Division No.2, Mahape, Navi Mumbai
Date: 17/02/2022.

To,
M/s. STT Global Data Centres India Pvt. Ltd.,
Plot No. Gen-51 & Gen-51 Part,
MIDC ,TTC Industrial Area,
Turbhe, Navi Mumbai.

Sub :- TTC Industrial Area.....
Permission for felling & transplantation of trees on Plot
no. Gen-51 & Gen-51 Part.

Ref :- Your application vide No. SWC/14/522/20211218/799742.

Dear Sir,

Since Tree Authority of MIDC has approved the proposal on the said plot and you have also paid tree authority fund of Rs. 6000/- (SGST+ CGST) vide Receipt No. GL22483142 date 18/12/2021 & Security deposit of Rs. 3410000/- vide Receipt No. GL22585408.dated 08/02/2022, permission for felling of 94 nos. of trees & transplantation of 247 nos. of trees. is hereby granted as shown in the tree layout drawing attached herewith subject to following conditions:

- 1) You have to fell the trees by planting additional trees with the ratio of 1:5 or more trees against approval given for felling trees as shown in the drawing.
- 2) You have to replant the trees and additionally plant new trees with the ratio 1:3 i.e. or more trees against approval given for re-plantation of trees as shown in the drawing.
- 3) The Security Deposit shall be refunded after three years, subject to following conditions.
 - i) It shall be the duty of applicant/owner to see the growth of trees and shall give the report to the Tree Officer once in a six month about the condition of trees for a period of three years.
 - ii) In case of failure, the Tree Officer will initiate action as per the Maharashtra (Urban Areas) Protection & Preservation of Tree Act (1975) as mentioned in affidavit & modified act on 16th Jan. 2017.
- 4) The felling & disposal of tree is at the risk & cost of the applicant.

- 5) Whoever fells any tree or causes any tree to be felled in contraventions of the provisions of the act or without reasonable excuse fails to comply with any order issued or condition imposed by the Tree Officer or the Tree authority or voluntarily obstructs any member of the Tree Authority or the Tree officer or any Officer and Servant, subordinate to him in the discharge of their functions under this Act, shall, on conviction, be punished with the fine of not less than one thousand rupees which may extend up to five thousand rupees for every offence and also with imprisonment for a term of not less than one week.
- 6) The felling or causing of felling of each tree without the permission of the Tree Authority shall constitute a separate offence.
- 7) In addition to above you have to submit Bank Guarantee of Rs. 1,20,000/- (Rs. 30,000/- per High Risk Tree proposed for felling/ transplantation) drawn on National Bank/ Scheduled Bank (Axis Bank Limited) in favour of Executive Engineer, MIDC, Division No. II, Mahape vide Bank Guarantee No. 13940100016221 Dt.16/02/2022 expiry date 07/04/2024 and necessary undertaking in the form D within one week from the date of issue of this permission failing of which permission granted by this letter will be withdrawn without giving any notice.

You are hereby directed to submit the photographs and the CD of the transplantation of the trees, so as to ensure proper transplantation of trees.

As per Maharashtra (Urban Area) Protection & Prevention of Trees ACT, 1975 Section 8(6), 11(1) it is the duty of owner or occupiers of the land to preserve the existing trees. Permission for trimming of Nil Nos of trees is granted on the basis of trees obstructing the construction of building and drive way on the said plot. The allottee shall trim the trees for which Tree Authority MIDC has granted permission scientifically. The terms & conditions for scientifically trimming of trees approved for trimming are as below:-

- 1) Stem of trees & main branches of trees shall not be injured. You are responsible for any injury to trees as per Section (2) of Trees ACT, 1975.
- 2) Allottee shall see that there is no nest of birds or any habitat of wildlife on branches to be trimmed; you are responsible as per Wildlife Protection ACT, 1972.
- 3) Before trimming branches there shall not be any flowering, blossoming, and fruit bearing on the branches of trees. The action will be as per Environment (Protection) ACT, 1986.

- 4) Tree branches trimming shall be as per National Green Tribunal writ petition no. 156/2016 Para no. 13.
- 5) Trimming of branches shall be with hack saw or any horticulturist equipment & Bodo paste (anti algae) shall be applied on trimmed affected area of branches.
- 6) No trees permitted for trimming shall be without leaves as per Trees ACT, 1975.
- 7) Trimming of trees permitted shall not cause death of trees as per Trees ACT, 1975.
- 8) It is the responsibility of owner/occupier to trim the trees with own decision & own expenses required for trimming the permitted trees. The trimmed branches shall be disposed off at your risk & cost. The expenses shall be on your account for disposing the trimmed branches.
- 9) It is your responsibility to submit photographs of permitted trimmed trees within 7 days after trimming of trees.
- 10) No concretization/asphalting/ fixing tiles/paver blocks shall be permitted around the stem of trees within 1 mtr. dia. circle around trees.
- 11) No trees shall be trimmed until fifteen days from the date of issue of this letter.

If you fail to follow the terms & conditions laid down as above and as per act of Maharashtra (Urban Area) Protection & Prevention of Trees ACT, 1975 the action under Section 21(1) will be initiated. Please note.

Rajaram
Rathod

Tree officer & SPA
Executive Engineer
MIDC, Division No. II, Mahape

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- Copy submitted for favour of information to:
 - 1) The C. P. MIDC, Mumbai, Andheri(E), Mumbai -93
 - 2) The Member Secretary, Tree Committee, MIDC & Associate planner, MIDC, Andheri (E), Mumbai - 93.
- Copy to Deputy Engineer, MIDC Sub Dn. I, Mahape
- Copy to Guard file.

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)

OFFICE: Office of the Executive Engineer,
MIDC, Division II, Mahape
Navi Mumbai – 400 710.

EMAIL : ee@midcindia.org



EE/Dn II/MHP/SPA/ A33091 /of 2022,
Office of the Executive Engineer & SPA
MIDC, Division-II, Mahape, Navi Mumbai.
Date :- 28 /01/2022.

To,
M/s. STT Global Data Centres Pvt. Ltd.
Plot No. Gen-51 & Gen-51 Part,
TTC Industrial Area,
Navi Mumbai.

Sub : Permission to demolish Existing Factory Building Plot No. Gen-51 & Gen-51 part, in TTC Indl. Area., Navi Mumbai.

Ref : 1) Your letter for demolition Permission dt 20/01/2022.

Dear Sir,

You have submitted an application for permission to demolish Factory Building on Plot No. Gen- 51 & Gen-51 part in TTC Indl. Area vide letter under reference. As per drawing attached with your application you have proposed to demolish Factory Building having BUA **3408.32 Sqm.** for which BCC is issued vide no. TBP/358/51/3908/1984 Dt.30/11/1984. Since you have furnished the indemnity bond on Rs 100/- stamp paper and also paid scrutiny fee of Rs. 1180.00 vide receipt no. DV002180Q006814 dt. 28/01/2022, permission to demolish the existing Factory Building having built up area of **3408.32 Sqm.** of on Plot No Gen-51 & Gen-51 part is hereby granted subject to following conditions :

1. The demolition work shall be carried out at your risk and cost.
2. No person who proposes to take down a building or a part thereof, shall commence doing so without providing, in addition to hord or fence which he may be required to provide, screen extending to the full height of such building on all sides thereof so as to prevent pollution of the surrounding air with dust or injury or damage caused by the falling of any debris, brick, wood and other material.
3. The debris of the said demolition shall be disposed outside MIDC area in the safe and proper way.
4. Please note that in no case the debris shall be disposed off on MIDC road land width. It shall also be ensured that all safety measures of the workers are taken during the demolition work.
5. It is the responsibility of the allottee to obtain consent and permission of authority where the debris material is proposed to be dumped prior to dumping. No dumping shall be allowed at any other places than proposed. The necessary permissions for disposal of the debris shall be obtained from the local bodies .The copy of the

same shall be submitted to this office before actually starting the removal of debris from site.

6. The fresh building plans for the new structure shall be got approved from this office before start of re-development of plot.
7. The water rate will be applicable 1.5 times the normal water rate till you obtain B.C.C. & O.C. from this office for proposed new development work.
8. As per transfer order issued by Area Manger, Mahape vide letter no. C78730 Dt. 28/06/2021, at sr. No. (h), you have to obtain BCC & Start activity within a period of 3 years from the date of issue of transfer order.

Thanking you,

Yours faithfully,

Rajaram

Rathod

Executive Engineer
Special Planning Authority
MIDC, Division II, Mahape.

Copy to Deputy Engineer, Sub Dn. I, Mahape for information.
Copy to guard file.



भारत सरकार

Government of India

वाणिज्य और उद्योग मंत्रालय

Ministry of Commerce & Industry

पेट्रोलियम तथा विस्फोटक सुरक्षा संगठन (पैसो)

Petroleum & Explosives Safety Organisation (PESO)

ए-1 और ए-2 विंग, पाँचवा तल, केंद्रीय कार्यालय परिसर, सी.बी.डी. बेलापुर

नवी मुंबई (महा.)- 400614

A1 & A2 wing, 5th Floor, C.G.O. complex, CBD Belapur, Navi Mumbai (M.S.),
Mumbai - 400614

E-mail :

jtccemumbai@explosives.gov.in

Phone/Fax No : [022 -](tel:022-27575946)

[27575946,27573881](tel:27575946)

संख्या /No : **A/P/WC/MH/15/3366 (P525818)**

दिनांक /Dated : **12/01/2022**

सेवा में

/To,

**M/s. ST T GLOBAL DATA CENTRES INDIA PRIVATE LIMITED,
3 RD FLOOR, TOWER B , C-21&C-36, G BLOCK,, BANDRA,,
3RD FLOOR, TOWER B , C-21, &C-36, G BLOCK, BANDRA
MUMBAI,
Mumbai,
Taluka: Mumbai,
District: MUMBAI
State: Maharashtra
PIN: 400098**

विषय **M/s. ST T GLOBAL DATA CENTRES INDIA PRIVATE LIMITED,**

/Sub : **Plot No, A-GEN-51 and 51/PART, Kopar khairne, khairne, Thane, Taluka: Thane, District:**

THANE, State: Maharashtra, PIN: 400710 में प्रस्तावित पेट्रोलियम वर्ग B अधिष्ठापन के अनुमोदन के सम्बन्ध में ।

Proposed Petroleum Storage Class B Installation at **Plot No, A-GEN-51 and 51/PART, Kopar khairne, khairne, Thane, Taluka: Thane, District: THANE, State: Maharashtra, PIN: 400710**
Approval Regarding.

महोदय

/Sir(s),

कृपया आपके पत्र क्रमांक **OIN972983** दिनांक **05/01/2022** का अवलोकन करें ।

Please refer to your letter No. **OIN972983** dated **05/01/2022**

Drawing(s) nos. **SEI-017** dated **12/12/2021**, **SEI-011** dated **12/12/2021**, अनुमोदित किया जाता है तथा प्रत्येक आरेखण की एक प्रति विधिवत पृष्ठांकित कर लौटाई जा रही है ।

The Drawing(s) nos. **SEI-017** dated **12/12/2021**, **SEI-011** dated **12/12/2021**, showing the site and layout etc. of the specified installation is/are approved and one copy of the same is returned herewith

in token of approval.

अग्रिम कार्रवाई हेतु इस कार्यालय को प्रेषित करें ।

The following documents which are necessary for the grant of a licence in Form XV under Petroleum Rules, 2002 for the subject installation may please be submitted to this office for further action in the matter.

1. प्ररूप IX (संलग्न)में विधिवत भरा हुआ एवं हस्ताक्षरित आवेदन।
An Application in Form IX (enclosed) duly filled in and signed.
2. पेट्रोलियम नियम 2002 के तहत ऑनलाइन आवेदन पोर्टल पर उपलब्ध ई-भुगतान सुविधा के माध्यम से अनुज्ञप्ति शुल्क रु **30500/-**(प्रति वर्ष – अधिकतम 10 वर्ष तक) ऑनलाइन जमा किया जाना है ।
A license fee of Rs. **30500/-** (per year - maximum upto 10 years) to be submitted online through e-payment facility available on online application portal under petroleum Rules, 2002.
3. अनुमोदित प्लान की ब्लू प्रिंट या सीएडी (CAD) प्रिंट में चार प्रतियाँ।
Four copies of the approved plans in blue print or cad print incorporating the conditions, of approval if any, without any ink corrections, duly signed by the authorised signatory
4. इस संगठन द्वारा मान्यता प्राप्त सक्षम व्यक्ति द्वारा उनके हस्ताक्षर के स्टैप सहित जारी पेट्रोलियम नियम 2002 के अंतर्गत नियम 130 और 126 में आवश्यक निर्धारित प्ररूप (संलग्न-) में सेफ्टी और टेस्ट प्रमाण-पत्र।
Safety and Test Certificate required under rule 130 and 126 of the Petroleum Rules, 2002 in the prescribed proforma (copies enclosed) issued by Competent person recognised by this organisation bearing his signature stamp.
5. पेट्रोलियम नियम के नियम 144 के अंतर्गत जिला प्राधिकारी द्वारा जारी 'अनापत्ति प्रमाण-पत्र' की मूल प्रति के साथ उनके द्वारा विधिवत हस्ताक्षरित एवं कार्यालय की मोहर लगा हुआ साईट प्लान।
Original copy of 'No Objection Certificate' from the District Authority under rule 144 of petroleum rules together with site plan duly endorsed by him with his office seal thereon.
6. कार्यालय से होनेवाले पत्राचार पर हस्ताक्षर करने के लिए अधिकृत व्यक्ति(यों) के नमूना हस्ताक्षर।
Specimen signature(s) of the person(s) authorised to sign the correspondence intended for this organisation .

जी.एस.आर. 519(ई) दिनांक 05/06/2000 द्वारा भारत सरकार, पेट्रोलियम तथा प्राकृतिक गैस मंत्रालय द्वारा अधिसूचित आदेश 2000 के 'सॉल्वेंट, रैफिनेट तथा स्लॉप (अधिग्रहण, बिक्री, भंडारण और ऑटोमोबाइल में उपयोग की रोकथाम) आवश्यकता/प्रावधान का कृपया पालन करें ।

Please follow the requirement/provision of " Solvent, Raffinate and Slop (Acquisition, Sale, Storage & Prevention of use in Automobiles)" Order 2000 notified by Government of India, Ministry of Petroleum and Natural Gas vide G.S.R. 519(E) dated 05/06/2000.

फिर भी, यह अनुमोदन/अनुमति अन्य प्राधिकारियों से आवश्यक अनुमति/क्लीयरन्स प्राप्त करने से या यथा लागू अन्य विधियों से छूट नहीं देती है ।

This approval/permission, however, does not absolve from obtaining necessary permission/clearance from other authorities or under other statutes as applicable.

भवदीय /Yours faithfully,

((डा.विवेक कुमार)
(Dr Vivek Kumar))
विस्फोटक नियंत्रक

Controller of Explosives
कृते संयुक्त मुख्य विस्फोटक नियंत्रक
For Jt. Chief Controller of Explosives
नवी मुंबई (महा.)/Mumbai

(अधिक जानकारी जैसे आवेदन की स्थिति, शुल्क तथा अन्य विवरण के लिए हमारी वेबसाइट : <http://peso.gov.in> देखें)

(For more information regarding status, fees and other details please visit our website: <http://peso.gov.in>)

Note:-This is system generated document does not require signature.

Disclaimer : This page gives the latest action taken by this organization on your application. This page is made available for the information of concerned applicant/licensee only. All efforts have been made to secure this information. However, PESO will not be responsible for any misuse of the information by unauthorized persons including the hackers.

Annexure 11 Undertaking For Plastic Free Zone



STT Global Data Centres
India Private Limited
5th Floor, Tower B, C-21 & C-36 'G' Block,
Bandra Kurla Complex
Mumbai, Maharashtra
India-400098
T +91 22 68192192
Contact@stttelemediagdc.in
CIN: U74999MH2007PTC176737

stttelemediagdc.in

Date: 14 Feb 2022

UNDERTAKING

STT Global Data Centres India Private Limited has proposed to develop a Data Center project at Plot No. 51 and 51(Part) TTC, MIDC, Village: Khairane, Dist: Thane - 400709. It has adopted a policy for Plastic Waste Management that reflects the determination towards sensitization of its vendors and customers to achieve compliance in terms of Plastic Management to achieve Plastic Free Zone.

It hereby undertakes that it shall abide and follow all the rules and regulations as per the Maharashtra Plastic and Thermocol Products (Manufacture, Usage, Sale, Transport, Handling & Storage) Notification dated 23rd March 2018 as stated below:

- Shall not Indulge in usage and Import of banned plastics
- Ensure that all the vendors, diligently implement Extended Producer Responsibility (EPR)
- Ban on use single use disposable plastic / Thermocol items

Thanking You.

For, STT Global Data Centres India Private Limited

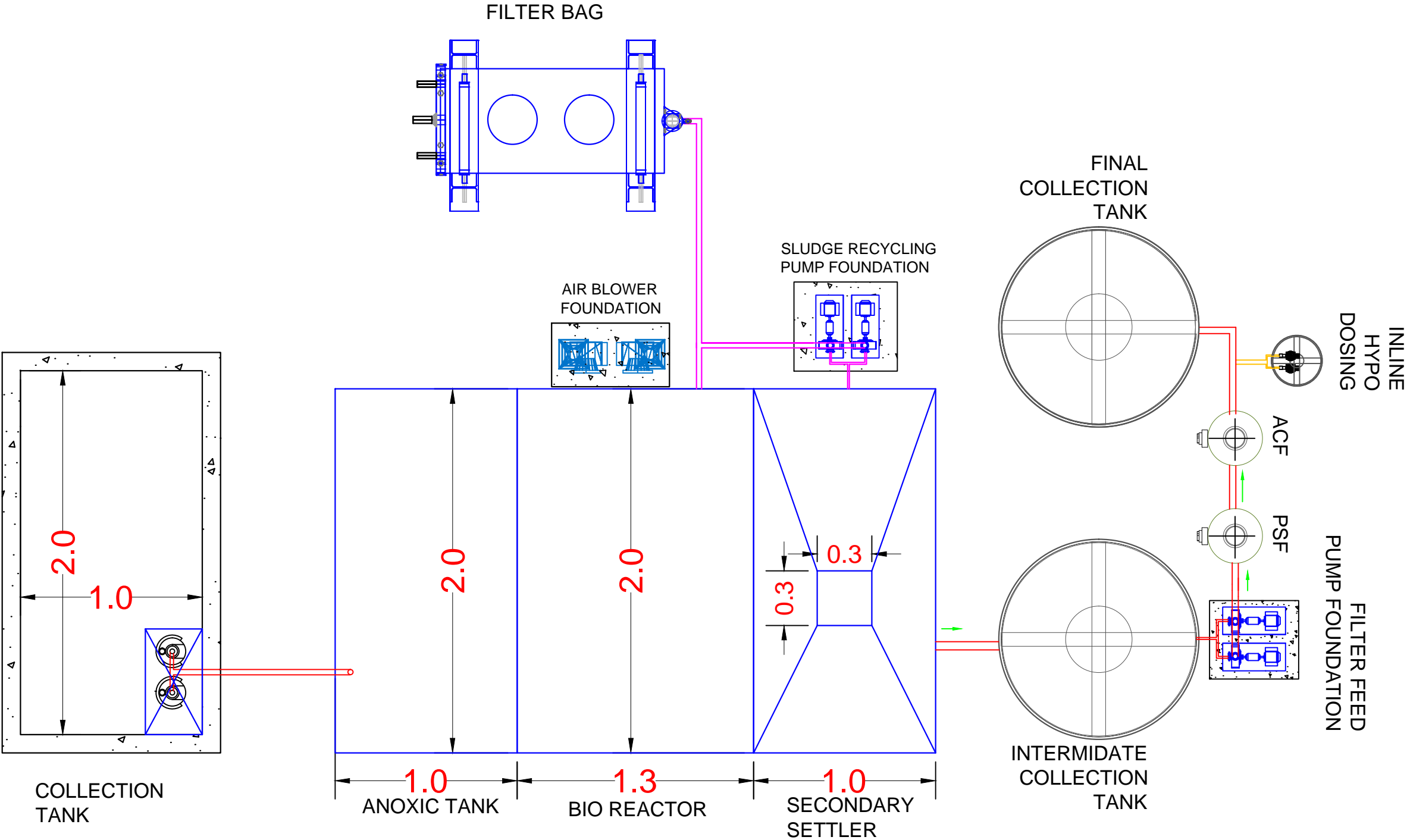

R.K. Tiwari
Authorized Signatory



Annexure 12 25CMD STP Details

SR NO	TANK NAME	MOC	CAPACITY	SIZE	QTY
1	COLLECTION TANK	RCC	2.0M3	1.0MX2.0MX1.0M	1
2	ANOXIC TANK	MSFRP	2.0M3	1.0MX2.0MX1.0M	1
3	BIO REACTOR	MSFRP	5.2M3	1.3MX2.0MX2.0M	1
4	SECONDARY SETTLER	MSFRP	3.6M3	1.0MX2.0MX1.8M	1
5	INTERMEDIATE COLLECTION TANK	HDPE	1000LIT	1.1MDIA 1.2MHT	1
6	PRESSURE SAND FILTER			10"X54'	1
7	ACTIVATED CARBON FILTER			10"X54'	1
8	INLINE HYPO DOSING	HDPE	100LIT	0.3DIA 0.5HT	1
9	FINAL COLLECTION TANK	HDPE	1000LIT	1.1MDIA 1.2MHT	1

- NOTES:
- 1) ALL DIMENSIONS AND LEVELS ARE IN METER
 - 2) DIMENSIONS ARE NOT TO BE SCALED FROM DRAWING
 - 3) THIS DRAWING SHALL NOT BE USED FOR CONSTRUCTION UNLESS APPROVED BY COMPETENT AUTHORITY
 - 4) THE LEVEL ARE CONSIDERING GROUND AS 0.0 METERS.
 - 5) ALL DIMENSIONS GIVEN ARE INTERNAL & FREEZED.



PROJECT:

MBBR TECHNOLOGY FOR 25
CMD STP PLANT AT STT
GLOBAL DATA CENTRE INDIA
PVT. LTD. KHAIRANE THANE.

PROJECT BY:

technogreen environmental solutions
your future, our care

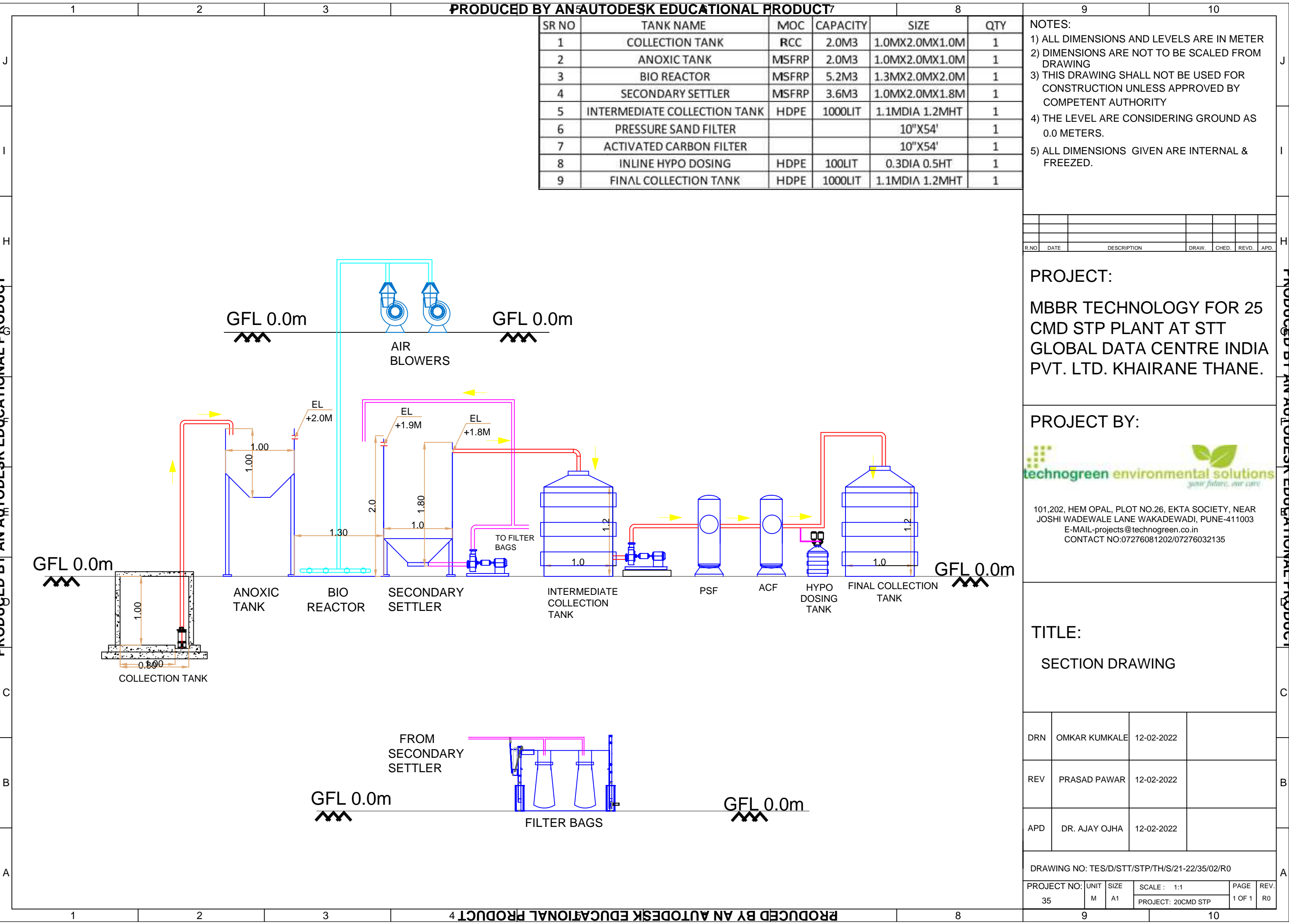
101,202, HEM OPAL, PLOT NO.26, EKTA SOCIETY, NEAR
JOSHI WADEWALE LANE WAKADEWADI, PUNE-411003
E-MAIL-projects@technogreen.co.in
CONTACT NO:07276081202/07276032135

TITLE:

LAYOUT DRAWING

DRN	OMKAR KUMKALE	12-02-2022	
REV	PRASAD PAWAR	12-02-2022	
APD	DR. AJAY OJHA	12-02-2022	

DRAWING NO: TES/D/STT/STP/TH/L/21-22/35/01/R0				
PROJECT NO:	UNIT	SIZE	SCALE :	PAGE
35	M	A1	1:1	1 OF 1
PROJECT: 20CMD STP			REV.	R0





STT Global Data Centres
India Private Limited
5th Floor, Tower 3, C-21 & C-35 'G' Block,
Bandra Kurla Complex
Mumbai, Maharashtra
India 400098
T +91 22 68192192
Contact: sttelemediagdc@in
CIN: U74939MH2007PTC176737

sttelemediagdc@in

UNDERTAKING

STT Global Data Centres India Private Limited has proposed a Data Center project at Plot No. 51 and 51(Part) TTC, MIDC, Village: Khairane, Dist: Thane - 400709.

Proposed project will generate 19.0CMD wastewater and to treat the same PP will propose 25CMD capacity STP and treated water shall be used for utility purposes and gardening during non-monsoon season and during monsoon period all treated water will be used for utility purposes thereby achieving Zero Liquid Discharge (ZLD).

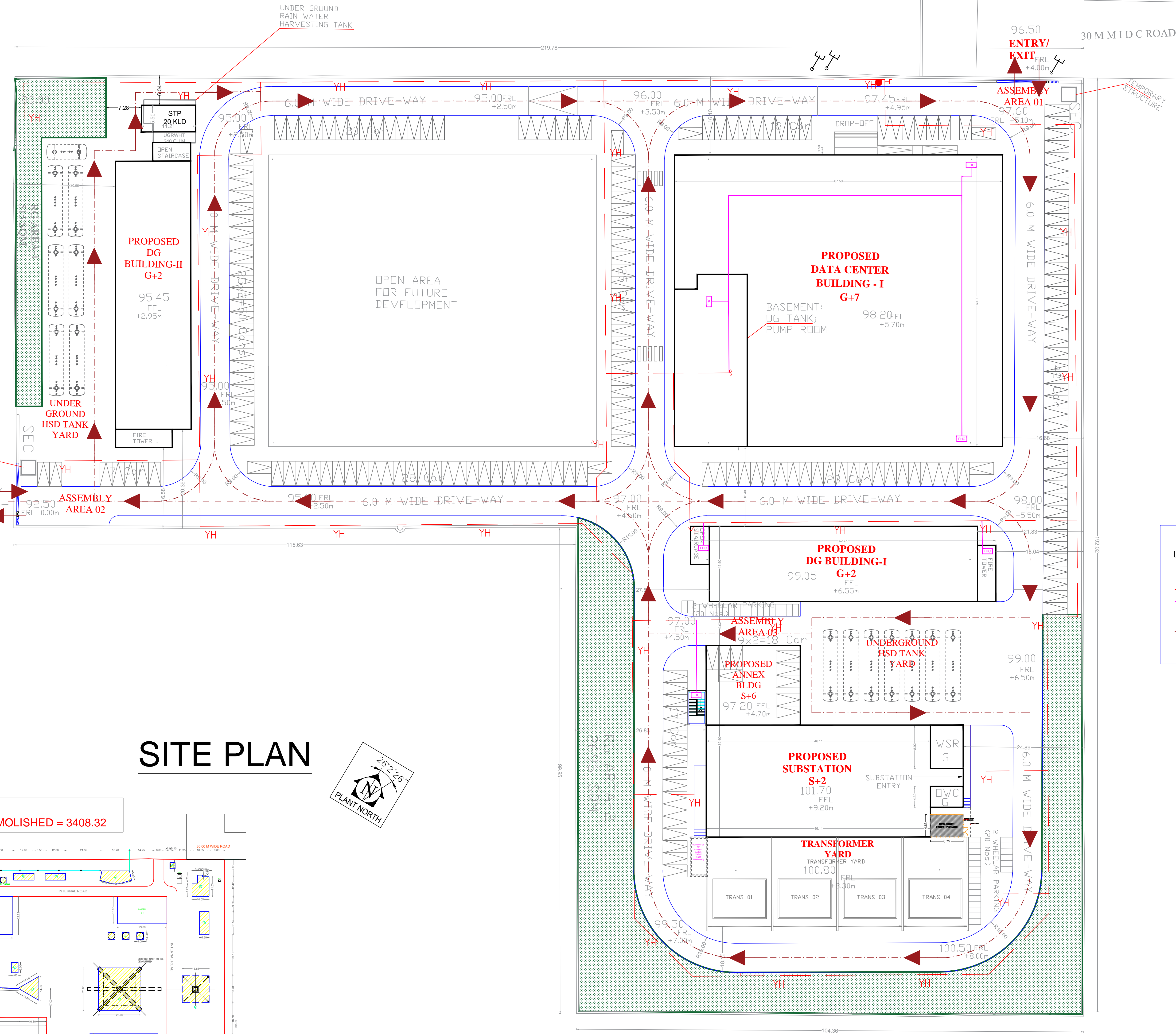
Further PP also undertakes that the sludge generated shall be dewatered using filter bags and use as manure. The treated water from STP will be monitored & treated water quality will achieve the standards as per NGT and amendments thereafter as mentioned below:

Parameters	Inlet	Outlet	Standards	UoM
pH	6-9	6.5-7.5	5.5 to 9.0	--
Colour	Colorless	Colorless	-	Hazen
TSS (mg/l)	350-450	<10	<20mg/l	mg/l
BOD (mg/l)	400-500	<10	<10	mg/l
COD (mg/l)	800-1000	<50	<50	mg/l
O&G (mg/l)	25-30	<10	10	mg/l
Total Nitrogen (as N), (mg/l Max.)	30-40	9	10	mg/l
Total Phosphorous (as P)	0.5 - 1	<1	<1	mg/l
Fecal Coliform (MPN/100ml)	150-200	Nil	MPN/100ml	-

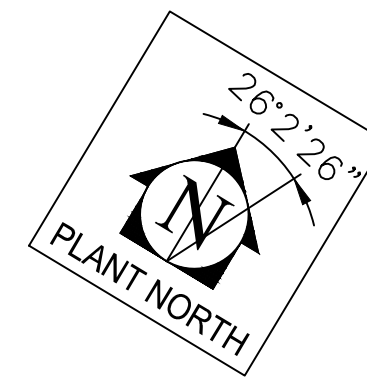
Thanking You,
For, STT Global Data Centres India Private Limited


Authorized Signatory

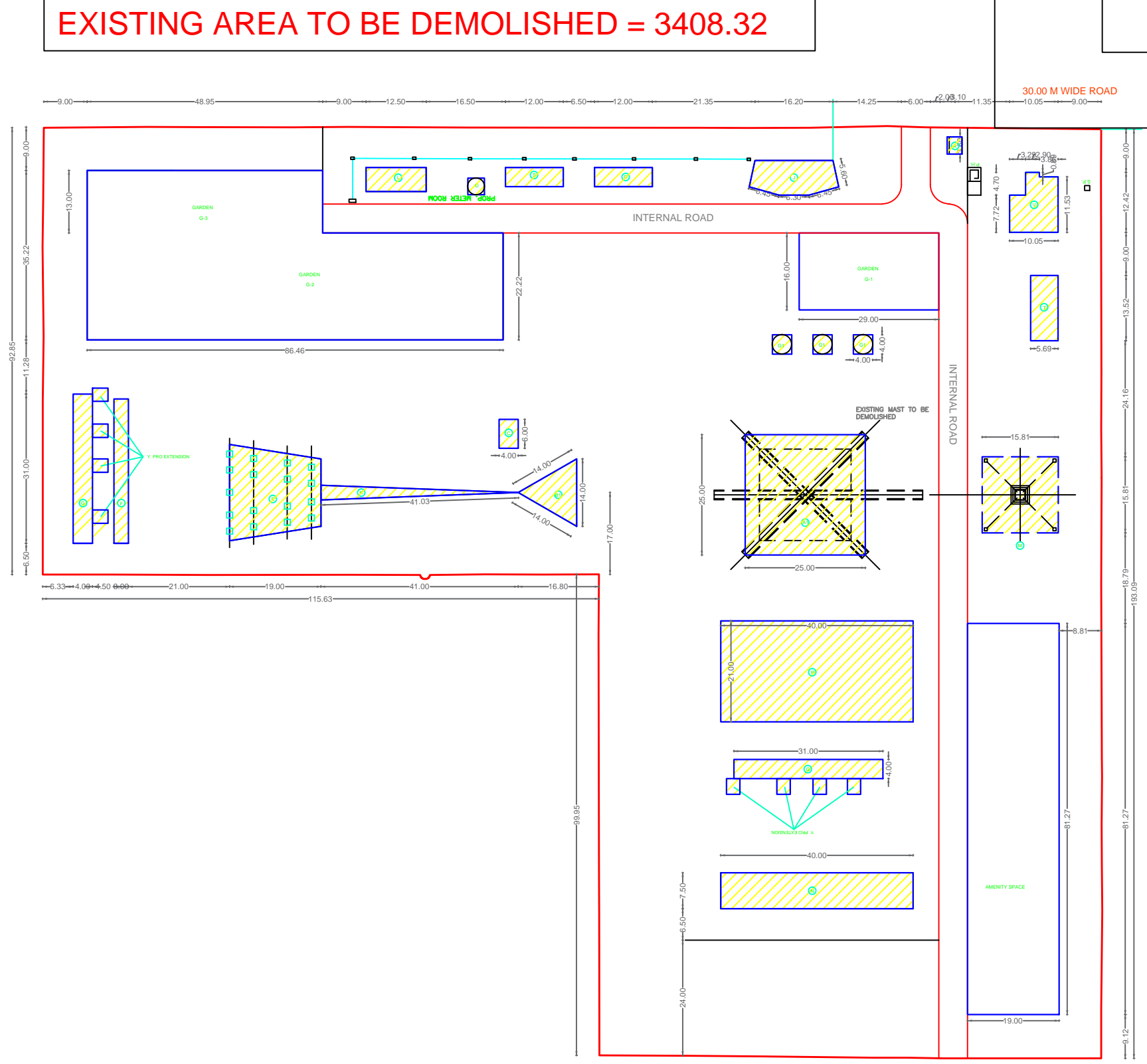




SITE PLAN



EXISTING AREA = 3408.32
EXISTING AREA TO BE DEMOLISHED = 3408.32



DEMOLITION PLAN

REV. NO.	REVISION DESCRIPTION	DRAWN	CHK	APPROVED	CLIENT	DATE
A	EC APPROVAL	FMR	NP	-	-	-
B	REVISION IN PLOT PLAN	FMR	NP	-	-	-

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CLIENT : STELEMEDIA GLOBAL DATA CENTER
S1, SECTOR 2, KOPAR KHARANE, NAVI MUMBAI, MAHARASHTRA
NAVI MUMBAI - 400710

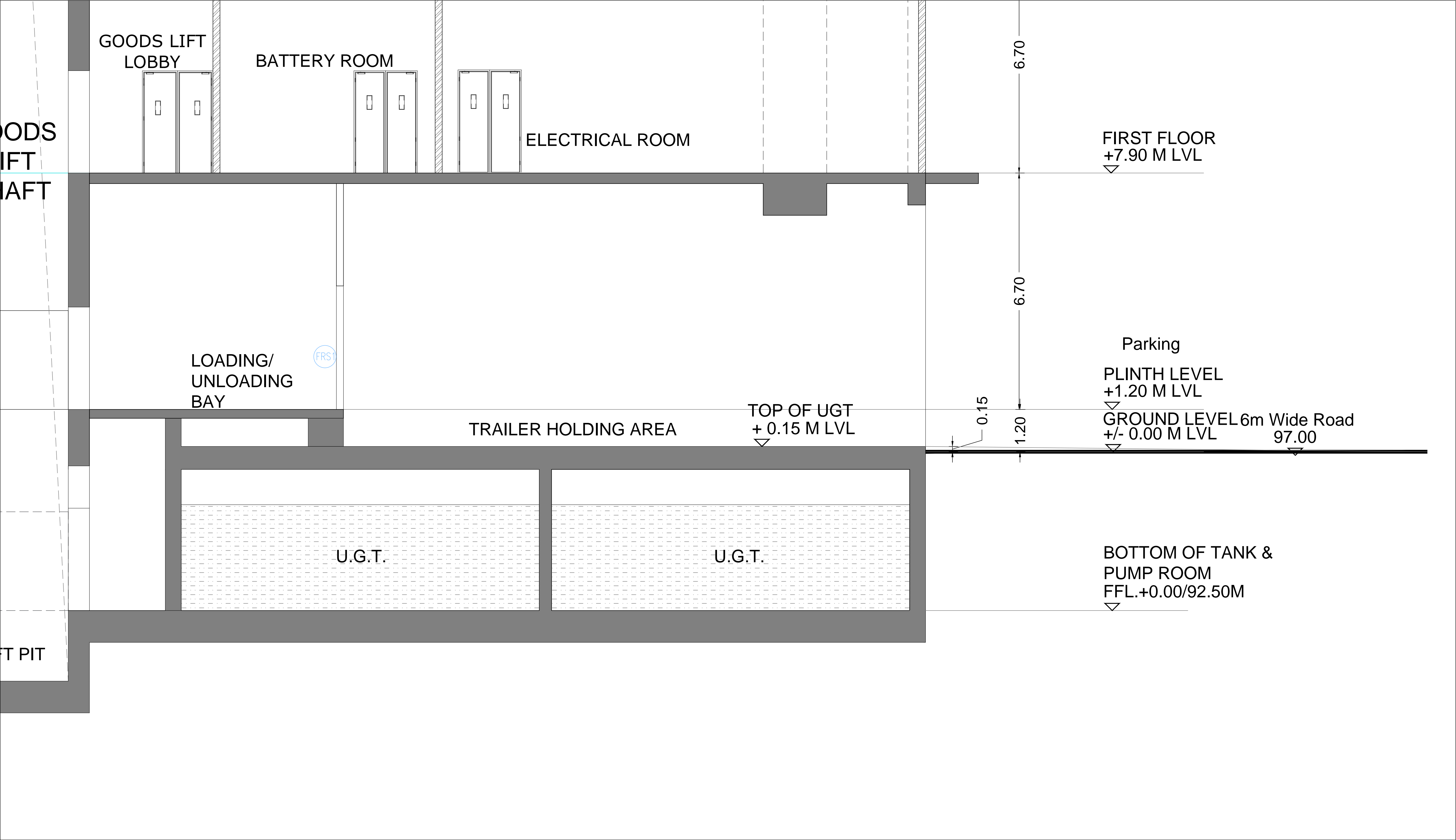
PROJECT CONSULTANT : HGC Constructors Private Limited,
SBI/1901 AND SBI/1902 OUT NO. 31,
128, EMPIRE TOWER, CLOUD CITY CAMPUS,
THANE BELAPUR ROAD, VILLAGE ELTHEN,
KALMA INDUSTRIAL ESTATE, ARODI,
NAVI MUMBAI, MAHARASHTRA - 400 708
TEL. - +91 22 40872000
FAX - +91 22 40871999

A MEMBER OF THE JACOBS ENGINEERING GROUP, INC.

JACOBS
STELEMEDIA GLOBAL DATA CENTER
PLOT PLAN
FIRE TENDER MOVEMENT
EXTERNAL FIRE HYDRANT LINE & POSTS

PROJ. NO.	DRAWING NO.	SCALE	SIZE	REV
87AE5600	87AE5600-EC/A.01/0101.1/AO	1:500	A0	C
DATE	FILE NAME	DRAWN BY	DATE	DATE
15/02/2022	87AE5600-EC-A.01-0101	FMR	15/02/2022	15/02/2022

UNDERGROUND WATER TANK SECTION



STT Global Data Centres India Private Limited

Plot No. 51 and 51(Part) TTC. MIDC, Village: Khairane, Dist: Thane

CARBON FOOTPRINT ANALYSIS & INTERVENTION

**For M/s. STT Global Data Centres India Pvt.
Ltd.**

**Plot No. 51 and 51(Part) TTC. MIDC,
Village: Khairane, Dist: Thane, Maharashtra – 400709**

1. Activity Data & Emission factors

For the proposed study, Activity data is gathered from baseline and proposed project of STT Global Data Centres India Pvt. Ltd. (STT) including quantification of such impacts that would lead to carbon emissions. All computations are converted to base emissions in terms of CO₂e wherever applicable. The activity data and Emission Factor (EF) used in proposed studies are presented in **Table 1**.

Table 1. Activity Data & EF referred

	Reference
Domestic Sewage	http://www.ghgplatform-india.org/waste-sector
HSD	http://www.ghgplatform-india.org/industry-sector
Electricity	http://www.ghgplatform-india.org/methodology-electricityenergy-sector
Vehicles	http://www.ghgplatform-india.org/methodology-electricityenergy-sector
Biodegradable Waste	https://www.ipcc-nggip.iges.or.jp/public/2006gl/pdf/5_Volume5/V5_4_Ch4_Bio_Treat.pdf#:~:text=not%20present%20%20%20%20Type%20of%20biological,Assumed%20negligible%20%20%202%20more%20rows%20
Trees	https://www.viessmann.co.uk/heating-advice/how-much-co2-does-tree-absorb
Electric Vehicles	https://www.aqua-calc.com/calculate/electric-car-energy-cost

2. Emissions Inventory

Based on the EF and activity data collected at STT over the study period and also adopted from various proposed development, computation of total emissions is provided in **Table 2** which reveals that carbon footprint from major sectors at STT.

Table 2 Emissions Inventory

2.1 Baseline Emissions

Attributes	Details	Units	Details	Units	Emission Factor	Emissions (Ton/ year)	Units
Domestic Sewage	19	CMD	6.935	ML/Y	0.6 kgCH ₄ /kg BOD	1	tCO ₂ e/y
HSD	24,300	LPH	1166.4	KL/Y	CO ₂ – 74.1 tonneCO ₂ /TJ	3095.06	tCO ₂ e/y
					CH ₄ -0.003 tonneCO ₂ /TJ		
					N ₂ O -0.0006 tonneCO ₂ /TJ		
Electricity	32,96,33,472	KWh/y	32,96,33,472	KWh/y	CO ₂ – 95.81 tonneCO ₂ /TJ	27,71,55,123	tCO ₂ e/y
					CH ₄ -0.001 tonneCO ₂ /TJ		
					N ₂ O -0.0014		

CARBON FOOTPRINT ANALYSIS & INTERVENTION FOR M/S. STT GLOBAL DATA CENTRES INDIA PVT. LTD.

Attributes	Details	Units	Details	Units	Emission Factor	Emissions (Ton/ year)	Units
					tonneCO ₂ /TJ		
Biodegradable Waste	38	kg/d	13.87	ton/y		2.2	tCO ₂ e/y

TABLE 4.1 DEFAULT EMISSION FACTORS FOR CH ₄ AND N ₂ O EMISSIONS FROM BIOLOGICAL TREATMENT OF WASTE					
Type of biological treatment	CH ₄ Emission Factors (g CH ₄ /kg waste treated)		N ₂ O Emission Factors (g N ₂ O/kg waste treated)		Remarks
	on a dry weight basis	on a wet weight basis	on a dry weight basis	on a wet weight basis	
Composting	10 (0.08 - 20)	4 (0.03 - 8)	0.6 (0.2 - 1.6)	0.24 (0.06 - 0.6)	Assumptions on the waste treated: 25-50% DOC in dry matter, 2% N in dry matter, moisture content 60%. The emission factors for dry waste are estimated from these for wet waste assuming a moisture content of 60% in wet waste.
Anaerobic digestion at biogas facilities	2 (0 - 20)	0.8 (0 - 8)	Assumed negligible	Assumed negligible	

Vehicles							
2W	24	No.				255	T/y
4W (petrol/diesel)	244	No.				5,678	T/y

INCCA (NCV, CO ₂)			IPCC (CH ₄ , N ₂ O) -		IPCC (CH ₄ , N ₂ O) -		IPCC (CH ₄ , N ₂ O) -		IPCC (CH ₄ , N ₂ O) -	
	NCV (Tj/kt)	CO ₂ EF (t/Tj)	CH ₄ EF (kg/Tj)	N ₂ O EF (kg/Tj)	CH ₄ EF (kg/Tj)	N ₂ O EF (kg/Tj)	CH ₄ EF (kg/Tj)	N ₂ O EF (kg/Tj)	CH ₄ EF (kg/Tj)	N ₂ O EF (kg/Tj)
Gasoline	44.30	69.30	33.00	3.20						
CNG	48.00	56.10	92.00	3.00						
Diesel	43.00	74.10	3.90	3.90	4.15	28.60	3.90	3.90	3.90	3.90

Total Emissions before intervention						277.158	MtCO ₂ e/y
-------------------------------------	--	--	--	--	--	---------	-----------------------

2.2 Emissions After Intervention

Attributes	Details	Units	Details	Units	Emission Factor	Emissions (Ton/year)	Units
Domestic Sewage	19	CMD	6.935	MLA	0.6 kgCH ₄ /kg BOD	1.0	tCO ₂ e/y
HSD	24,300	LPH	1166.4	Kilo litre/y	CO ₂ – 74.1 tonneCO ₂ /TJ	3,095.06	tCO ₂ e/y
					CH ₄ -0.003 tonneCO ₂ /TJ		
					N ₂ O -0.0006 tonneCO ₂ /TJ		
Electricity (Proposed Case)	212131670	KWh/y	212131670	KWh/y	CO ₂ – 95.81 tonneCO ₂ /TJ	179,164,997	tCO ₂ e/y
					CH ₄ -0.001 tonneCO ₂ /TJ		
					N ₂ O -0.0014 tonneCO ₂ /TJ		

CARBON FOOTPRINT ANALYSIS & INTERVENTION FOR M/S. STT GLOBAL DATA CENTRES INDIA PVT. LTD.

Attributes	Details	Units	Details	Units	Emission Factor	Emissions (Ton/year)	Units				
Biodegradable Waste	38	kg/day	13.87	ton/y		2.2	tCo ₂ e/y				
TABLE 4.1 DEFAULT EMISSION FACTORS FOR CH ₄ AND N ₂ O EMISSIONS FROM BIOLOGICAL TREATMENT OF WASTE											
Type of biological treatment	CH ₄ Emission Factors (g CH ₄ /kg waste treated)		N ₂ O Emission Factors (g N ₂ O/kg waste treated)		Remarks						
	on a dry weight basis	on a wet weight basis	on a dry weight basis	on a wet weight basis							
Composting	tp (0.08 - 20)	4 (0.03 - 8)	0.6 (0.2 - 1.6)	0.24 (0.06 - 0.6)	Assumptions on the waste treated: 25-50% DOC in dry matter, 2% N in dry matter, moisture content 60%						
Anaerobic digestion at biogas facilities	2 (0 - 20)	0.8 (0 - 8)	Assumed negligible	Assumed negligible	The emission factors for dry waste are estimated from those for wet waste assuming a moisture content of 60% in wet waste						
Vehicles											
2W	15	No.				160	T/year				
4W total	146	No.				3,355	T/year				
INCCA (NCV, CO ₂)											
		IPCC (CH ₄ , N ₂ O) -		IPCC (CH ₄ , N ₂ O) -		IPCC (CH ₄ , N ₂ O) -		IPCC (CH ₄ , N ₂ O) -			
	NCV (Tj/kt)	CO ₂ EF (t/Tj)	CH ₄ EF (kg/Tj)	N ₂ O EF (kg/Tj)	CH ₄ EF (kg/Tj)	N ₂ O EF (kg/Tj)	CH ₄ EF (kg/Tj)	N ₂ O EF (kg/Tj)	CH ₄ EF (kg/Tj)	N ₂ O EF (kg/Tj)	
Gasoline	44.30	69.30	33.00	3.20							
CNG	48.00	56.10	92.00	3.00							
Diesel	43.00	74.10	3.90	3.90	4.15	28.60	3.90	3.90	3.90	3.90	
Total Emissions After intervention							180.0	MtCO ₂ e/y			

Carbon Savings through Various Efforts

Intervention	Scope	UoM	CO ₂ e Savings	UoM
Trees as Sinks	5,637	Nos.	118	tCO ₂ e/year
Electric Vehicles related savings (40%)	98	Nos.	2,373	tCO ₂ e/year
Electricity conservation through ECBC	35	%	97.9	MtCO ₂ e/year
Solar Rooftop	180	KW	0.25	MtCO ₂ e/year
Total Savings			98.24	MtCO₂e/year

M refers to Million

3.0 Sectoral Carbon Emissions

The expected amount of domestic sewage generation is 6.935 ML/year leading to the emission of 1.0 tCO₂e/year. Bio-degradable waste generation potential is 13.87 tons/year leading to the emission of about 2.2 tCO₂e/year. The total amount of HSD used is 1166.4 KL/year [considering 48hrs of operation only in case of power failure as a backup] leading to the emission of 3,095.06 tCO₂e/year.

Before intervention, the Electricity usage was to the tune of 32,96,33,472 KWh/year emitting 27,71,55,123 tCO₂e/year. However, after intervention the electricity usage will reduce to 21,21,31,670 KWh/year reducing the emissions by 35.35%. (179,164,997 KWh/year).

If all the 4 Wheelers are petrol/diesel based, the total emissions from transport will be 300 kt/year. However, if 40% of the 4 Wheelers are electric vehicles, then the total emissions from transport will reduce to 260 kt/year, decreasing the emissions by 13%.

Highest share of emissions is expected to occur from electricity followed by fuel use (HSD). When compared to other such sectors i.e., solid waste and wastewater their share in the overall contribution to project's footprint is miniscule though the absolute carbon emission in terms of tonnage is still considerable.

3.1 Trees as Sinks

The most known sink of CO₂ are the trees; however, there is another way through which CO₂ gets locked and that is through the interface of surface water like the lakes, rivers and sea although this fraction seems to be negligible as far as proposed data center project is concerned. Trees absorb CO₂ for the process of photosynthesis through which they prepare their own food and we all have learnt it right from our childhood. Continuing the positive properties of trees other than aesthetics, cooling, greening, controlling soil erosion and others CO₂ sequestration is one of the most important characteristics of trees which is in the limelight and very much required by project. A total of 5,637 trees sequesters about 118 Tons of Carbon Emissions.

4.0 Conclusion

Total carbon emissions from the project before intervention were 277 MtCO₂e/year. Post - intervention the carbon emissions will be 180 MtCO₂e/year. Thus, carbon emissions will reduce by >35%. Electricity is the largest contributor to Carbon emissions. Trees planted in the Green

Belt of the data center act as sinks for carbon emissions due to their carbon sequestering action. It has been found that carbon sequestration by trees is a slow process and needs augmentation with various other methods. STT globally follows adopting green power policy which shall come handy in order to further reduce its footprint below 50%. In coming years, it shall also align to India's commitment towards carbon neutrality. Additionally, solar rooftop of 180KW is also proposed which shall result in reducing about 15,76,000KWH of electricity equivalent to savings to the tune of 0.25MtCO₂e.

Efforts by STT projects a overall savings of about 100MtCO₂e every year.



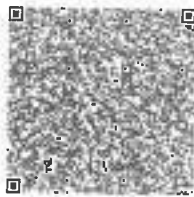
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL51738981791071T
Certificate Issued Date	: 18-Nov-2021 11:26 AM
Account Reference	: IMPACC (IV): 01770703/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DLIL77070396682133776054T
Purchased by	: AVAADA SUNLIGHT PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: AVAADA SUNLIGHT PVT LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: AVAADA SUNLIGHT PVT LTD
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



This non-judicial stamp paper forms an integral part of "Power consumption Agreement" between "Avaada Sunlight Private limited" and "STT Global Data centres India Private Limited" executed on 22nd day of November 2021 at New Delhi.



[Handwritten signature]

POWER CONSUMPTION AGREEMENT

BY AND BETWEEN

AVAADA SUNLIGHT PRIVATE LIMITED
("Captive Generator")

AND

STT GLOBAL DATA CENTRES INDIA PRIVATE LIMITED
("Captive User")



DATED: 22nd November 2021

A handwritten signature in blue ink, appearing to be "Vijay", written over a faint circular stamp.

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POWER CONSUMPTION AGREEMENT

This Power Consumption Agreement ("PCA"/"Agreement") is made and entered on this day of 22nd November 2021 ("Execution Date")

BY AND BETWEEN:

Aavada Sunlight Private Ltd, a private limited company incorporated under the Companies Act, 2013, having CIN U40300UP2019PTC124398, and having its registered office at C-11, sector - 65, Noida, Gautam Buddha Nagar, Uttar Pradesh - 201301, India (hereinafter referred to as "**Captive Generator**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) represented by its authorized signatory Mr. Prashant Chonbey authorized by its board of directors vide resolution dated 16th November 2021.

AND

STT GLOBAL DATA CENTRES INDIA PRIVATE LIMITED (CIN U74999MH2007PTC176737), a company incorporated under the Companies Act, 1956 and having its registered office at 5th Floor, Tower B, C-21 & C-36, 'G' Block, Bandra Kurla Complex, Mumbai, Maharashtra, India 400098 and its business office at Ground floor, Next Gen Tower, Opp. Savitri Cinema, Greater Kailash I, New Delhi - 110048 (hereinafter referred to as the "**Captive User**", which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the OTHER PART.

The Captive Generator and Captive User shall collectively be referred to as "**Parties**" and individually as "**Party**".

WHEREAS:

- A. The Captive Generator is a Special Purpose Vehicle ("SPV") engaged in the business of power generation through non-conventional energy sources and is currently establishing a Solar Power Plant (*as defined hereinbelow*) located in Ner Taluka of Yavatmal District of Maharashtra, with a total installed capacity of 25.0MW AC / 32.5 MW DC (the "**Plant**" or "**Project**"). Captive Generator may set up additional capacity in due course for purpose of supply of power to Captive User as specified in Clause 23.1 of this Agreement;
- B. The Captive User is in the business of providing co-location data centre(s) services at pan India level and is having its data centre(s) at Mumbai BKC and Pune (individually referred to as "**Mumbai Facility**" and "**Pune Facility**", and collectively referred to as "**Facility**") and is a scheduled high tension consumer of Tata Power Discom and MSEDCL (herein referred to as "**DISCOM**") respectively in the state of Maharashtra;
- C. The Captive User and Captive Generator have agreed to jointly establish the Project for the purpose of operating the Facility, pursuant to which, the Captive Generator has agreed to supply power from the Plant to the Captive User in accordance with the terms of this PCA, Applicable Law and on the basis that the Plant shall qualify as a Captive Generating Plant of the Captive User as per the Applicable Laws (*as defined hereinbelow*);
- D. The Parties acknowledge and agree that the Captive Generator shall not enter into any other PCA(s) with other industrial/commercial consumer(s) and shall at all times comply with Applicable Laws to qualify the Plant as a "Captive Generating Plant" as per the applicable provisions of the Electricity Rules, 2005, Electricity Act 2003 and other relevant Applicable Laws (*as defined hereinbelow*);
- E. The Captive User has agreed to subscribe to 26% (twenty-six percent) of the equity share capital of the SPV along-with voting rights (excluding equity share capital with differential voting rights) to qualify the Plant as a "Captive Generating Plant" under the Electricity Rules, 2005,



Electricity Act 2003 and other relevant Applicable Laws, for which the Parties will enter into necessary Transaction Documents separately and all such agreements will be co-terminus; and

- F. The Captive User has agreed to consume 10 million units of renewable power at its Mumbai Facility and 40 million units of renewable power at its Pune Facility on annual basis respectively.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this PCA and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), the Parties with the intent to be legally bound hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this PCA unless the context otherwise requires

"Affected Party" means the Party whose performance in relation to performance of its obligations under this PCA has been affected by an event of Force Majeure;

"Affiliate" shall mean with respect to: (i) any Person other than a natural person, any other Person that, either directly or indirectly through one or more intermediate Persons, Controls, is Controlled by or is under the common Control, with that Person; and (ii) any Person that is a natural person, any other Person who, directly or indirectly, is Controlled by or is under common Control with the first named Person, either singly or jointly with his Relatives and any "Relative" (as defined in the Companies Act) of such natural person;

"Agreement" means this PCA/ Agreement, including the Recitals, Annexures and Schedules to this Agreement, and will include all amendments, modifications and supplements to this Agreement made in writing by the Parties in accordance with the terms of this Agreement;

"Applicable Law(s)" means, in relation to this PCA, all laws of the Republic of India as amended from time to time including Electricity Laws in force, statute, decree, ordinance, regulation, notice, circular, code, scheduling requirements, restriction and curtailment orders, categorization of consumers, rule or direction, or any interpretation of any of them by a Governmental Instrumentality and includes all applicable rules, regulations, orders, directions, notifications by a Governmental Instrumentality pursuant to or under any of them;

"Approvals" means all permits, clearances, licenses, consents, authorizations, registrations, waivers, privileges, acknowledgements or concessions, for the development and installation of the Plant and/ or for the generation and supply of the electricity in accordance with the terms of this Agreement;

"Arbitration Act" means the Arbitration and Conciliation Act, 1996 and its rules, as amended from time to time;

"Asset User Agreement" means such Agreement dated October 30, 2021 executed between Avaada MHI Solar Private Ltd. and Avaada Sunlight Private Ltd.;

"Base Rate" means the marginal cost lending rate for advances of 1 (one) year duration declared by State Bank of India from time to time;

"Business Day" means a day other than a Saturday or Sunday or any public holiday in India or a public holiday in the state of Maharashtra on which scheduled banks are open for business in the state of Maharashtra;



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"Banking Charges" means applicable charges to be paid to distribution licensee for banking the surplus power generated as per Maharashtra Electricity Regulatory Commission (Distribution Open Access) Regulations, 2016 as amended from time to time;

"Captive User's Event of Default" has the meaning ascribed to it in Clause 14.2;

"Change in Law" means the occurrence of any of the following events after the SSD, which results in any additional recurring/ non-recurring expenditure by the Captive Generator or any income to the Captive Generator:

- (a) the enactment, coming into effect, adoption, promulgation, modification or repeal (without re-enactment or consolidation) in India, of any Applicable Law;
- (b) a change in the interpretation or application of any Applicable Law by any Government Instrumentality having the legal power to interpret or apply such Law or any competent court of law;
- (c) the imposition by any Governmental Instrumentality of any material condition in connection with the issuance, renewal, modification (including ceasing to have full force and effect or inclusion of any additional consents, permissions, Approvals or actions of similar nature), revocation or non-renewal of any Approval; and
- (d) change in the interpretation of any Applicable Law pertaining to compliance of the captive requirements or provision thereof by a Governmental Authority whose interpretation is binding in rem.

Any event(s) mentioned above will qualify as a Change in Law only in case it has an impact on:

- (i) the applicable open access charges (transmission charges & losses, wheeling charges & losses, Banking Charges, cross subsidy surcharge, additional surcharge, etc.) and taxes, duties, cess, and any other charges (if applicable) imposed by a Government Instrumentality.

Provided the term "taxes, duties, cess, and any other charges" for the purpose of Change in Law will not include and any taxes, duties, cess, or any other charges or levy of any nature (including but not limited to safeguard duty, basic custom duty, anti-dumping duty) which has an impact on the capital cost, operating expenses of the Project as well as any change relating to income tax.

- (b) structure of captive generating plants under the Applicable Law.

"Commissioning" means the commencement of supply of Contracted Energy, after procurement of relevant Approvals, to the Captive User without any restriction / constraint or curtailment on such supply of energy from the Plant;

"Contract Year" means the 12 (twelve) months period starting from SSD, and its each anniversary thereafter;

"Control" as used in this definition means, with respect to a Person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise);

"Check Meters" means the meters connected in parallel to the same core of the current transformers (CTs) and potential transformers (PTs) to which the Main Metering System is



connected, and which could be used for energy accounting and billing in case of failure of the Main Metering System;

"Contracted Capacity" means 25.0 MW AC / 32.5 MW DC capacity of the Plant corresponding to the Contracted Energy;

"Contracted Energy" means 10 Million Unit to be supplied to the Delivery Points at Mumbai and 40 Million Unit to be supplied to the Delivery Point at Pune respectively, as further defined in Clause 7.1;

"Day" means a period of 24 (twenty-four) consecutive hours beginning at (00-00) hours on each Day;

"Delivery Point(s)" means the electricity supply mains of the Captive User at 22 KV at Mumbai Facility and 220 KV at Pune Facility

"DISCOM" shall mean The Tata Power Co. Ltd. and/or Maharashtra State Electricity Distribution Company Limited (MSEDCL), that is the companies that provides electricity to Mumbai and Pune districts respectively in the state of Maharashtra, which are the licensed electricity distribution companies for the Captive User's Facility;

"Dispute" has the meaning set out in Clause 17.1

"Disputed Amounts" has the meaning set out in Clause 10.3;

"Due Date" has the meaning ascribed to it in Clause 10.1;

"Effective Date" has the meaning assigned to it in Clause 3.5;

"Electricity Laws" means the Electricity Act, 2003 and the codes, rules and regulations made there under from time to time along with amendments and replacements thereof in whole or in part and any other Applicable Law related to electricity;

"Execution Date" means the date of execution of this Agreement by both Parties, and as noted on the first page of this Agreement;

"Generation Point" means the point at which the Captive Generator injects the power for supply through the Interconnection Facilities at 220kV voltage level located at 220/33kV Ner Substation, Dist. Yavatmal;

"Governmental Instrumentality" means any legislative, judicial, regulatory, executive or other governmental body (including any agency, department, board, instrumentality, commission, office or authority) of the Gov or GoM or local authority or any political subdivision thereof;

"Gov" means the Government of India;

"GoM" means the Government of Maharashtra;

"Grid" means the low voltage electrical network, the distribution and transmission network or the high voltage backbone system of inter-connected transmission lines, sub-stations and generating plants for sale of energy or wheeling of energy;

"Grid Code" means the Indian Electricity Grid Code issued by CERC vide notification No. 1-1/18-2010-CERC, New Delhi, 28-04-2010 including any amendments and modifications thereto and/or Maharashtra Grid Code, as amended from time to time;




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"Grid Outage" means an interruption or reduction in the power delivery/supply capability of the Grid that is due to technical problems or overload conditions in the Grid;

"Guaranteed Contracted Energy" has the meaning ascribed to it in Clause 5.5;

"High Tension" or **"HT"** means a voltage equal or higher than 11 kV volts;

"Interconnection Facilities" means the facilities of the TRANSCO, the Captive Generator and/or the DISCOM required to transmit the electricity generated from the Generation Point to the Delivery Point, except for equipment required for Metering Facilities;

"kV" means kilo volt;

"kW" means kilowatt;

"kWh" means kilowatt-hour;

"Lender(s)" mean the banks or financial institutions, or the holding company/group companies of the Captive Generator which provide debt funding for the purposes of financing the development of the Project;

"MW" means megawatt;

"Main Meter" means the meter on the basis of which energy accounting and billing shall be done by the Captive Generator;

"MEDA" means Maharashtra Energy Development Agency.

"MERC" means Maharashtra Electricity Regulatory Commission.

"Metering System" means all meter(s) and current and potential transformers along with cubicles and installed at the Generation Point or the Delivery Point for measuring and recording the delivery and receipt of energy;

"Maintenance Outage" means an interruption or reduction in the generating capability of the Project, which:

- (a) is not a Scheduled Outage; and
- (b) is for the purpose of performing work on specific components, which cannot be postponed until the next Scheduled Outage or is required due to Change in Law or a Force Majeure;

"Month" means a calendar month;

"Monthly Guaranteed Contracted Energy" has the meaning ascribed to it in Schedule - 4;

"MU" means Million Units;

"Notice of Termination" has the meaning ascribed to it in Clause 14.3(c);

"Notice of Default" has the meaning ascribed to it Clause 14.3;

"Prudent Utility Practices" means those practices, methods, techniques and standards as prevalent from time to time, that are generally accepted for use in electrical utility industries and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically



as applicable to power plants of size, service and type as that of the Plant and that generally conforms to manufacturers' operation and maintenance guidelines and is in compliance of the Applicable Law;

"SCOD" means "Schedule Commercial Operation Date" which date shall be on or before 9 (nine) months from the Execution Date or as mutually extended by the Parties;

"Captive Generator's Event of Default" has the meaning ascribed to in Clause 14.1;

"SLDC" means the State Load Dispatch Center as notified by the State Government under the provisions of the Electricity Laws.

"Special Purpose Vehicle" or **"SPV"** shall mean a legal entity owning, operating and maintaining a generating station and with no other business or activity to be engaged in by the said legal entity;

"SSHA" or "SHA" means the Share, Subscription and Shareholders' Agreement executed among Captive User and the Captive Generator dated on or about the date of this PCA;

"Scheduled Outage" means a planned interruption of the generating capability of the Project:

- (a) for inspection, testing, preventive maintenance, corrective maintenance, repairs, replacements and improvements; and
- (b) which is not a Maintenance Outage;

"Scheduled Supply Date" or **"SSD"** means the date pursuant to grant of open access and on which date there is commencement of the supply of the Contracted Energy under this PCA to the Captive User;

"Solar Power Plant" means the solar photo voltaic power plant to be set up by the Captive Generator in the state of Maharashtra for supply of power to the Captive User at its data centres located both at Pune & Mumbai, Maharashtra has the meaning ascribed to in Recital A;

"Tariff" shall have the meaning ascribed to it in Clause 8;

"Term" has the meaning ascribed to it in Clause 2.1;

"Transaction Documents" shall mean this Agreement, SSIA and any other documents executed pursuant to this Agreement in connection with the matters specified herein;

"Transmission Company" or **"TRANSCO"** means the Maharashtra State Electricity Transmission Company Ltd. ("MSETCL") or its successor entities established under Electricity Laws.

"Transmission Charges" means applicable charges to be paid to TRANSCO for transmission of power;

"Transmission Losses" means applicable losses to be paid to TRANSCO for transmission of power;

"Unit" means kilowatt-hour or kWh;

"Wheeling and Banking Agreement" shall mean the agreement entered by the Captive Generator with TRANSCO and/or DISCOM for transmission and wheeling of power from the Generation Point to the Delivery Point(s).



"Wheeling Charges" means applicable charges to be paid to distribution licensee for wheeling of power under the Wheeling and Banking Agreement; and

"Wheeling Losses" means applicable losses to be paid to distribution licensee for wheeling of power.

1.2 Interpretation

In this PCA unless the context otherwise requires:

- (a) References to any statute or statutory provision or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof;
- (b) References to persons shall include body corporate, unincorporated associations, partnerships and any organisation or entity having legal capacity;
- (c) Headings to Clauses are for convenience only and shall not form part of the operative provisions of this PCA and shall not be taken into consideration in its interpretation or construction;
- (d) References to Recitals, Clauses and Schedules are, unless the context otherwise requires, references to recitals or clauses of this PCA;
- (e) References to the words include or including shall be construed as being suffixed by the words without limitation;
- (f) Unless the context otherwise requires, words importing the singular include the plural and vice versa;
- (g) Neither Party shall be liable to the other for any consequential, indirect or special damages to persons or property whether arising in tort, contract or otherwise, by reason of this PCA or any services performed or undertaken to be performed hereunder (including but not limited to loss of production, loss of profits, loss in operations); and
- (h) Words and expressions used in this PCA, if not specifically defined hereinabove, but defined in the Act, shall have the meaning assigned to them in the Act. Other words and expressions used herein but not specifically defined in this PCA, regulations or in the Act but defined under any other Applicable Law, shall have the meaning assigned to them in such Applicable Law. In addition, references to "Articles", "Sections" or "Exhibits" shall be to articles, sections, or exhibits of this PCA.

2. TERM OF THE PCA

2.1 The term of the PCA shall be for a period of 25 (twenty five) years from the SSD ("Term") unless terminated earlier in accordance with the provisions of this Agreement, or by agreement of the Parties evidenced in writing. Further, the Parties agree that there shall be a lock-in for the first 10 (ten) years from the SSD.

2.2 Clause 1 (Definitions and Interpretation), Clause 3 (Conditions Precedent), Clause 11 (*Force Majeure*), Clause 14 (*Event of Default*), Clause 15 (*Termination*), Clause 16 (*Governing Law and Jurisdiction*), Clause 17 (*Dispute Resolution*), Clause 18 (*Representations and Warranties*), Clause 19 (*Indemnification*) and Clause 23 (*Miscellaneous*) will come into force and become binding upon the Parties on and from the Execution Date. Except for the aforesaid clauses, all other provisions of this Agreement will come into force and effect on the Effective Date.



3. CONDITIONS PRECEDENT

3.1 To effectiveness of this PCA

- (a) The Captive User purchasing or subscribing to the equity shares (as defined under the SSMA) in accordance with the SSMA;
- (b) The Captive User shall have provided all assistance to Captive Generator for obtaining open access approval from the area distribution licensee and/or any other relevant authorities for use of transmission lines for supply of power from the Generation Point at the Plant to the Delivery Point(s);
- (c) The Captive User shall have delivered copy of its constitutional documents to the Captive Generator;
- (d) Captive Generator shall execute and provide the Captive User with a certified copy of "Asset User Agreement";
- (e) Captive Generator shall ensure that the land belonging to/owned by Aveada MH Solar Private Ltd. is leased to the Captive Generator for the purpose of setting up and operation of the Plant as per the terms of this PCA and provide a copy of document(s) evidencing such lease;
- (f) Captive Generator shall ensure that the engineering, procurement and construction contracts for construction of the Project have been executed; and
- (g) Captive Generator shall ensure that financial closure for financing the Project has been achieved.

3.2 For commencement of supply of power

Both the Parties acknowledge and agree that the supply of power from the Plant will commence upon the fulfilment of the following conditions by the Parties:

(a) Performance Security

- (i) The Captive Generator shall provide to the Captive User at its own cost, at a mutually agreed date, before the SCOD, as Performance Security, a Bank Guarantee, equivalent to Rs 7.8 Crores for power supply to Pune Facility, and Rs. 1.95 Crores for power supply to Mumbai Facility;
- (ii) In case the Captive Generator does not fulfil contractual obligations under this Agreement, including:
 - (A) failure to commission the Project by SCOD, the Captive User will have the right to encash the Performance Security or part thereof, as liquidated damages, as per the amounts specified as in Clause 5.1, without prejudice to the other rights of the Captive User under this Agreement and Applicable Laws;
 - (B) supply of the Guaranteed Contracted Energy as per the terms of Clause 5.4 & 5.5, the Captive User will have the right to encash the Performance Security or part thereof, as damages, without prejudice to the other rights of the Captive User under this Agreement and Applicable Laws;



- (iii) The Captive Generator should ensure that the Performance Security provided under this clause remains in force and valid until 11 (eleven) months from the SSD for power supply to Pune Facility, and 33 (thirty three) months from the SSD for power supply to Mumbai Facility, and the validity of the said Bank Guarantees shall be extended/reduced by 3 (three) months (as the case may be);
- (iv) In case of partial or full encashment of the Performance Security, within 7 (seven) days of such encashment, the Captive Generator will replenish or replace the Performance Security to its original amount as per terms of this clause; and
- (v) The Performance Security shall be unconditional and irrevocable, and shall constitute the first and exclusive charge on all amounts due and payable by the Captive User to the Captive Generator, and the Captive User shall be entitled to enforce the Performance Security by making a deduction from the amounts due and payable by it to the Captive Generator in accordance with the provisions of the PCA. The format of Performance Security shall be provided / approved by Captive User.

(b) Wheeling and Banking Agreement

The Captive Generator shall have obtained open access for the purpose of this Agreement for its full capacity from the relevant authorities and shall have executed Wheeling and Banking Agreement as per MERC (Distribution Open Access) Regulations, 2016 / MERC (Transmission Open Access) Regulations, 2016, as may be applicable and as amended time to time

(c) Metering System

The Captive User shall have installed AHT compliant calibrated Meter comprising main, check and standby meters and associated CTs/PTs of 0.2S class, as per the requirements of respective TRANSCO/DISCOM at the Delivery Point(s) for accurately recording the receipt of electricity from the Generation Point.

- 3.3 Both the Captive User and the Captive Generator shall use reasonable endeavours to procure the satisfaction or waiver in writing from respective Parties of the conditions precedent as set out in Clause 3.1. The Parties agree that the Conditions Precedents relating to the Captive Generator may be waived only by the Captive User. Further, it is clarified that the right to waive other Party's condition precedent is only an entitlement of the Party and not its obligation.
- 3.4 Each Party will inform the other Party of any fact or circumstance that either prevents or delays or may prevent or delay the satisfaction of any Conditions Precedent expressed in the Agreement to be satisfied by such first-mentioned Party, as soon as reasonably practicable after it becomes aware of such fact or circumstance.
- 3.5 Each Party will, promptly upon the satisfaction of each of its Conditions Precedent, give the other Party a written notice confirming completion thereof along with all supporting documents. Following receipt of such notice, the receiving Party will provide the notifying Party with a notice confirming that it agrees that such Conditions Precedent have been fulfilled or waived as represented in such notice.

It is agreed that the Conditions Precedent will be deemed to be fulfilled on the date when confirmations from both the Parties have been issued with respect to the fulfilment / waiver of all the Conditions Precedent of the other Party ("Effective Date").

Consequences of Non-Fulfilment of Conditions Precedent



- (a) Unless specifically mentioned otherwise, the Parties agree that the Conditions Precedent will be satisfied by the respective Parties no later than 9 (nine) months from the Execution Date ("Target Date"), unless waived on or prior to such Target Date, by the other Party;
- (b) In the event either Party is unable to fulfill its Conditions Precedent (or if such Conditions Precedent has not been waived by the other Party) by the Target Date, then the Transaction Documents will terminate automatically, without any consequences to either Party.

4. SHAREHOLDING REQUIREMENT & CAPTIVE GENERATING PLANT STATUS

- 4.1 The Captive User shall maintain its equity shareholding, as mentioned in recital E, in the Captive Generator throughout the Term of the PCA, unless the Captive User transfers its shareholding in accordance with the terms and conditions of the SSHA.
- 4.2 Both the Parties agree to maintain the status of the Project as a captive generating plant as per the provisions of the Electricity Rules, 2005, Electricity Act 2003 and Applicable Laws, as amended from time to time. The Captive User has agreed to buy and maintain the equity shares in the Captive Generator to fulfill the minimum 26% (Twenty-six percent) ownership criteria and consume its share of minimum 51% (fifty one percent) energy generated by the Project on an annual basis. Either Party will not sell/transfer its equity stake in the SPV during the Term of PCA without receiving No Objection Certificate (NOC) in writing from the other Party.

5. COMMISSIONING, SUPPLY AND CONSUMPTION OF THE ELECTRICITY

5.1 Commissioning of the Plant

The Captive Generator shall achieve Commissioning of the Plant no later than the SCOD. In case the Plant is not Commissioned and the Captive Generator is not able to commence the supply of power from the Plant for the corresponding Contracted Capacity by SCOD, and such failure to commence supply is attributable to reasons other than Force Majeure or the Captive User, the Captive Generator will be liable to pay to the Captive User an amount equal to difference between applicable DISCOM tariff rate (Energy Charges + wheeling charges - Fuel Adjustment Charges ("FAC") + Electricity Duty/Tax) and Tariff for each day of delay. It is clarified that the Captive Generator will not be entitled to any extension of time for Commissioning the Project beyond SCOD, except in case of a Force Majeure event or delays on account of reasons attributable to the Captive User. The remedy under this clause is in addition to any other rights/remedies available to the Captive User under the PCA.

5.2 Off-take commitments from Captive User

- (a) The Captive User hereby acknowledges, agrees and undertakes that it shall be the obligation of the Captive User to purchase and make timely payment for the agreed Contracted Energy (or for more than the Contracted Energy, which additional quantity the Captive User may at its sole discretion and without any binding obligation may schedule to purchase and consume) which it shall receive from the Plant in each Contract Year for the entire Term of the PCA subject to the grant of the open access consent and other regulatory provisions by the relevant authorities; and
- (b) In the event Captive User does not consume the energy injected to its account by the Captive Generator, such short fall in consumption shall be banked with respective DISCOM in Captive User's account. Provided however, that the Monthly Bill shall be as per the actual delivered units at the Delivery Point, which shall be calculated in terms of the provisions of clause 7.2 (and as also further clarified through illustration in Annexure I).



5.3 Payment by Captive User for shortfall in off-take

In the event that in a Contract Year the Captive User is unable to or fails to off-take the entire Contracted Energy or actual supplied energy, whichever is lesser, for any reason, then the Captive User shall be liable to pay to the Captive Generator the amount equal to the shortfall in the off-take of the Contracted Energy or actual supplied energy, whichever is lesser, at the Tariff which has been mutually determined by the Parties and provided under Clause 8.1.1.

5.4 Guaranteed supply from Captive Generator

The Captive Generator shall supply 100% (hundred percent) of Contracted Energy from its Plant. The Captive Generator shall generate and supply Guaranteed Contracted Energy in each year of the Term. The Guaranteed Contracted Energy is defined as 90% (Ninety percent) of the Contracted Energy each year adjusted for annual degradation (as provided in Annexure 2) ("Guaranteed Contracted Energy"). Plant capacity, yearly expected generation and Guaranteed Contracted Energy on monthly and annual basis is illustrated in Schedule-1.

Captive Generator undertakes that it shall, at its sole cost and expense including by making such changes, modifications and/or additions in the Plant/Solar Power Plant or any part thereof as may be necessary, meet its above obligation towards the Guaranteed Contracted Energy during the Term of this PCA.

5.5 Compensation by Captive Generator for shortfall in supply

The Captive Generator shall be liable to pay to the Captive User, compensation, in case the actual annual delivered energy (in MU terms) is below the Guaranteed Contracted Energy. If the Captive Generator is unable to meet its obligation towards supplying Guaranteed Contracted Energy, the compensation payable shall be based on the difference between the applicable DISCOM rate (only Energy Charges, wheeling charges, FAC and Electricity Duty/Tax excluding demand charges) and the Tariff rate per kWh, as set out in Schedules 2 and 3.

5.6 Insurances

The Captive Generator shall effect and maintain or cause to be effected and maintained during and before the Term, insurances against such risks, with such deductibles and with such endorsements and co-insured(s), for the Plant, which the Prudent Utility Practices would ordinarily merit and as required by the Lenders in relation to the Plant.

5.7 Operation and Maintenance

- (a) The Captive Generator shall, at its cost, be responsible for operation and maintenance of the Plant in accordance with the requirements of Applicable Laws and Prudent Utility Practices.
- (b) The Captive Generator shall keep complete and accurate records and all other data as may be required under Applicable Laws, concerning the proper administration of this Agreement and the operation, management and maintenance of the Plant.
- (c) With regard to declaration/ maintenance of the captive status of the Plant, the Captive Generator shall be obligated to make, on an annual basis (or as may statutorily be required) and in accordance with Applicable Law, necessary filings with the appropriate Governmental Instrumentality, as well as requisite applications to the Appropriate Commission. The Captive User shall provide all reasonable cooperation, as required, towards such filings.



- 6.1 The Captive Generator shall be deemed to be in control of the energy from the Plant up to the Generation Point and would be deemed to have delivered the energy to the Captive User once it is recorded at the Metering System of the Captive Generator, subject to deduction of Transmission Losses and Wheeling Losses, as applicable.
- 6.2 The Parties will be responsible to comply with Applicable Laws for the Generation Point or Delivery Point(s) including providing timely reports/forecasts to the statutory authorities or licensees as may be required.
- 6.3 The Captive User may at its own discretion purchase any additional supply of power by the Captive Generator, over and above the Contracted Energy as and when the same is available.

7. POWER CONSUMPTION/CAPTIVE USER'S OBLIGATIONS

- 7.1 The Captive User agrees to purchase a quantum of 10 Million Units for its Mumbai Facility and 40 Million Units for its Pune Facility from the Captive Generator ("**Contracted Energy**") at the Delivery Point in a Contract Year, as also detailed in Schedule I of this PCA. The Captive User shall consume the entire Contracted Energy on first charge basis. Any delivered energy not consumed by the Captive User shall be termed as "**Banked Energy**". Such Banked Energy is to be consumed by the Captive User as per the regulatory provisions of the state.
- 7.2 Captive User shall make payment to Captive Generator for the units delivered at the Delivery Point in terms of Clause 7.1, however Captive Generator shall assist Captive User with regard to settlement of banked energy with the DISCOM in order to get credit of those banked energy at the rate of average power purchase cost or any other rate as may be specified under the applicable regulation of Maharashtra. For sake of clarity, settlement of banked energy with DISCOM will be done at the end of settlement period as specified in the applicable regulation of Maharashtra and the same will be passed by Captive Generator to Captive User. Illustration for the above is given in Annexure-1.
- 7.3 The Captive User shall provide to the Captive Generator a block wise monthly forecast of quantum of power and scheduling of consumption before 5th (fifth) of every month along with a copy of monthly invoice, as is reasonably required by the Captive Generator to arrange for supply and wheeling of power through the DISCOM as the case may be. Subject to the Contracted Energy, the Captive User shall notify the Captive Generator of the maximum annual demand in KW and the load pattern for each financial year specifying the maximum expected demand for each month, at least 30 (thirty) Days prior to the start of each financial year ("**Drawl Schedule**").
- 7.4 The Captive User shall be responsible to comply with relevant laws, codes, regulations for the Delivery Point(s) including providing timely reports/forecasts to the statutory authorities or licensees as may be required.
- 7.5 Notwithstanding anything written in this PCA, the Captive User is required to consume minimum 51% (fifty one percent) of the cumulative energy being generated and supplied by the Captive Generator from the Plant in order to comply with the requirements of a captive generating plant under the Electricity Laws, amended time to time. However, for sake of clarification it is to be confirmed that under no circumstances the Captive User will be responsible/held responsible for maintaining sanctity of captive structure beyond its applicable and agreed shareholding and power offtake, from time to time.
- 7.6 Captive User shall utilize the Contracted Capacity in accordance with Applicable Laws and shall not resell the same and shall not take any action such that the Project loses its captive status. In the event that in a Contract Year the Captive User is unable to or fails to off-take the entire Contracted Energy or actual supplied energy, whichever is lesser, for any reason, then the Captive User shall be liable to pay to the Captive Generator. Tariff for the amount equal to



the shortfall in the off-take of the Contracted Energy or the actual supplied energy, whichever is lesser.

- 7.7 The Captive User shall during the Term, maintain its shareholding to meet the requirements of the Electricity Rule and all Applicable Laws to qualify the Plant as captive generating plant. In the event the Captive User commits any breach of the terms of this PCA which is not remedied in terms as provided in this PCA within the stipulated time period, then the Captive Generator shall, notwithstanding other rights available to it under this PCA or in Applicable Law, in order to ensure that the instant arrangement among the Parties is not diluted i.e. the status of 'captive generating plant' per the Applicable Laws for the Plant, remains valid continuously throughout the Term of this PCA, have the sole right to perform all deeds, including but not limited to identifying a third party to subscribe to; (i) transfer the existing Equity Shares held by the Captive User to such third party; and/or (ii) require the said third party to subscribe or purchase additional Equity Shares of the Captive Generator and consume additional electricity generated in the Plant, in the manner determined by the Captive Generator.
- 7.8 The Captive User shall cooperate with the Captive Generator in the process of availing all the statutory approvals for wheeling power at the Delivery Point. The Captive User shall provide all the required documents in this regard including meter installation report, most recent Monthly bills, report on installation of ABT compliant meters, etc.

8. TARIFF

- 8.1 The applicable initial Tariff for the supply of the power by the Captive Generator from the Plant to the Captive User at Delivery Point(s) shall be [REDACTED] ("Tariff") for the Mumbai Facility and [REDACTED] ("Tariff") for the Pune Facility. The detailed break-up of the Tariff for the Facility at the Delivery Point are set out in Schedules 2 and 3. Tariff will change periodically based on changes in parameters given in Schedule 2 and 3 and pursuant to Clause 8.2.
- 8.2 The Captive Generator acknowledges and agrees that it shall be responsible for obtaining open access and payment of open access charges (transmission charges & losses, wheeling charges & losses, Banking Charges, cross subsidy surcharge, additional surcharge, etc. and all taxes, duties, cess, and any other charges if applicable and imposed by Central Govt/State Govt/Local bodies) till the Delivery Point(s). Captive Generator agrees to reimburse the open access charges paid by the Captive User to the respective Discoms, as set out in Schedules 2 and 3.
- 8.3 Tariff escalation or reduction during the Term of PCA shall be allowed only on account of Change in Law events subject to minimum guaranteed savings to the Captive User as per Clause 8.4.
- 8.4 Captive Generator agrees and acknowledge that at any time during the Term of PCA, it shall provide minimum guaranteed savings per unit to Captive User equivalent to 15% (fifteen percent) for Pune Facility and 12% (twelve percent) for Mumbai Facility of the applicable DISCOM's Tariff (Energy Charges, FAC and Electricity Duty/Tax excluding demand charge) as applicable during the period of the PCA as per the illustrations set out in Schedule 2 and 3.
- 8.5 In case of financial unviability of the contract wherein savings per unit to Captive User is less than 15% (fifteen percent) for Pune Facility and/or 12% (twelve percent) for Mumbai Facility with respect to applicable DISCOM's tariff, Captive Generator shall explore the option of adjustments in Tariff to the extent possible in order to maintain the minimum guaranteed saving per unit to the Captive User and upon failure of negotiations between Captive Generator and Captive User, at any point of time during the Term of the Agreement, Captive User may exit the PCA:

- (a) by paying Termination Payment equivalent to 9 (nine) months Contracted Energy bill revenue or by serving a notice of 9 (nine) months during the Lock-In period; or



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- (b) by serving a notice of 3 (three) months post the Lock-In period.

The choice between serving notice or Termination payment lies with Lenders of the Project. This is in addition to any rights or relief(s) which Captive User entitled to under this Agreement or law.

- 8.6 The Captive Generator acknowledges and agrees that it shall be responsible for obtaining Approvals and registration of this Project including from MEDA as per the terms prescribed under the Government of Maharashtra GR No. NCE-2015/C.R.49/Energy-7 dated 20/07/2015 and methodology GR No. Apam-2015/pra.km.49/part-8/Eng-7 dated 09/09/2015 and/or under any other Applicable Laws. Consequently, the power supplied and delivered from the Project will be eligible for exemption from payment of electricity duty. In case the Captive Generator fails to obtain the approval and/or the registration from MEDA, the applicable electricity duty, for the power supplied and delivered from the Project to the Captive User, will be to the account of the Captive Generator.

- 8.7 In the event of termination of PCA before its Term, consequences as provided in the SSHA will apply.

9. MEASUREMENT OF ENERGY

9.1 Installation of Energy Meters

- (a) The Parties agree to comply with the relevant codes for the installation of Metering System as required as per the relevant regulatory provisions of the Applicable Laws for availing open access; and
- (b) For installation of meters, meter testing, meter calibration and meter reading and all matters incidental thereto, the Parties shall follow and be bound by the Applicable Laws and practices including Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, as amended and revised from time to time.

9.2 Reading and Correction of Meters

- (a) The responsibility of having the meters in good maintenance and to be read regularly shall be on either party for their respective installation; and
- (b) The facilities including the required metering facilities at the Generation Point(s) shall be constructed, operated and maintained by the Captive Generator at their own risk and cost. Similarly, the facilities including the required metering facilities at the Delivery Point(s) shall be constructed, operated and maintained by the Captive User at its own risk, cost and consequences.

10. BILLING AND PAYMENT OBLIGATIONS

10.1 Invoice and Payment

- (a) Captive Generator shall raise invoice on monthly basis after DISCOM's monthly energy bill has been issued and Captive User may release the undisputed payments within 30 (thirty) working Days from the date of receipt of the electronic invoice ("Due Date") to the Captive Generator. Payments shall be released only if the Captive User gets credit of renewable units in their electricity bills issued by its DISCOM's; and
- (b) Captive Generator will submit the documentary proof of actual quantity of power delivered for Captive User along with its monthly invoice. The relevant invoice will be raised based on the provisional monthly energy data for the energy delivered at



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Delivery Point based on SLDC website data. After receipt of State Energy Account ("SEA") for the previous month from SLDC, adjustment will be made towards the difference in the following monthly invoice of the next month as below:

- (i) Actual invoice based on SEA issued by SLDC minus provisional invoice issued for the month; and
 - (ii) Rebate, if any, admissible for the previous month shall also be suitably taken in account.
- (c) The Captive User will have the right to:
- (i) make any deductions from the amount payable under an invoice, as required on account of Open Access charges as mentioned in Clause 6.2 (liable to be incurred by the Captive Generator in accordance with this Agreement) under Applicable Laws, if such aforesaid charges have been paid by the Captive User directly to DISCOM; and
 - (ii) set off against any invoice, such sums that are due and payable by the Captive Generator to the Captive User under this Agreement, to the extent such amounts could not be appropriated from the Performance Security.

(d) **Invoice Delivery**

Invoices shall be in writing and shall either be (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; or (iv) transmitted by email (such transmission to be effective on the day of receipt if received prior to 5:00 pm local time on a Business Day or in any other case as of the next Business Day following the day of transmittal).

10.2 Delay in Payment

In case of any payment against a monthly invoice beyond the Due Date (unless in case of disputed invoice), the Captive User shall pay simple interest at 12% (twelve percent) per annum calculated on a day-to-day basis from the first day of receipt of invoice, on the amount unpaid.

10.3 Disputed Invoices

- (a) The Captive User may notify the Captive Generator of a Dispute with respect to the Invoice (the "**Disputed Amounts**"). if any, with particulars thereof;
- (b) Within 7 (seven) days of receiving such notice, the Captive Generator will present any information or evidence as may reasonably be required for determining that the Disputed Amounts are payable; and
- (c) The Captive User will have the right to withhold payment of any Disputed Amounts until settlement of the Dispute, which settlement shall be in the manner set forth in Clause 17. For avoidance of doubt, Captive User will continue to make payments for all undisputed amounts during subsistence of the Dispute.

10.4 Environmental Attributes



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- (a) The Captive User will be entitled to all environmental benefits, attributes, credits, incentives, rebates, offsets, allowances, and entitlements (including renewable energy certificates) related to supply and use of energy from the Project under Applicable Laws; and
- (b) All benefits arising out of or in relation to fulfilment of (i) 'Renewable Purchase Obligations', (ii) energy efficiency measures mandated by the Bureau of Energy Efficiency, applicable to the Captive User under Electricity Laws will remain with the Captive User.

11. FORCE MAJEURE

11.1 A 'Force Majeure' means any event or circumstance or combination of events including but not limited to those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under the PCA, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party, are of unforeseen nature and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

- (a) Any act of god such as lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon or tornado resulting in the evacuation of power being disrupted from the Delivery Point;
- (b) Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, grid failure, insurrection, terrorist or military action which makes the performance of obligations under this PCA impossible; or
- (c) Radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Plant by the Affected Party or those employed or engaged by the Affected Party.

11.2 Force Majeure shall not include any event or circumstance which is within the reasonable control of the Parties, including but not limited to the following conditions, except to the extent that they are consequences of an event of Force Majeure:

- (a) changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Plant;
- (b) Delay in the performance of any contractor, sub-contractor or their agents;
- (c) Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
- (d) Strikes at the facilities of the Affected Party;
- (e) Insufficiency of finances or funds or the Transaction Documents becoming onerous to perform; and
- (f) Non-performance caused by, or, connected with the Affected Party's:
 - (i) Negligent or intentional acts, errors or omissions;
 - (ii) Failure to comply with an Applicable Law; or



- (iii) Breach of, or default under the Transaction Documents.
- (g) any act or failure to act by any Governmental Instrumentality purporting to exercise jurisdiction which prevents or delays performance of obligations by the Affected Party, unless such Governmental Instrumentality's action or inaction affects any or all category(ies) of the stakeholders in either Party's industry.

11.3 Notification of Force Majeure Event

The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than 2 (two) Days after the date of commencement of such Force Majeure event or the date on which such Affected Party should reasonably have become aware of the commencement of the Force Majeure event. If an event of Force Majeure results in the breakdown of communication rendering it impossible to give notice within the applicable time limit specified above, then the Affected Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than 1 (one) Day after such reinstatement.

The Affected Party shall give the other Party regular Monthly reports on the progress of the remedial measures proposed to be implemented and other such information which the other Party may reasonably require and request about the Force Majeure Event.

The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under the PCA, as soon as practicable after becoming aware of each of these cessations.

11.4 Relief Available for a Force Majeure Event

- (a) No Party shall be in breach of its obligations pursuant to this PCA except to the extent that the performance of its obligations was prevented and delayed due to a Force Majeure Event;
- (b) Every Party shall be entitled to claim relief in relation to a Force Majeure Event in regard to its obligations as specified under this PCA;
- (c) For avoidance of doubt, neither Party's obligation to make payments of money due and payable prior to the occurrence of the Force Majeure events under this PCA shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party;
- (d) Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Event; and
- (e) If an event of Force Majeure continues for an uninterrupted period longer than 120 (one hundred twenty) days such that it prevents the Captive Generator from performing all or any part of its material obligations under the PCA, then the Captive User shall be entitled to terminate the PCA with immediate effect without liability to the Captive Generator by giving written notice to the Captive Generator.

12. RESPONSIBILITY OF CAPTIVE GENERATOR AND CAPTIVE USER

12.1 Approvals & Permissions



- (a) Captive Generator needs to obtain and at all times maintain the necessary permissions and Approvals from all the concerned agencies till the Delivery Point including, but not limited to, SLDC, RLDC, Transmission & Distribution Company, etc.;
- (b) Captive Generator shall agree to abide by all the Applicable Laws, Regulations and procedures applicable to such transactions and including but not limited to Captive User's anti-bribery and corruption requirements and Captive User's ethical standards and human rights requirements;
- (c) For captive arrangement, a Share subscription and Shareholder's Agreement (SSHA) has to be entered between the Captive Generator and the Captive User. The Captive Generator and Captive User have to ensure that it complies with the applicable legal requirements to ensure that the Project retains captive status all the time during the Term of PCA;
- (d) The Captive User under captive arrangement shall have a minimum of 26% (twenty six percent) of the paid-up equity capital with voting rights in the SPV, as per Applicable Laws and Electricity Rules, 2005 as amended from time to time;
- (e) The Captive Generator shall ensure all the compliances with Applicable Laws and Electricity Rules, 2005 and as amended from time to time and ensure that a minimum of 26 % (twenty six percent) shareholding is held by Captive User to ensure continuation of captive status of the Project during the entire Terms of PCA. Any non-compliance, for any reason not attributed to the Captive User or a Change in Law, resulting in levy/payment of Cross Subsidy Surcharge, Additional Surcharge or any other charges as applicable, shall be borne by the Captive Generator. Any non-compliance, for any reason attributed to the Captive User, and a Change in Law resulting in levy/payment of Cross Subsidy Surcharge, Additional Surcharge or any other charges as applicable, shall be borne by the Captive User; and
- (f) The Captive Generator shall support the compliance to be specifically undertaken by Captive User and shall provide the necessary inputs, information and expertise to make Captive User self-reliant and self-fulfilling for the compliances.

12.2 The Captive Generator hereby acknowledges and agrees that it shall be the sole responsibility of the Captive Generator to perform the following obligations under this PCA:

- (a) To register with state nodal agency and procure the required government order/Approvals for setting up the Plant;
- (b) To enter into Wheeling and Banking Agreement; and
- (c) The Captive Generator shall obtain necessary Approvals for the sale of power generated from the Plant to the Captive User and enter into such long-term open access arrangements required with DISCOM/TRANSCO as required to supply power to the Captive User.

12.3 The Captive User hereby acknowledges and agrees that it shall be the sole responsibility of the Captive User to perform the following obligations under this PCA:

- (a) providing all assistance in the smooth execution of this Agreement, as reasonably required by the Captive Generator;
- (b) obtaining and maintaining in full force and effect all consents, as required by the Captive User, including but not limited to those required in relation to purchase or offtake of electricity, pursuant to this Agreement and under applicable Law;



- (c) off-taking Contracted Energy on and from the SSD;
- (d) incurring all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of energy meters at Delivery Point(s);
- (e) complying with all applicable Law including the Grid Code in relation to the offtake of Contracted Energy under this Agreement; and
- (f) making or ensuring that the Captive User makes payments of Tariff and all other payments required to be made to the Captive Generator under this Agreement, in accordance with this Agreement.

13. TAXES, DUTIES AND CHANGE IN LAW

- 13.1 Each Party shall solely be responsible or obligated in any manner for the payment of any taxes, levies, charges, cess, etc. which such Party is required to pay for the performance of its obligations under this PCA.
- 13.2 The Parties expressly agree that it shall be the responsibility of the Captive User to indemnify and hold harmless the Captive Generator against any claims that may be made against the Captive Generator in relation to the matters arising from the default of the Captive User in making payment of the taxes in relation to its obligations as specified herein this PCA.
- 13.3 The Parties expressly agree that it shall be the responsibility of the Captive Generator to indemnify and hold harmless the Captive User against any claims that may be made against the Captive User in relation to the matters arising from the default of the Captive Generator in making payment of the taxes in relation to its obligations as specified herein this PCA.
- 13.4 In the event of a Change in Law, the following will apply:
 - (a) If as a result of Change in Law, that has an impact on the Project, the affected Party should notify the other Party (in writing) regarding the details of such Change in Law event and its impact on the costs of the supply of electricity as contemplated under this Agreement and/or the operation and maintenance of the Project ("Change in Law Notice");
 - (b) Upon receipt of a Change in Law Notice, the Parties shall mutually agree if any amendments are required to be made to this Agreement, subject to Clauses 8.3, 8.4 and 8.5 of this Agreement;
 - (c) Subject to Clauses 8.3, 8.4 and 8.5 of this Agreement, in the event the Change in Law affects the captive requirements, the Parties shall endeavour in good faith to restructure the existing arrangement under this Agreement in order to retain the captive status of the Project and to comply with the then applicable captive requirements on an ongoing basis;
 - (d) In case of a Change in Law relating to banking of power in Maharashtra, which may impact the existing Wheeling and Banking Agreement executed pursuant to this Agreement, the Captive Generator shall find a suitable Captive User(s) for the quantum of power to be surrendered, within 6 (six) months of such Change in Law. Notwithstanding the same, the Captive User shall be liable to pay cost equivalent to Contracted Energy for the 6 (six) months or till the time Captive Generator ties up the balance power with other suitable power captive user(s), whichever is earlier.

EVENT OF DEFAULT



14.1 Captive Generator's Event of Default

The occurrence and continuation of any of the following events by the Captive Generator unless any such event occurs as a result of a Force Majeure Event, will be termed as Captive Generator Event of Default ("Captive Generator's Event of Default"):

- (a) An event of default by the non-performance of its obligations under the provisions of this PCA which may have a detrimental effect on the supply of the power and/or the Plant;
- (b) If the Captive Generator becomes party to any bankruptcy, liquidation, winding up, receivership, reorganization, compulsory composition or dissolution proceedings which may be initiated against it and if such filing and proceeding is not revoked or discharged within 90 (ninety) Days from such filing;
- (c) If the Captive Generator fails to obtain and maintain the necessary and requisite Approvals for the Plant and/or failure to comply with Applicable Law;
- (d) Breach of any of the terms of the PCA;
- (e) If the Captive Generator assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Project in contravention of the provisions of this PCA;
- (f) The Captive Generator delays the Commissioning of the Project by more than 90 (ninety) Days from the SCOD;
- (g) If the Captive Generator fails to supply Monthly Guaranteed Contracted Energy as per Schedule-4 for a continuous period of 3 (three) months (other than Force Majeure event or deviation on account of change in solar irradiance);
- (h) If the Captive Generator fails to supply 90% (ninety percent) of Contracted Energy for two continuous Contract Years after suitable adjustment for agreed degradation;
- (i) failure to maintain the captive status of the Project against the requirements of Electricity Rules, 2015 and other Applicable Laws other than due to Captive User's default;
- (j) Failure on part of the Captive Generator to submit or maintain the Performance Security as required in accordance with Clause 3.2.1 of this PCA.
- (k) If the Captive Generator abandons or threatens to abandon the supply of energy from the Plant, unless the same is attributable / occasioned due to any material breach of any material terms of this Agreement by the Captive User;
- (l) Failure by the Captive Generator to operate and maintain the Plant in accordance with the terms of this Agreement and/or Prudent Utility Practices;
- (m) Any representation or warranty of the Captive Generator proves to be false or misleading and causes a material adverse effect on its ability to perform its obligations hereunder;
- (n) The Captive Generator commits any material breach under any Applicable Laws, Approvals, permit or license with respect to its obligations under this Agreement; or



- (c) Any material non-compliance of its obligations as specified and provided under the provisions of the Transaction Documents by the Captive Generator which may have a detrimental effect on the supply of the power and the Plant.

14.2 Captive User's Event of Default

The occurrence and continuation of any of the following events by the Captive User unless any such event occurs as a result of a Force Majeure Event, will be termed as Captive User Event of Default ("Captive User Event of Default").

- (a) The Captive User fails to pay Undisputed Amounts to the Captive Generator (as per terms of the PCA) for a period of 30 (thirty) Days after the Due Date of payment;
- (b) Material breach of any of the terms of the PCA by Captive User;
- (c) If the Captive User becomes subject of bankruptcy, insolvency, liquidation or winding up proceedings and which proceeding is not set aside, dismissed, withdrawn or the underlying claim in relation thereto is not settled within 90 (ninety) Days of its commencement, except for the purpose of a merger, consolidation or re-organization that does not affect the ability of the resulting entity to perform its obligations under this Agreement and provided that such resulting entity expressly assumes all such obligations;
- (d) Any material non-compliance of its obligations as specified and provided under the provisions of the Transaction Documents by the Captive User which may have a detrimental effect on the supply of the power and the Plant; and
- (e) failure to maintain the captive status of the Project with respect to the requirements of Electricity Rules, 2005 for reasons solely attributable to the Captive User

14.3 Notice of Default

- (a) Upon the occurrence of either Party's events of default, the Captive Generator or the Captive User, as the case may be, shall deliver a notice to the defaulting Party ("Notice of Default") which shall specify in reasonable detail the event of default leading to serving of Notice of Default to that Party;
- (b) The defaulting Party shall be entitled to get a cure period of 30 (thirty) Days to remedy the default from the date on which the Notice of Default is served on the defaulting Party;
- (c) On the expiry of the cure period as provided in Clause 14.3 (b) and unless otherwise agreed between the Parties, if the event of default is not remedied within such specified period, the non-defaulting Party may serve a termination notice to forthwith terminate the PCA ("Notice of Termination"); and
- (d) Upon termination of the Agreement, the Captive Generator may enter into agreements to sell any portion of the Contracted Energy to any third party.

15. TERMINATION

- 15.1 Neither Party has the right to terminate the PCA from the date of signing of this Agreement for a period of 10 (ten) years (Lock-in period) for reasons of convenience except as defined in clause 8.4, 8.5 and 14.

Subject to the terms of clause 15.1, if the Agreement is terminated for convenience during Lock-in period by the Captive User, then the Captive User at its sole discretion may terminate



the PCA with no financial obligations by serving a notice of 9 (nine) months to the Captive Generator or may terminate the PCA by giving 30 (thirty) days notice and by paying to the Captive Generator, an amount equal to estimated Revenue for 8 (eight) months .

- 15.3 Subject to the terms of clause 15.1, if the Agreement is terminated for convenience during Lock-in period by the Captive Generator, the Captive Generator shall be obligated to pay an amount equivalent to Revenue for 9 (nine) Months to Captive User.

"Revenue" referred to in Clause 15.2 and 15.3 shall mean the Monthly Contracted Energy multiplied by the Tariff.

- 15.4 Upon expiry of the Lock-in period, either Party may terminate this Agreement by giving 3 (three) months notice to other Party.

- 15.5 In addition to provisions under this Agreement, upon termination of the PCA the consequences as provided in the SSHA will apply.

- 15.6 Termination of the Agreement shall be without prejudice to the accrued rights and liabilities of the Parties up to the date of termination, unless waived in writing by the Parties.

16. GOVERNING LAW AND JURISDICTION

This PCA shall be governed by and construed in accordance with the laws of Republic of India and subject to Clause 17 (*Dispute Resolution*), the Parties hereby submit to the exclusive jurisdiction of the courts at New Delhi for settlement of any dispute or claim arising out of or in connection with the PCA.

17. DISPUTE RESOLUTION

- 17.1 The Parties agree to meet and confer in good faith on all matters of common interest or all controversies, claims or disputes under or arising out of or relating to this PCA ("Dispute"). In case any such Dispute is recognized by either Party, it will communicate the substance of such Dispute to the other Party. Once a Dispute has been raised, the Parties shall make all reasonable efforts to reach a resolution within 30 (thirty) Days after the Dispute has been notified to the other Party in writing.

- 17.2 In the event any Dispute which has not been resolved as provided in Clause 17.1 above, such Dispute shall be settled through final and binding arbitration through a sole arbitrator jointly appointed by the Parties under the Arbitration Act. The arbitration proceedings shall be governed by and conducted in accordance with the provisions of the Arbitration Act as amended from time to time and seat and venue of the arbitration will be New Delhi. The arbitration shall be conducted in English language.

- 17.3 The Parties shall bear the fees of their respective attorneys, experts and other fees and expenses in connection with any arbitration unless otherwise determined by the arbitrators.

- 17.4 The Parties shall continue to perform their respective obligations, which do not form a subject matter of the Dispute, under this PCA during the arbitration proceedings and no payments payable by the Captive Generator shall be withheld or delayed except as regards any particular obligation or any particular payment which itself is the subject matter of the arbitration proceedings.

18. REPRESENTATIONS AND WARRANTIES

18.1 Captive Generator's representations and warranties

The Captive Generator represents and warrants to Captive User that:



- (a) It has the power to execute, deliver and perform the terms and provisions of this PCA and has taken all necessary actions to authorize the execution, delivery and performance by it of this PCA;
- (b) It has duly executed and delivered this PCA and this PCA constitutes a legally valid and binding obligation enforceable in accordance with its terms;
- (c) Neither the execution, delivery or performance by the Captive Generator of this PCA, nor compliance by it with the terms and provisions hereof will:
 - (i) contravene any material provision of any law, statute, rule or regulation or any order, writ, injunction or decree of any court or governmental authority; or
 - (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Captive Generator is a party or by which it or any of its properties or assets are bound; or
 - (iii) violate any provision of the Captive Generator's charter documents; or
 - (iv) it does not have arrears of payment / dues towards DISCOM or licensee; and
- (d) No order, consent, approval, license, authorisation or validation of, or filing, recording or registration with or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorise, or is required in connection with, the execution, delivery and performance of this PCA.

18.2 Captive User's representations and warranties

Captive User represents and warrants to the Captive Generator that:

- (a) It has the power to execute, deliver and perform the terms and provisions of this PCA and has taken all necessary actions to authorize the execution, delivery and performance by it of this PCA;
- (b) It has duly executed and delivered this PCA and this PCA constitutes a legally valid and binding obligation enforceable in accordance with its terms;
- (c) Neither the execution, delivery or performance by the Captive User of this PCA, nor compliance by it with the terms and provisions hereof will:
 - (i) contravene any material provision of any law, statute, rule or regulation or any order, writ, injunction or decree of any court or Governmental Instrumentality;
 - (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which Captive User is a party or by which it or any of its properties or assets are bound;
 - (iii) violate any provision of the Captive User's charter documents; or
 - (iv) it does not have arrears of payment / dues towards DISCOM or licensee; and
- (d) No order, consent, approval, license, authorisation or validation of, or filing, recording or registration with or exemption by, any governmental or public body or authority, or



any subdivision thereof, is required to authorize, or is required in connection with, the execution, delivery and performance of this PCA.

19. INDEMNIFICATION

Both the Parties shall indemnify, defend and hold the other Party harmless against:

- (a) Any and all third party claims for any loss of or damage to property of such third party, or death, injury to such third party, arising out of a breach by the indemnifying Party of any of its obligations under this PCA;
- (b) Any breach of the PCA by the indemnifying Party or any Person acting on behalf of the indemnifying Party, including but not limited to, a failure by the indemnifying Party or a Person acting on behalf of the indemnifying Party to comply with the provisions of this PCA and/or Applicable Law and/or applicable permits and for reasons attributable to the indemnifying Party;
- (c) Any and all claims and losses which may arise from the indemnifying Party's failure to pay taxes for which it is responsible under this PCA, and
- (d) Any and all claims and losses which may arise and be incurred by the indemnified Party in relation to any infringement of intellectual property rights of any third party which are required to be provided in connection with performance of its obligation by the indemnifying Party pursuant to the terms of this PCA.

20. LIMITATION OF LIABILITY

Except as may be otherwise mutually agreed between the Parties, neither the Captive Generator nor the Captive User nor its/ their respective officers, directors, agents, employees or affiliates (or their officers, directors, agents or employees), shall be liable or responsible to the other Party or its affiliates, officers, directors, agents, employees, successors or permitted assigns or their respective insurers for incidental, indirect or consequential damages, connected with or resulting from the performance or non-performance under the provisions of this PCA, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits, any increased expense of, reduction in or loss of power generation, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of Captive Generator, the Captive User or others), strict liability, contract, or otherwise. Both the Parties expressly acknowledge and agree that the indemnified parties shall not be entitled to claim indemnity more than once for the same loss.

Subject to Clause 15, in no event, regardless of the form of the claim or cause of action (whether based in contract, negligence, strict liability, tort or otherwise) the aggregate liability of the Captive User under this PCA will exceed 25% (twenty five percent) of the Contracted Energy for a year to be arrived based on the applicable Tariff (either paid and/or payable) at that point of time pursuant to this Agreement

21. CONFIDENTIALITY

- 21.1 Each Party (including their nominees, representatives, agents, employees, directors and the like) shall keep all information relating to the other Party, the Plant, the terms of the letter of intent including its existence, the discussions regarding a possible transaction between the Parties, the information shared between the Parties with regard to the PCA and the SHA (collectively, referred to as the "Information") confidential. Further the Parties shall not issue any public release or public announcement or otherwise make any disclosure concerning this PCA, without the prior written approval of the other Party, provided however, that nothing in this Agreement shall restrict any of the Parties from disclosing any information as may be required under Law subject to providing a prior written notice of 7 (seven) Days to the other



Parties. Subject to Law, such prior notice shall also include (a) details of the Information intended to be disclosed along with the text of the disclosure language, if applicable; and (b) the disclosing Party shall also cooperate with the other Parties to the extent that such other Party may seek to limit such disclosure including taking all reasonable steps to resist or avoid the applicable requirement, at the request of the other Parties.

21.2 Nothing in Clause 21.1 shall restrict any Party from disclosing Information for the following purposes:

- (a) To the extent that such Information is in the public domain or in prior possession of the receiving Party other than by breach of this Agreement;
- (b) To the extent that such Information is required to be disclosed by any Law;
- (c) To the extent that any such Information is/ are later acquired by such Party from a source not obligated to any other Party hereto, or its Affiliates, to keep such Information confidential; and
- (d) Disclosures on a need to know basis to such Party's Affiliates and to their employees, directors or professional advisors, provided that such Party shall procure that such employees, directors or professional advisors treat such Information as confidential.

22. NOTICES

All notices and correspondence required or permitted under this PCA between the Parties shall be in writing (in English language) and shall be delivered by personal delivery, facsimile/electronic transmission, internationally recognised courier service or registered mail or registered post acknowledgement due or email, in the manner as elected by the Party giving such notice to the following addresses:

Notice to Captive Generator:

Address: C-11, Sector - 65, Noida, Gaurami Buddha Nagar, Uttar Pradesh - 201301, India
Email: Ashwani.chandra@avaada.com
Fax: 022 - 26844888/0120-4128330
Attn: Ashwani Chandra

Notice to Captive User:

Address: Ground floor, Next Gen Tower, Opp. Savitri Cinema, Greater Kailash 1, New Delhi - 110048
Email: akhil.agarwal@sttelemediagdc.in
Attn: Akhil Agarwal
Email: lalit.khanna@sttelemediagdc.in
Attn: Lalit Khanna

All notices shall be deemed to have been delivered on: (i) if sent by courier, on 5th (fifth) Day of dispatch, (ii) if sent by electronic transmission, on the same Day if sent during business hours, or the immediately succeeding Business Day if sent outside business hours, and (iii) in case of personal delivery, at the time of actual delivery. Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Parties not less than 7 (seven) Days prior written notice.

23. MISCELLANEOUS

Amendment



This Agreement may only be amended with a written consent duly signed and executed by the authorized representatives of both the Parties. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in writing duly signed and executed by the Party against whom the waiver is sought to be enforced.

This PCA contains provisions relating to supply of and off-take of Contracted Energy from the Captive Generator to the Captive User. However, Parties agree to discuss in good faith any possible increase in the off-take quantum on Year-On-Year basis upon the Captive User agreeing to notifying the Captive Generator 6 (six) months in advance from the date of such additional renewable energy requirement, and suitably amend this PCA to incorporate such mutually agreed terms so as to enable the Captive Generator to ramp up its power generation capacity accordingly. However, the Parties shall not be bound or obligated to execute such amendments/deeds and Captive User shall be, at its option, also be entitled to avail such additional renewable energy from any other sources.

23.2 Assignment

Neither Party shall assign this PCA, in whole or in part, to any third party without obtaining prior written consent from the other Party, which consent shall not be unreasonably withheld. However, the Captive Generator shall not be required to obtain prior written consent from the Captive User for assigning this PCA, in whole or in part, to any of its Lenders.

Both the Parties hereby acknowledge and agree that upon the occurrence of the event where either Party may transfer its assets due to merger, amalgamation, takeover, acquisition and financial reconstruction, or there is the transfer of the Captive User's facility to any third party, the resultant entity shall be obligated to perform the Party's obligations under the PCA as the new obligor and shall replace the original obligor. The Parties further acknowledge and agree that the resultant entity shall not in any manner dilute or negotiate the existing terms and conditions of the PCA. The resultant entity shall be bound by the terms and conditions of the PCA as if it were the original obligor under the PCA.

23.3 Cost and Expenses

Save as provided under this PCA, each Party shall bear and is responsible for its own costs in connection with the negotiation, preparation, execution, and performance of this PCA or any other documents which may be negotiated, prepared and executed between the Parties in relation to the Plant.

23.4 Severability

If any provision of this PCA shall be determined to be invalid or unenforceable under Applicable Laws, all other provisions of this PCA shall continue in full force and effect unless such invalidity or unenforceability adversely affects the underlying intent of this PCA or unless the invalid or unenforceable provision comprises an integral part of, or is inseparable from the remainder of this PCA. Provided, however, that if such severability materially changes the economic benefits of this PCA to any Party, the Parties shall negotiate an equitable adjustment in the provisions of this PCA in good faith.

23.5 Announcements

- (a) Neither Party shall make any announcement or issue any circular in connection with the existence or subject matter of this Agreement without the prior written approval of the other Party; and
- (b) The restriction in Clause 23.5 (a) above shall not apply to the extent that the announcement or circular otherwise is required by Applicable Law, any stock exchange



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or any Government Instrumentality. Each Party shall consult with the other Party in advance as to its form, content and timing of such announcement.

23.6 Waiver

- (a) No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorized representative of such Party, and
- (b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

23.7 Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns and shall not be construed as creating any duty, standard of care or any liability towards any third person.

23.8 No Partnership

None of the provisions of this Agreement shall constitute a partnership or agency or any such similar relationship between the Parties.

23.9 Entire Agreement

This Agreement, constitutes the entire agreement between the Parties, concerning the subject matter hereof. Except in case of fraud or misrepresentation, all previous documents, undertakings, and agreements, whether oral, written, or otherwise, between the Parties concerning the subject matter hereof are hereby cancelled and shall be of no further force or effect and shall not affect or modify any of the terms or obligations set forth in this Agreement, except as the same may be made part of this Agreement in accordance with its terms, including the terms of any of the appendices, attachments or exhibits.

23.10 Further Acts and Assurances

Each of the Parties after convincing itself agrees to execute and deliver all such further agreements, documents and instruments, and to do and perform all such further acts and things, as shall be necessary or convenient to carry out the provisions of this Agreement and to consummate the transactions contemplated hereby.

IN WITNESS WHEREOF the Parties hereto, each acting under due and proper authority have executed this Agreement on the date first mentioned above.

**For and on behalf of the Captive Generator,
Avaada Sunlight Private Limited**


(Authorized Signatory)

**Name: Prashant Choubey
Title: Authorized Signatory**



**For and on behalf of the Captive User,
STT Global Data Centres India Private Limited**


(Authorized Signatory)

**Name: Lalit Khanna
Title: General Counsel**

**SCHEDULE 1: CONTRACTED CAPACITY, CONTRACTED ENERGY, GUARANTEED
CONTRACTED ENERGY & OPEN ACCESS ALLOCATION**

CONTRACTED CAPACITY OF THE PLANT: 25.0 MW AC / 32.5 MW DC

CONTRACTED ENERGY OF THE PLANT: 50 Million Units per annum

MONTHLY GUARANTEED CONTRACTED ENERGY: As per Schedule-4

1. For Mumbai Facility (as under):
 - (a) Contracted Energy: 10 Million Units per annum
 - (b) Guaranteed Contracted Energy: 90% of Contracted Energy (as per clause 1(a) above)
2. For Pune Facility (as under):
 - (a) Contracted Energy: 40 Million Units per annum
 - (b) Guaranteed Contracted Energy: 90% of Contracted Energy (as per clause 2 (a) above)
3. That the Plant capacity (25 MW AC) will be consumed at the Captive User's facilities in below proportion:

STT GLOBAL DATA CENTRES INDIA PVT LTD - Pune (C. No. 170019049340) - 20 MW AC	STT GLOBAL DATA CENTRES INDIA PVT LTD - BKC, MUMBAI (C. No. 900000908789) - 5 MW AC
---	---



SCHEDULE 4: Monthly Guaranteed Contracted Energy

Month	Generation in MWh	Plant Generation In MWh		Delivered quantity @Consumer bus (In MWh) post Transmission loss (3.18%) & Wheeling loss (0.27% for Mumbai, nil for Pune)		Total Monthwise MWh for Consumer
		For Mumbai	For Pune	Mumbai	Pune	
		20.00%	80.00%			
January	4749	950	3799	917	3678	4596
February	4716	943	3773	911	3653	4564
March	5334	1067	4267	1030	4132	5162
April	5270	1054	4216	1018	4082	5099
May	5109	1022	4087	987	3957	4943
June	3510	702	2808	678	2718	3396
July	2861	576	2305	556	2232	2788
August	3304	661	2643	638	2559	3197
September	4094	819	3275	791	3171	3961
October	4880	976	3904	947	3780	4722
November	4578	916	3663	884	3546	4430
December	4696	939	3757	907	3637	4544
Yearly	53121	10624	42497	10259	41145	51404
		53121		51404		

Note:

1. Above Monthly Guaranteed Contracted Energy is for the first year which is subject to annual degradation of solar module as per Annexure – 2
2. The distribution/transmission losses are as per the prevailing regulation, same shall be amended as per the applicable tariff order and resulted energy at Captive User bus will be vary accordingly.



ANNEXURE – I (Illustration)

Particulars	Formula	NO.	UoM
Units Injected at the Injection Point in a Particular Month	A	100	kWh
Transmission Loss (Assume EHT Connection)	B	5.00%	%
Net Energy After Transmission Loss	$C = A * (1 - B)$	95	kWh
DISCOM Adjusted Units in that Particular Month	D	85	kWh
Excess Energy (Not Consumed by Captive User)	$E = \text{if}(C > D, C - D, 0)$	10	kWh
Banking Charges (in Kind)	F	10%	%
Banking Charges (in Kwh)	$G = (E * F)$	1	kWh
Units to be billed to the Captive User in that Particular Month	$H = C - G$	94	kWh



ANNEXURE - 2: ANNUAL DEGRADATION SCHEDULE OF THE PLANT

ANNUAL DEGRADATION OF THE PLANT IS 0.7% PER ANNUM



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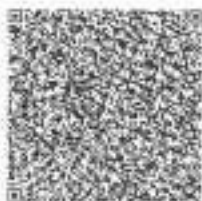
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL86216695674750S
Certificate Issued Date	: 29-Sep-2020 12:16 PM
Account Reference	: IMPACC (IV)/ dl732103/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL73210379455007913776S
Purchased by	: STT GLOBAL DATA CENTRES INDIA PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: STT GLOBAL DATA CENTRES INDIA PVT LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: STT GLOBAL DATA CENTRES INDIA PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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

THIS NON-JUDICIAL STAMP PAPER FORMS AN INTEGRAL PART OF THIS "POWER PURCHASE AGREEMENT" BETWEEN "STT GLOBAL DATA CENTRES INDIA PRIVATE LIMITED" AND "AVAADA MHKHAMGAON PRIVATE LIMITED" EXECUTED ON 3RD DAY OF NOVEMBER 2020 AT NEW DELHI.

Statutory Alert:

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



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL86217110693463S
Certificate Issued Date	: 29-Sep-2020 12:17 PM
Account Reference	: IMPACC (IV)/ dl732103/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL73210379454730261035S
Purchased by	: STT GLOBAL DATA CENTRES INDIA PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: STT GLOBAL DATA CENTRES INDIA PVT LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: STT GLOBAL DATA CENTRES INDIA PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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

THIS NON-JUDICIAL STAMP PAPER FORMS AN INTEGRAL PART OF THIS "POWER PURCHASE AGREEMENT" BETWEEN "STT GLOBAL DATA CENTRES INDIA PRIVATE LIMITED" AND "AVAADA MHKHAMGAON PRIVATE LIMITED" EXECUTED ON 3RD DAY OF NOVEMBER 2020 AT NEW DELHI.

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4. In case of any discrepancy please inform the Competent Authority.

POWER PURCHASE AGREEMENT

BY AND BETWEEN

**AVAADA MHKHAMGAON PRIVATE LIMITED
("Captive Generator")**

AND

**STT GLOBAL DATA CENTRES INDIA PRIVATE LIMITED
("Captive User")**

DATED: 3rd November, 2020

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POWER PURCHASE AGREEMENT

This Power Purchase Agreement (“PPA”/“Agreement”) is made and entered on this 3rd day of November, 2020 (“Execution Date”)

BY AND BETWEEN:

Avaada MHKhamgaon Private Ltd, a private limited company incorporated under the Companies Act, 2013, having CIN U40300UP2019PTC124398, and having its registered office at C-11, sector – 65, Noida, Gautam Buddha Nagar, Uttar Pradesh - 201301, India(hereinafter referred to as **Captive Generator**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) represented by its director Mr. Prashant Choubey authorized by its board of directors vide resolution dated 29th September 2020;

AND

STT GLOBAL DATA CENTRES INDIA PRIVATE LIMITED (CIN U74999MH2007PTC176737), a company incorporated under the Companies Act, 1956 and having its registered office at 5th Floor, Tower B, C-21 & C-36, 'G' Block, Bandra Kurla Complex, Mumbai, Maharashtra, India 400098 and its business office at Ground floor, Next Gen Tower, Opp. Savitri Cinema, Greater Kailash I, New Delhi - 110048 (hereinafter referred to as the "**Captive User**, which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the OTHER PART.

The Captive Generator and Captive User shall collectively be referred to as “**Parties**” and individually as “**Party**”.

WHEREAS:

- A. The Captive Generator is a Special Purpose Vehicle (“SPV”) is engaged in the business of power generation through non-conventional energy sources and is currently establishing a Solar Power Plant (*as defined hereinbelow*) located in Khamgaon Taluka of Buldhana District of Maharashtra, with a total installed capacity of 50 MW AC / 65 MW DC (the “**Plant**” or “**Project**”) Captive Generator may set up additional capacity in due course for purpose of supply of power to Captive User as specified in Clause 23.1 of this Agreement;
- B. The Captive User is in the business of providing co-location data centre(s) services at pan India level and is having its data centre(s) at Mumbai BKC and Pune (individually referred to as “**Mumbai Facility**” and “**Pune Facility**” and collectively referred to as “**Facility**”) and is a scheduled high tension consumer of Tata Power Discom and MSEDCL (herein referred to as “**DISCOM**”) respectively in the state of Maharashtra;
- C. The Captive User and Captive Generator have agreed to jointly establish the Project for the purpose of operating the Facility, pursuant to which, the Captive Generator has agreed to supply power from the Plant to the Captive User in accordance with the terms of this PPA, Applicable Law and on the basis that the Plant shall qualify as a Captive Generating Plant of the Captive User as per the Applicable Laws (*as defined hereinbelow*);
- D. The Parties acknowledge and agree that the Captive Generator shall not enter into any other PPA(s) with other industrial/commercial consumer(s) and shall at all times comply with Applicable Laws to qualify the Plant as a “Captive Generating Plant” as per the applicable provisions of the Electricity Rules, 2005, Electricity Act 2003 and other relevant Applicable Laws (*as defined hereinbelow*);
- E. The Captive User has agreed to subscribe to 26% (twenty-six percent) of the equity share capital of the SPV along-with voting rights (excluding equity share capital with differential voting rights) to qualify the Plant as a “Captive Generating Plant” under the Electricity Rules, 2005,



Electricity Act 2003 and other relevant Applicable Laws, for which the Parties will enter into necessary Transaction Documents separately and all such agreements will be co-terminus; and

- F. The Captive User has agreed to consume 40 Million Unit of renewable power at its Mumbai Facility and 59 Million Unit of renewable power at its Pune Facility on annual basis respectively.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this PPA and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), the Parties with the intent to be legally bound hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this PPA unless the context otherwise requires:

“Affected Party” means the Party whose performance in relation to performance of its obligations under this PPA has been affected by an event of Force Majeure;

“Affiliate” shall mean with respect to: (i) any Person other than a natural person, any other Person that, either directly or indirectly through one or more intermediate Persons, Controls, is Controlled by or is under the common Control, with that Person; and (ii) any Person that is a natural person, any other Person who, directly or indirectly, is Controlled by or is under common Control with the first named Person, either singly or jointly with his Relatives and any “Relative” (as defined in the Companies Act) of such natural person;

“Agreement” means this PPA/ Agreement, including the Recitals, Annexures and Schedules to this Agreement, and will include all amendments, modifications and supplements to this Agreement made in writing by the Parties in accordance with the terms of this Agreement;

“Applicable Law(s)” means, in relation to this PPA, all laws of the Republic of India as amended from time to time including Electricity Laws in force, statute, decree, ordinance, regulation, notice, circular, code, scheduling requirements, restriction and curtailment orders, categorization of consumers, rule or direction, or any interpretation of any of them by a Governmental Instrumentality and includes all applicable rules, regulations, orders, directions, notifications by a Governmental Instrumentality pursuant to or under any of them;

“Approvals” means all permits, clearances, licenses, consents, authorizations, registrations, waivers, privileges, acknowledgements or concessions, for the development and installation of the Plant and/ or for the generation and supply of the electricity in accordance with the terms of this Agreement;

“Arbitration Act” means the Arbitration and Conciliation Act, 1996 and its rules, as amended from time to time;

“Asset User Agreement” means such Agreement dated August 10, 2020 executed between Viraj Solar Maharashtra Private Ltd. and Avaada MHKhamgaon Private Ltd;

“Base Rate” means the marginal cost lending rate for advances of 1 (one) year duration declared by State Bank of India from time to time;

“Business Day” means a day other than a Saturday or Sunday or any public holiday in India or a public holiday in the state of Maharashtra on which scheduled banks are open for business in the state of Maharashtra;



“Banking Charges” means applicable charges to be paid to distribution licensee for banking the surplus power generated as per Maharashtra Electricity Regulatory Commission (Distribution Open Access) Regulations, 2016 as amended from time to time;

“Captive User’s Event of Default” has the meaning ascribed to it in Clause 14.2;

“Change in Law” means the occurrence of any of the following events after the SSD, which results in any additional recurring/ non-recurring expenditure by the Captive Generator or any income to the Captive Generator:

- (a) the enactment, coming into effect, adoption, promulgation, modification or repeal (without re-enactment or consolidation) in India, of any Applicable Law;
- (b) a change in the interpretation or application of any Applicable Law by any Government Instrumentality having the legal power to interpret or apply such Law or any competent court of law; and
- (c) the imposition by any Governmental Instrumentality of any material condition in connection with the issuance, renewal, modification (including ceasing to have full force and effect or inclusion of any additional consents, permissions, Approvals or actions of similar nature), revocation or non-renewal of any Approval; and
- (d) change in the interpretation of any Applicable Law pertaining to compliance of the captive requirements or provision thereof by a Governmental Authority whose interpretation is binding in rem;

Any event(s) mentioned above will qualify as a Change in Law only in case it has an impact on:

- (i) the applicable open access charges (transmission charges & losses, wheeling charges & losses, Banking Charges, cross subsidy surcharge, additional surcharge, etc.) and taxes, duties, cess, and any other charges (if applicable) imposed by a Government Instrumentality

Provided the term “taxes, duties, cess, and any other charges” for the purpose of Change in Law will not include and any taxes, duties, cess, or any other charges or levy of any nature (including but not limited to safeguard duty, basic custom duty, anti-dumping duty) which has an impact on the capital cost, operating expenses of the Project as well as any change relating to income tax.

- (b) structure of captive generating plants under the Applicable Law.

“Commissioning” means the commencement of supply of Contracted Energy, after procurement of relevant Approvals, to the Captive User without any restriction / constraint or curtailment on such supply of energy from the Plant;

“Contract Year” means the 12 (twelve) Months period starting from SSD, and its each anniversary thereafter.

“Control” as used in this definition means, with respect to a Person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise);

“Check Meters” means the meters connected in parallel to the same core of the current transformers (CTs) and potential transformers (PTs) to which the Main Metering System is



connected, and which could be used for energy accounting and billing in case of failure of the Main Metering System;

“Contracted Capacity” means 50 MW AC / 65 MW DC capacity of the Plant corresponding to the Contracted Energy;

“Contracted Energy” means 40 Million Unit to be supplied to the Delivery Points at Mumbai and 59 Million Unit to be supplied to the Delivery Point at Pune respectively, as further defined in Clause 7.1;

“Day” means a period of 24 (twenty-four) consecutive hours beginning at 00-00 hours on each Day;

“Delivery Point(s)” means the electricity supply main/s of the Captive User at 22 KV at Mumbai Facility and 22 KV at Pune Facility (to be upgraded to 220 KV within 3 (three) months from Execution Date);

“DISCOM” shall mean The Tata Power Co. Ltd. and Maharashtra State Electricity Distribution Company Limited (MSEDCL), companies that provides electricity to Mumbai and Pune districts respectively in the Indian State of Maharashtra , which are the licensed electricity distribution companies for the Captive User’s Facility;

“Dispute” has the meaning set out in Clause 17.1

“Disputed Amounts” has the meaning set out in Clause 10.3;

“Due Date” has the meaning ascribed to it in Clause 10.1;

“Effective Date” has the meaning assigned to it in Clause 3.5;

“Electricity Laws” means the Electricity Act, 2003 and the codes, rules and regulations made there under from time to time along with amendments and replacements thereof in whole or in part and any other Applicable Law related to electricity;

“Execution Date” means the date of execution of this Agreement by both Parties, and as noted on the first page of this Agreement;

“Generation Point” means the point at which the Captive Generator injects the power for supply through the Interconnection Facilities at 132kV voltage level located at 220/132kV Balapur Substation, dist. Akola;

“Governmental Instrumentality” means any legislative, judicial, regulatory, executive or other governmental body (including any agency, department, board, instrumentality, commission, office or authority) of the GoI or GoM or local authority or any political sub-division thereof;

“GoI” means the Government of India;

“GoM” means the Government of Maharashtra;

“Grid” means the low voltage electrical network, the distribution and transmission network or the high voltage backbone system of inter-connected transmission lines, sub-stations and generating plants for sale of energy or wheeling of energy;

“Grid Code” means the Indian Electricity Grid Code issued by CERC vide notification No. L-1/18/2010-CERC, New Delhi, 28-04-2010 including any amendments and modifications thereto and/or [relevant state] Grid Code, as amended from time to time;



“Grid Outage” means an interruption or reduction in the power delivery/supply capability of the Grid that is due to technical problems or overload conditions in the Grid;

“Guaranteed Contracted Energy” has the meaning ascribed to it in Clause 5.5;

“High Tension” or **“HT”** means a voltage equal or higher than 11 kV volts;

“Interconnection Facilities” means the facilities of the TRANSCO, the Captive Generator and/or the DISCOM required to transmit the electricity generated from the Generation Point to the Delivery Point, except for equipment required for Metering Facilities;

“kV” means kilo volt;

“kW” means kilowatt;

“kWh” means kilowatt-hour;

“Lender(s)” mean the banks or financial institutions, or the holding company/group companies of the Captive Generator which provide debt funding for the purposes of financing the development of the Project;

“MW” means megawatt;

“Main Meter” means the meter on the basis of which energy accounting and billing shall be done by the Captive Generator;

“MERC” means Maharashtra Electricity Regulatory Commission.

“Metering System” means all meter(s) and current and potential transformers along with cubicles and installed at the Generation Point or the Delivery Point for measuring and recording the delivery and receipt of energy;

“Maintenance Outage” means an interruption or reduction in the generating capability of the Project, which:

- (a) is not a Scheduled Outage; and
- (b) is for the purpose of performing work on specific components, which cannot be postponed until the next Scheduled Outage or is required due to Change in Law or a Force Majeure;

“Month” means a calendar month;

“Monthly Guaranteed Contracted Energy” has the meaning ascribed to it in Schedule - 4;

“MU” means Million Units;

“Notice of Termination” has the meaning ascribed to it in Clause 14.3(c);

“Notice of Default” has the meaning ascribed to it Clause 14.3;

“Prudent Utility Practices” means those practices, methods, techniques and standards as prevalent from time to time, that are generally accepted for use in electrical utility industries and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power plants of size, service and type as that of the Plant and that generally



conforms to manufacturers' operation and maintenance guidelines and is in compliance of the Applicable Law;

“SCOD” means “Schedule Commercial Operation Date” which date shall be on or before 9 (nine) months from the Execution Date or as mutually extended by the Parties;

“Captive Generator’s Event of Default” has the meaning ascribed to in Clause 14.1;

“SLDC” means the State Load Dispatch Center as notified by the State Government under the provisions of the Electricity Laws;

“Special Purpose Vehicle” or **“SPV”** shall mean a legal entity owning, operating and maintaining a generating station and with no other business or activity to be engaged in by the said legal entity;

“SSHA” or **“SHA”** means the Share, Subscription and Shareholders’ Agreement to be executed among Captive User and the Captive Generator dated on or about the date of this PPA;

“Scheduled Outage” means a planned interruption of the generating capability of the Project:

- (a) for inspection, testing, preventive maintenance, corrective maintenance, repairs, replacements and improvements; and
- (b) which is not a Maintenance Outage;

“Scheduled Supply Date” or **“SSD”** means the date for which open access is granted and on which date there is commencement of the supply of the Contracted Energy under this PPA to the Captive User;

“Solar Power Plant” means the solar photo voltaic power plant to be set up by the Captive Generator in the state of Maharashtra for supply of Power to the Captive User at its data centres located both at Pune & Mumbai, Maharashtra has the meaning ascribed to in Recital A;

“Tariff” shall have the meaning ascribed to it in Clause 8;

“Term” has the meaning ascribed to it in Clause 2.1;

“Transaction Documents” shall mean this Agreement, SSHA and any other documents executed pursuant to this Agreement in connection with the matters specified herein;

“Transmission Company” or **“TRANSCO”** means the Maharashtra State Electricity Transmission Company Ltd. (“MSETCL”) or its successor entities established under Electricity Laws;

“Transmission Charges” means applicable charges to be paid to TRANSCO for transmission of power;

“Transmission Losses” means applicable losses to be paid to TRANSCO for transmission of power;

“Unit” means kilowatt-hour or kWh;

“Wheeling and Banking Agreement” shall mean the agreement entered by the Captive Generator with TRANSCO and/or DISCOM for transmission or/and wheeling of power from the Generation Point to the Delivery Point(s);



“Wheeling Charges” means applicable charges to be paid to distribution licensee for wheeling of power under the Wheeling and Banking Agreement; and

“Wheeling Losses” means applicable losses to be paid to distribution licensee for wheeling of power.

1.2 Interpretation

In this PPA unless the context otherwise requires:

- (a) References to any statute or statutory provision or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof;
- (b) References to persons shall include body corporate, unincorporated associations, partnerships and any organisation or entity having legal capacity;
- (c) Headings to Clauses are for convenience only and shall not form part of the operative provisions of this PPA and shall not be taken into consideration in its interpretation or construction;
- (d) References to Recitals, Clauses and Schedules are, unless the context otherwise requires, references to recitals or clauses of this PPA;
- (e) References to the words include or including shall be construed as being suffixed by the words without limitation;
- (f) Unless the context otherwise requires, words importing the singular include the plural and vice versa;
- (g) Neither Party shall be liable to the other for any consequential, indirect or special damages to persons or property whether arising in tort, contract or otherwise, by reason of this PPA or any services performed or undertaken to be performed hereunder (including but not limited to loss of production, loss of profits, loss in operations); and
- (h) Words and expressions used in this PPA, if not specifically defined hereinabove, but defined in the Act, shall have the meaning assigned to them in the Act. Other words and expressions used herein but not specifically defined in this PPA, regulations or in the Act but defined under any other Applicable Law, shall have the meaning assigned to them in such Applicable Law. In addition, references to “Articles”, “Sections” or “Exhibits” shall be to articles, sections, or exhibits of this PPA.

2. TERM OF THE PPA

- 2.1 The term of the PPA shall be for a period of 25 (twenty five) years from the SSD (“**Term**”) unless terminated earlier in accordance with the provisions of this Agreement, or by agreement of the Parties evidenced in writing. Further, the Parties agree that there shall be a lock-in for the first 10 (ten) years from the SSD.
- 2.2 Clause 1 (Definitions and Interpretation), Clause 3 (Conditions Precedent), Clause 11 (*Force Majeure*), Clause 14 (*Event of Default*), Clause 15 (*Termination*), Clause 16 (*Governing Law and Jurisdiction*), Clause 17 (*Dispute Resolution*), Clause 18 (*Representations and Warranties*), Clause 19 (*Indemnification*) and Clause 23 (*Miscellaneous*) will come into force and become binding upon the Parties on and from the Execution Date. Except for the aforesaid clauses, all other provisions of this Agreement will come into force and effect on the Effective Date.



3. CONDITIONS PRECEDENT

3.1 To effectiveness of this PPA

- (a) The Captive User purchasing or subscribing to the equity shares (as defined under the SSHA) in accordance with the SSHA;
- (b) The Captive User shall have provided all assistance to Captive Generator for obtaining open access approval from the area distribution licensee and/or any other relevant authorities for use of transmission lines for supply of power from the Generation Point at the Plant to the Delivery Point(s);
- (c) The Captive User shall have delivered copy of its constitutional documents to the Captive Generator;
- (d) Captive Generator shall execute and provide the Captive User with a certified copy of “Asset User Agreement”;
- (e) Captive Generator shall ensure that the land belonging to/owned by Viraj Solar Maharashtra Private Ltd is leased to the Captive Generator for the purpose of setting up and operation of the Plant as per the terms of this PPA and provide a copy of document(s) evidencing such lease;
- (f) Captive Generator shall ensure that the engineering, procurement and construction contracts for construction of the Project have been executed; and
- (g) Captive Generator shall ensure that financial closure for financing the Project has been achieved;

3.2 For commencement of supply of power

Both the Parties acknowledge and agree that the supply of power from the Plant will commence upon the fulfilment of the following conditions by the Parties:

(a) Performance Security

- (i) The Captive Generator shall provide to the Captive User at its own cost, at a mutually agreed date, before the SCOD, as Performance Security, a Bank Guarantee, equivalent to Rs 11.6 Crores for power supply to Pune Facility, and Rs. 7.9 Crores for power supply to Mumbai Facility;
- (ii) In case the Captive Generator does not fulfil contractual obligations under this Agreement, including:
 - (A) failure to commission the Project by SCOD, the Captive User will have the right to encash the Performance Security or part thereof, as liquidated damages, as per the amounts specified as in Clause 5.1, without prejudice to the other rights of the Captive User under this Agreement and Applicable Laws;
 - (B) supply of the Guaranteed Contracted Energy as per the terms of Clause 5.4 & 5.5, the Captive User will have the right to encash the Performance Security or part thereof, as damages, without prejudice to the other rights of the Captive User under this Agreement and Applicable Laws;



- (iii) The Captive Generator should ensure that the Performance Security provided under this clause remains in force and valid until 13 (thirteen) months from the SSD for power supply to Pune Facility, and 31 (thirty one) months from the SSD for power supply to Mumbai Facility, and the validity of the said Bank Guarantees shall be extended/reduced by 3 (three) months (as the case may be);
- (iv) In case of partial or full encashment of the Performance Security, within 7 (seven) days of such encashment, the Captive Generator will replenish or replace the Performance Security to its original amount as per terms of this clause; and
- (v) The Performance Security shall be unconditional and irrevocable, and shall constitute the first and exclusive charge on all amounts due and payable by the Captive User to the Captive Generator, and the Captive User shall be entitled to enforce the Performance Security by making a deduction from the amounts due and payable by it to the Captive Generator in accordance with the provisions of the PPA. The format of Performance Security shall be provided / approved by Captive User.

(b) Wheeling and Banking Agreement

The Captive Generator shall have obtained open access for the purpose of this Agreement for its full capacity from the relevant authorities and shall have executed Wheeling and Banking Agreement as per MERC (Distribution Open Access) Regulations, 2016 / MERC (Transmission Open Access) Regulations, 2016, as may be applicable and as amended time to time.

(c) Metering System

The Captive User shall have installed ABT compliant calibrated Meter comprising main, check and standby meters and associated CTs/PTs of 0.2S class, as per the requirements of respective TRANSCO/DISCOM at the Delivery Point(s) for accurately recording the receipt of electricity from the Generation Point.

- 3.3 Both the Captive User and the Captive Generator shall use reasonable endeavours to procure the satisfaction or waiver in writing from respective Parties of the conditions precedent as set out in Clause 3.1. The Parties agree that the Conditions Precedents relating to the Captive Generator may be waived only by the Captive User. Further, it is clarified that the right to waive other Party's condition precedent is only an entitlement of the Party and not its obligation.
- 3.4 Each Party will inform the other Party of any fact or circumstance that either prevents or delays or may prevent or delay the satisfaction of any Conditions Precedent expressed in the Agreement to be satisfied by such first-mentioned Party, as soon as reasonably practicable after it becomes aware of such fact or circumstance.
- 3.5 Each Party will, promptly upon the satisfaction of each of its Conditions Precedent, give the other Party a written notice confirming completion thereof along with all supporting documents. Following receipt of such notice, the receiving Party will provide the notifying Party with a notice confirming that it agrees that such Conditions Precedent have been fulfilled or waived as represented in such notice.

It is agreed that the Conditions Precedent will be deemed to be fulfilled on the date when confirmations from both the Parties have been issued with respect to the fulfilment / waiver of all the Conditions Precedent of the other Party ("**Effective Date**").



3.6 Consequences of Non-Fulfilment of Conditions Precedent

- (a) Unless, specifically mentioned otherwise, the Parties agree that the Conditions Precedent will be satisfied by the respective Parties no later than 9 (nine) months from the Execution Date (“**Target Date**”), unless waived on or prior to such Target Date, by the other Party;
- (b) In the event either Party is unable to fulfil its Conditions Precedent (or if such Conditions Precedent has not been waived by the other Party) by the Target Date, then the Transaction Documents will terminate automatically, without any consequences to either Party.

4. SHAREHOLDING REQUIREMENT & CAPTIVE GENERATING PLANT STATUS

- 4.1 The Captive User shall maintain its equity shareholding, as mentioned in Clause 3.1.1, in the Captive Generator throughout the Term of the PPA, unless the Captive User transfers its shareholding in accordance with the terms and conditions of the SSHA.
- 4.2 Both the Parties agree to maintain the status of the Project as a captive generating plant as per the provisions of the Electricity Rules, 2005, Electricity Act 2003 and Applicable Laws, as amended from time to time. The Captive User has agreed to buy and maintain the equity shares in the Captive Generator to fulfil the minimum 26% (Twenty-six percent) ownership criteria and consume its share of minimum 51% (fifty one percent) energy generated by the Project on an annual basis. Either Party will not sell/transfer its equity stake in the SPV during the Term of PPA without receiving No Objection Certificate (NOC) in writing from the other Party.

5. COMMISSIONING, SUPPLY AND CONSUMPTION OF THE ELECTRICITY

5.1 Commissioning of the Plant

The Captive Generator shall achieve Commissioning of the Plant no later than the SCOD. In case the Plant is not Commissioned and the Captive Generator is not able to commence the supply of power from the Plant for the corresponding Contracted Capacity by SCOD, and such failure to commence supply is attributable to reasons other than Force Majeure or the Captive User, the Captive Generator will be liable to pay to the Captive User an amount equal to difference between applicable DISCOM tariff rate (Energy Charges + wheeling charges + Fuel Adjustment Charges (“**FAC**”) + Electricity Duty/Tax) and Tariff for each day of delay. It is clarified that the Captive Generator will not be entitled to any extension of time for Commissioning the Project beyond SCOD, except in case of a Force Majeure event or delays on account of reasons attributable to the Captive User. The remedy under this clause is in addition to any other rights/remedies available to the Captive User under the PPA.

5.2 Off-take commitments from Captive User

- (a) The Captive User hereby acknowledges, agrees and undertakes that it shall be the obligation of the Captive User to purchase and make timely payment for the agreed Contracted Energy (or for more than the Contracted Energy, which additional quantity the Captive User may at its sole discretion and without any binding obligation may schedule to purchase and consume) which it shall receive from the Plant in each Contract Year for the entire Term of the PPA subject to the grant of the open access consent and other regulatory provisions by the relevant authorities; and
- (b) In the event Captive User does not consume the energy injected to its account by the Captive Generator, such short fall in consumption shall be banked with respective DISCOM in Captive User’s account. Provided however, that the Monthly Bill shall be as per the actual delivered units at the Delivery Point, which shall be calculated in terms



of the provisions of clause 7.2 (*and as also further clarified through illustration in Annexure 1*).

5.3 **Payment by Captive User for shortfall in off-take**

In the event that in a Contract Year the Captive User is unable to or fails to off-take the entire Contracted Energy or actual supplied energy, whichever is lesser, for any reason, then the Captive User shall be liable to pay to the Captive Generator the amount equal to the shortfall in the off-take of the Contracted Energy or actual supplied energy, whichever is lesser, at the Tariff which has been mutually determined by the Parties and provided under Clause 8.1.

5.4 **Guaranteed supply from Captive Generator**

The Captive Generator shall supply 100% (hundred percent) of Contracted Energy from its Plant. The Captive Generator shall generate and supply Guaranteed Contracted Energy in each year of the Term. The Guaranteed Contracted Energy is defined as 90% (Ninety percent) of the Contracted Energy each year adjusted for annual degradation (as provided in Annexure 2) ("**Guaranteed Contracted Energy**"). Plant capacity, yearly expected generation and Guaranteed Contracted Energy on monthly and annual basis is illustrated in Schedule-1.

Captive Generator undertakes that it shall, at its sole cost and expense including by making such changes, modifications and/or additions to the Plant/Solar Power Plant or any part thereof as may be necessary, meet its above obligation towards the Guaranteed Contracted Energy during the Term of this PPA.

5.5 **Compensation by Captive Generator for shortfall in supply**

The Captive Generator shall be liable to pay to the Captive User, compensation, in case the actual annual delivered energy (in MU terms) is below the Guaranteed Contracted Energy. If the Captive Generator is unable to meet its obligation towards supplying Guaranteed Contracted Energy, the compensation payable shall be based on the difference between the applicable DISCOM rate (only Energy Charges, wheeling charges, FAC and Electricity Duty/Tax excluding demand charges) and the Tariff rate per kWh, as set out in Schedules 2 and 3.

5.6 **Insurances**

The Captive Generator shall effect and maintain or cause to be effected and maintained during and before the Term, insurances against such risks, with such deductibles and with such endorsements and co-insured(s), for the Plant, which the Prudent Utility Practices would ordinarily merit and as required by the Lenders in relation to the Plant.

5.7 **Operation and Maintenance**

- (a) The Captive Generator shall, at its cost, be responsible for operation and maintenance of the Plant in accordance with the requirements of Applicable Laws and Prudent Utility Practices.
- (b) The Captive Generator shall keep complete and accurate records and all other data as may be required under Applicable Laws, concerning the proper administration of this Agreement and the operation, management and maintenance of the Plant.
- (c) With regard to declaration/ maintenance of the captive status of the Plant, the Captive Generator shall be obligated to make, on an annual basis (or as may statutorily be required) and in accordance with Applicable Law, necessary filings with the appropriate Governmental Instrumentality, as well as requisite applications to the Appropriate Commission. The Captive User shall provide all reasonable cooperation, as required, towards such filings.



6. POWER DELIVERY

- 6.1 The Captive Generator shall be deemed to be in control of the energy from the Plant up to the Generation Point and would be deemed to have delivered the energy to the Captive User once it is recorded at the Metering System of the Captive Generator, subject to deduction of Transmission Losses and Wheeling Losses, as applicable.
- 6.2 The Parties will be responsible to comply with Applicable Laws for the Generation Point or Delivery Point/(s) including providing timely reports/forecasts to the statutory authorities or licensees as may be required.
- 6.3 The Captive User may at its own discretion purchase any additional supply of power by the Captive Generator, over and above the Contracted Energy as and when the same is available.

7. POWER CONSUMPTION/CAPTIVE USER'S OBLIGATIONS

- 7.1 The Captive User agrees to purchase a quantum of 40 Million Units for its Mumbai Facility and 59 Million Units for its Pune Facility from the Captive Generator ("**Contracted Energy**") at the Delivery Point in a Contract Year, as also detailed in Schedule 1 of this PPA. The Captive User shall consume the entire Contracted Energy on first charge basis. Any delivered energy not consumed by the Captive User shall be termed as "**Banked Energy**". Such Banked Energy is to be consumed by the Captive User as per the regulatory provisions of the state.
- 7.2 Captive User shall make payment to Captive Generator for the units delivered at the Delivery Point in terms of Clause 7.1, however Captive Generator shall assist Captive User with regard to settlement of banked energy with the DISCOM in order to get credit of those banked energy at the rate of average power purchase cost or any other rate as may be specified under the applicable regulation of Maharashtra. For sake of clarity, settlement of banked energy with DISCOM will be done at the end of settlement period as specified in the applicable regulation of Maharashtra and the same will be passed by Captive Generator to Captive User. Illustration for the above is given in Annexure-1.
- 7.3 The Captive User shall provide to the Captive Generator a block wise monthly forecast of quantum of power and scheduling of consumption before 5th (fifth) of every month along with a copy of monthly invoice, as is reasonably required by the Captive Generator to arrange for supply and wheeling of power through the DISCOM as the case may be. Subject to the Contracted Energy, the Captive User shall notify the Captive Generator of the maximum annual demand in KW and the load pattern for each financial year specifying the maximum expected demand for each month, at least 30 (thirty) Days prior to the start of each financial year ("**Drawl Schedule**").
- 7.4 The Captive User shall be responsible to comply with relevant laws, codes, regulations for the Delivery Point(s) including providing timely reports/forecasts to the statutory authorities or licensees as may be required.
- 7.5 Notwithstanding anything written in this PPA, the Captive User is required to consume minimum 51% (fifty one percent) of the cumulative energy being generated and supplied by the Captive Generator from the Plant in order to comply with the requirements of a captive generating plant under the Electricity Laws, amended time to time. However, for sake of clarification it is to be confirmed that under no circumstances the Captive User will be responsible/held responsible for maintaining sanctity of captive structure beyond its applicable and agreed shareholding and power offtake, from time to time.
- 7.6 Captive User shall utilize the Contracted Capacity in accordance with Applicable Laws and shall not resell the same and shall not take any action such that the Project loses its captive



status. In the event that in a Contract Year the Captive User is unable to or fails to off-take the entire Contracted Energy or actual supplied energy, whichever is lesser, for any reason, then the Captive User shall be liable to pay to the Captive Generator, Tariff for the amount equal to the shortfall in the off-take of the Contracted Energy or the actual supplied energy, whichever is lesser.

- 7.7 The Captive User shall during the Term, maintain its shareholding to meet the requirements of the Electricity Rule and all Applicable Laws to qualify the Plant as captive generating plant. In the event the Captive User commits any breach of the terms of this PPA which is not remedied in terms as provided in this PPA within the stipulated time period, then the Captive Generator shall, notwithstanding other rights available to it under this PPA or in Applicable Law, in order to ensure that the instant arrangement among the Parties is not diluted *i.e.* the status of 'captive generating plant' per the Applicable Laws for the Plant, remains valid continuously throughout the Term of this PPA, have the sole right to perform all deeds, including but not limited to identifying a third party to subscribe to: (i) transfer the existing Equity Shares held by the Captive User to such third party; and/or (ii) require the said third party to subscribe or purchase additional Equity Shares of the Captive Generator and consume additional electricity generated in the Plant, in the manner determined by the Captive Generator.
- 7.8 The Captive User shall cooperate with the Captive Generator in the process of availing all the statutory approvals for wheeling power at the Delivery Point. The Captive User shall provide all the required documents in this regard including meter installation report, most recent Monthly bills, report on installation of ABT compliant meters, etc.

8. TARIFF

- 8.1 The applicable initial Tariff for the supply of the power by the Captive Generator from the Plant to the Captive User at Delivery Point(s) shall be ("Tariff") for the Mumbai Facility and ("Tariff") for the Pune Facility. The detailed break-up of the Tariff for the Facility at the Delivery Point are set out in Schedules 2 and 3. Tariff will change periodically based on changes in parameters given in Schedule 2 and 3 and pursuant to Clause 8.2.
- 8.2 The Captive Generator acknowledges and agrees that it shall be responsible for obtaining open access and payment of open access charges (transmission charges & losses, wheeling charges & losses, Banking Charges, cross subsidy surcharge, additional surcharge, etc. and all taxes, duties, cess, and any other charges if applicable and imposed by Central Govt/State Govt/Local bodies) till the Delivery Point(s). Captive Generator agrees to reimburse the open access charges paid by the Captive User to the respective Discoms, as set out in Schedules 2 and 3.
- 8.3 Tariff escalation or reduction during the Term of PPA shall be allowed only on account of Change in Law events subject to minimum guaranteed savings to the Captive User as per Clause 8.4.
- 8.4 Captive Generator agrees and acknowledge that at any time during the Term of PPA, it shall provide minimum guaranteed savings per unit to Captive User equivalent to 15% (fifteen percent) for Pune Facility and 12% (twelve percent) for Mumbai Facility of the applicable DISCOM's Tariff (Energy Charges, FAC and Electricity Duty/Tax excluding demand charge) as applicable during the period of the PPA
- 8.5 In case of financial unviability of the contract wherein savings per unit to Captive User is less than 15% (fifteen percent) for Pune Facility and 12% (twelve percent) for Mumbai Facility with respect to applicable DISCOM's tariff, Captive Generator shall explore the option of adjustments in Tariff to the extent possible in order to maintain the minimum guaranteed saving per unit to the Captive User and upon failure of negotiations between Captive Generator and Captive User, at any point of time during the Term of the Agreement, Captive User may exit the PPA:



- (a) by paying Termination Payment equivalent to 9 (nine) months Contracted Energy bill revenue or by serving a notice of 9 (nine) months during the Lock-In period
- (b) by serving a notice of 3 (three) months post the Lock-In period.

The choice between serving notice or Termination payment lies with Lenders of the Project. This is in addition to any rights or relief(s) which Captive User entitled to under this Agreement or law.

- 8.6 In the event of termination of PPA before its Term, consequences as provided in the SSHA will apply.

9. MEASUREMENT OF ENERGY

9.1 Installation of Energy Meters

- (a) The Parties agree to comply with the relevant codes for the installation of Metering System as required as per the relevant regulatory provisions of the Applicable Laws for availing open access; and
- (b) For installation of meters, meter testing, meter calibration and meter reading and all matters incidental thereto, the Parties shall follow and be bound by the Applicable Laws and practices including Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, as amended and revised from time to time.

9.2 Reading and Correction of Meters

- (a) The responsibility of having the meters in good maintenance and to be read regularly shall be on either party for their respective installation; and
- (b) The facilities including the required metering facilities at the Generation Point(s) shall be constructed, operated and maintained by the Captive Generator at their own risk and cost. Similarly, the facilities including the required metering facilities at the Delivery Point(s) shall be constructed, operated and maintained by the Captive User at its own risk, cost and consequences.

10. BILLING AND PAYMENT OBLIGATIONS

10.1 Invoice and Payment

- (a) Captive Generator shall raise invoice on monthly basis after DISCOM's monthly energy bill has been issued and Captive User may release the undisputed payments within 30 (thirty) working Days from the date of receipt of the electronic invoice ("**Due Date**") to the Captive Generator. Payments shall be released only if the Captive User gets credit of renewable units in their electricity bills issued by its DISCOM's; and
- (b) Captive Generator will submit the documentary proof of actual quantity of power delivered for Captive User along with its monthly invoice. The relevant invoice will be raised based on the provisional monthly energy data for the energy delivered at Delivery Point based on SLDC website data. After receipt of State Energy Account ("**SEA**") for the previous month from SLDC, adjustment will be made towards the difference in the following monthly invoice of the next month as below:
 - (i) Actual invoice based on SEA issued by SLDC minus provisional invoice issued for the month; and



- (ii) Rebate, if any, admissible for the previous month shall also be suitably taken in account.
- (c) The Captive User will have the right to:
 - (i) make any deductions from the amount payable under an invoice, as required on account of Open Access charges as mentioned in Clause 8.2 (liable to be incurred by the Captive Generator in accordance with this Agreement) under Applicable Laws, if such aforesaid charges have been paid by the Captive User directly to DISCOM; and
 - (ii) set off against any invoice, such sums that are due and payable by the Captive Generator to the Captive User under this Agreement, to the extent such amounts could not be appropriated from the Performance Security.

(d) **Invoice Delivery**

Invoices shall be in writing and shall either be (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; or (iv) transmitted by facsimile/email (such transmission to be effective on the day of receipt if received prior to 5:00 pm local time on a Business Day or in any other case as of the next Business Day following the day of transmittal).

10.2 Delay in Payment

In case of any payment against a monthly invoice beyond the Due Date (unless in case of disputed invoice), the Captive User shall pay simple interest at 12% (twelve percent) per annum calculated on a day-to-day basis from the first day of receipt of invoice, on the amount unpaid.

10.3 Disputed Invoices

- (a) The Captive User may notify the Captive Generator of a Dispute with respect to the Invoice (the “**Disputed Amounts**”), if any, with particulars thereof;
- (b) Within 7 (seven) days of receiving such notice, the Captive Generator will present any information or evidence as may reasonably be required for determining that the Disputed Amounts are payable; and
- (c) The Captive User will have the right to withhold payment of any Disputed Amounts until settlement of the Dispute, which settlement shall be in the manner set forth in Clause 17. For avoidance of doubt, Captive User will continue to make payments for all undisputed amounts during subsistence of the Dispute.

10.4 Environmental Attributes

- (a) The Captive User will be entitled to all environmental benefits, attributes, credits, incentives, rebates, offsets, allowances, and entitlements (including renewable energy certificates) related to supply and use of energy from the Project under Applicable Laws; and
- (b) All benefits arising out of or in relation to fulfilment of (i) ‘Renewable Purchase Obligations’, (ii) energy efficiency measures mandated by the Bureau of Energy Efficiency, applicable to the Captive User under Electricity Laws will remain with the Captive User.



11. FORCE MAJEURE

- 11.1 A 'Force Majeure' means any event or circumstance or combination of events including but not limited to those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under the PPA, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party, are of unforeseen nature and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:
- (a) Any act of god such as lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon or tornado resulting in the evacuation of power being disrupted from the Delivery Point;
 - (b) Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, grid failure, insurrection, terrorist or military action which makes the performance of obligations under this PPA impossible; or
 - (c) Radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Plant by the Affected Party or those employed or engaged by the Affected Party.
- 11.2 Force Majeure shall not include any event or circumstance which is within the reasonable control of the Parties, including but not limited to the following conditions, except to the extent that they are consequences of an event of Force Majeure:
- (a) changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Plant;
 - (b) Delay in the performance of any contractor, sub-contractor or their agents;
 - (c) Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
 - (d) Strikes at the facilities of the Affected Party;
 - (e) Insufficiency of finances or funds or the Transaction Documents becoming onerous to perform; and
 - (f) Non-performance caused by, or, connected with the Affected Party's:
 - (i) Negligent or intentional acts, errors or omissions;
 - (ii) Failure to comply with an Applicable Law; or
 - (iii) Breach of, or default under the Transaction Documents.
 - (g) any act or failure to act by any Governmental Instrumentality purporting to exercise jurisdiction which prevents or delays performance of obligations by the Affected Party, unless such Governmental Instrumentality's action or inaction affects any or all category(ies) of the stakeholders in either Party's industry.



11.3 Notification of Force Majeure Event

The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than 2 (two) Days after the date of commencement of such Force Majeure event or the date on which such Affected Party should reasonably have become aware of the commencement of the Force Majeure event. If an event of Force Majeure results in the breakdown of communication rendering it impossible to give notice within the applicable time limit specified above, then the Affected Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than 1 (one) Day after such reinstatement.

The Affected Party shall give the other Party regular Monthly reports on the progress of the remedial measures proposed to be implemented and other such information which the other Party may reasonably require and request about the Force Majeure Event.

The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under the PPA, as soon as practicable after becoming aware of each of these cessations.

11.4 Relief Available for a Force Majeure Event

- (a) No Party shall be in breach of its obligations pursuant to this PPA except to the extent that the performance of its obligations was prevented and delayed due to a Force Majeure Event;
- (b) Every Party shall be entitled to claim relief in relation to a Force Majeure Event in regard to its obligations as specified under this PPA;
- (c) For avoidance of doubt, neither Party's obligation to make payments of money due and payable prior to the occurrence of the Force Majeure events under this PPA shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party;
- (d) Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Event; and
- (e) If an event of Force Majeure continues for an uninterrupted period longer than 120 (one hundred twenty) days such that it prevents the Captive Generator from performing all or any part of its material obligations under the PPA, then the Captive User shall be entitled to terminate the PPA with immediate effect without liability to the Captive Generator by giving written notice to the Captive Generator.

12. RESPONSIBILITY OF CAPTIVE GENERATOR AND CAPTIVE USER

12.1 Approvals & Permissions

- (a) Captive Generator needs to obtain and at all times maintain the necessary permissions and Approvals from all the concerned agencies till the Delivery Point including, but not limited to, SLDC, RLDC, Transmission & Distribution Company etc.;
- (b) Captive Generator shall agree to abide by all the Applicable Laws, Regulations and procedures applicable to such transactions and including but not limited to Captive User's anti-bribery and corruption requirements and Captive User's ethical standards and human rights requirements;



- (c) For captive arrangement, a Share subscription and Shareholder's Agreement (SSHA) has to be entered between the Captive Generator and the Captive User. The Captive Generator and Captive User have to ensure that it complies with the applicable legal requirements to ensure that the Project retains captive status all the time during the Term of PPA;
 - (d) The Captive User under captive arrangement shall have a minimum of 26% (twenty six percent) of the paid-up equity capital with voting rights in the SPV, as per Applicable Laws and Electricity Rules, 2005 as amended from time to time;
 - (e) The Captive Generator shall ensure all the compliances with Applicable Laws and Electricity Rules, 2005 and as amended from time to time and ensure that a minimum of 26 % (twenty six percent) shareholding is held by Captive User to ensure continuation of captive status of the Project during the entire Term of PPA. Any non-compliance, for any reason not attributed to the Captive User or a Change in Law, resulting in levy/payment of Cross Subsidy Surcharge, Additional Surcharge or any other charges as applicable, shall be borne by the Captive Generator. Any non-compliance, for any reason attributed to the Captive User, and a Change in Law resulting in levy/payment of Cross Subsidy Surcharge, Additional Surcharge or any other charges as applicable, shall be borne by the Captive User; and
 - (f) The Captive Generator shall support the compliance to be specifically undertaken by Captive User and shall provide the necessary inputs, information and expertise to make Captive User self-reliant and self-fulfilling for the compliances.
- 12.2 The Captive Generator hereby acknowledges and agrees that it shall be the sole responsibility of the Captive Generator to perform the following obligations under this PPA:
- (a) To register with state nodal agency and procure the required government order/Approvals for setting up the Plant;
 - (b) To enter into Wheeling and Banking Agreement; and
 - (c) The Captive Generator shall obtain necessary Approvals for the sale of power generated from the Plant to the Captive User and enter into such long-term open access arrangements required with DISCOM/TRANSCO as required to supply power to the Captive User.
- 12.3 The Captive User hereby acknowledges and agrees that it shall be the sole responsibility of the Captive User to perform the following obligations under this PPA:
- (a) providing all assistance in the smooth execution of this Agreement, as reasonably required by the Captive Generator;
 - (b) obtaining and maintaining in full force and effect all Consents, as required by the Captive User, including but not limited to those required in relation to purchase or offtake of electricity, pursuant to this Agreement and under applicable Law;
 - (c) off-taking Contracted Energy on and from the SSD;
 - (d) incurring all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of energy meters at Delivery Point(s);
 - (e) complying with all applicable Law including the Grid Code in relation to the offtake of Contracted Energy under this Agreement; and



- (f) making or ensuring that the Captive User makes payments of Tariff and all other payments required to be made to the Captive Generator under this Agreement, in accordance with this Agreement.

13. TAXES, DUTIES AND CHANGE IN LAW

- 13.1 Each Party shall solely be responsible or obligated in any manner for the payment of any taxes, levies, charges, cess, etc. which such Party is required to pay for the performance of its obligations under this PPA.
- 13.2 The Parties expressly agree that it shall be the responsibility of the Captive User to indemnify and hold harmless the Captive Generator against any claims that may be made against the Captive Generator in relation to the matters arising from the default of the Captive User in making payment of the taxes in relation to its obligations as specified herein this PPA.
- 13.3 The Parties expressly agree that it shall be the responsibility of the Captive Generator to indemnify and hold harmless the Captive User against any claims that may be made against the Captive User in relation to the matters arising from the default of the Captive Generator in making payment of the taxes in relation to its obligations as specified herein this PPA.
- 13.4 In the event of a Change in Law, the following will apply:
 - (a) If as a result of Change in Law, that has an impact on the Project, the affected Party should notify the other Party (in writing) regarding the details of such Change in Law event and its impact on the costs of the supply of electricity as contemplated under this Agreement and/or the operation and maintenance of the Project (“**Change in Law Notice**”);
 - (b) Upon receipt of a Change in Law Notice, the Parties shall mutually agree if any amendments are required to be made to this Agreement, subject to Clauses 8.3, 8.4 and 8.5 of this Agreement;
 - (c) Subject to Clauses 8.3, 8.4 and 8.5 of this Agreement, in the event the Change in Law affects the captive requirements, the Parties shall endeavour in good faith to restructure the existing arrangement under this Agreement in order to retain the captive status of the Project and to comply with the then applicable captive requirements on an ongoing basis;
 - (d) In case of a Change in Law relating to banking of power in Maharashtra, which may impact the existing Wheeling and Banking Agreement executed pursuant to this Agreement, the Captive Generator shall find a suitable Captive User(s) for the quantum of power to be surrendered, within 6 (six) months of such Change in Law. Notwithstanding the same, the Captive User shall be liable to pay cost equivalent to Contracted Energy for the 6 (six) months or till the time Captive Generator ties up the balance power with other suitable power captive user(s), whichever is earlier;

14. EVENT OF DEFAULT

14.1 Captive Generator’s Event of Default

The occurrence and continuation of any of the following events by the Captive Generator unless any such event occurs as a result of a Force Majeure Event, will be termed as Captive Generator Event of Default (“**Captive Generator’s Event of Default**”):

- (a) An event of default by the non-performance of its obligations under the provisions of this PPA which may have a detrimental effect on the supply of the power and/or the Plant;



- (b) If the Captive Generator becomes party to any bankruptcy, liquidation, winding up, receivership, reorganization, compulsory composition or dissolution proceedings which may be initiated against it and if such filing and proceeding is not revoked or discharged within 90 (ninety) Days from such filing;
- (c) If the Captive Generator fails to obtain and maintain the necessary and requisite Approvals for the Plant and/or failure to comply with Applicable Law;
- (d) Breach of any of the terms of the PPA;
- (e) If the Captive Generator assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Project in contravention of the provisions of this PPA;
- (f) The Captive Generator delays the Commissioning of the Project by more than 90 (ninety) Days from the SCOD;
- (g) If the Captive Generator fails to supply Monthly Guaranteed Contracted Energy as per Schedule-4 for a continuous period of 3 (three) months. (other than Force Majeure event or deviation on account of change in solar irradiance & other parameters);
- (h) If the Captive Generator fails to supply 90% (ninety percent) of Contracted Energy for two continuous Contract Years after suitable adjustment for agreed degradation;
- (i) failure to maintain the captive status of the Project against the requirements of Electricity Rules, 2005 and other Applicable Laws other than due to Captive User's default;
- (j) Failure on part of the Captive Generator to submit or maintain the Performance Security as required in accordance with Clause 3.2.1 of this PPA;
- (k) If the Captive Generator abandons or threatens to abandon the supply of energy from the Plant, unless the same is attributable / occasioned due to any material breach of any material terms of this Agreement by the Captive User;
- (l) Failure by the Captive Generator to operate and maintain the Plant in accordance with the terms of this Agreement and/or Prudent Utility Practices;
- (m) Any representation or warranty of the Captive Generator proves to be false or misleading and causes a material adverse effect on its ability to perform its obligations hereunder;
- (n) The Captive Generator commits any material breach under any Applicable Laws, Approvals, permit or license with respect to its obligations under this Agreement; and
- (o) Any material non-compliance of its obligations as specified and provided under the provisions of the Transaction Documents by the Captive Generator which may have a detrimental effect on the supply of the power and the Plant.

14.2 Captive User's Event of Default

The occurrence and continuation of any of the following events by the Captive User unless any such event occurs as a result of a Force Majeure Event, will be termed as Captive User Event of Default ("**Captive User Event of Default**"):



- (a) The Captive User fails to pay Undisputed Amounts to the Captive Generator (as per terms of the PPA) for a period of 30 (thirty) Days after the Due Date of payment;
- (b) Material breach of any of the terms of the PPA by Captive User;
- (c) If the Captive User becomes subject of bankruptcy, insolvency, liquidation or winding up proceedings and which proceeding is not set aside, dismissed, withdrawn or the underlying claim in relation thereto is not settled within 90 (ninety) Days of its commencement, except for the purpose of a merger, consolidation or re-organization that does not affect the ability of the resulting entity to perform its obligations under this Agreement and provided that such resulting entity expressly assumes all such obligations;
- (d) Any material non-compliance of its obligations as specified and provided under the provisions of the Transaction Documents by the Captive User which may have a detrimental effect on the supply of the power and the Plant; and
- (e) failure to maintain the captive status of the Project with respect to the requirements of Electricity Rules, 2005 for reasons solely attributable to the Captive User.

14.3 Notice of Default

- (a) Upon the occurrence of either Party's events of default, the Captive Generator or the Captive User, as the case may be, shall deliver a notice to the defaulting Party ("**Notice of Default**") which shall specify in reasonable detail the event of default leading to serving of Notice of Default to that Party;
- (b) The defaulting Party shall be entitled to get a cure period of 30 (thirty) Days to remedy the default from the date on which the Notice of Default is served on the defaulting Party;
- (c) On the expiry of the cure period as provided in Clause 14.3 (b) and unless otherwise agreed between the Parties, if the event of default is not remedied within such specified period, the non-defaulting Party may serve a termination notice to forthwith terminate the PPA ("**Notice of Termination**") and
- (d) Upon termination of the Agreement, the Captive Generator may enter into agreements to sell any portion of the Contracted Energy to any third party.

15. TERMINATION

- 15.1 Neither Party has the right to terminate the PPA from the date of signing of this Agreement for a period of 10 (ten) years (Lock-in period) for reasons of convenience except as defined in clause 8.4, 8.5 and 14.
- 15.2 Subject to the terms of clause 15.1, if the Agreement is terminated for convenience during Lock-in period by the Captive User, then the Captive User at its sole discretion may terminate the PPA with no financial obligations by serving a notice of 9 months to the Captive Generator or may terminate the PPA by giving 30 (thirty) days notice and by paying to the Captive Generator, an amount equal to estimated Revenue for 8 (eight) months .
- 15.3 Subject to the terms of clause 15.1, if the agreement is terminated for convenience during Lock-in period by the Captive Generator, the Captive Generator shall be obligated to pay an amount equivalent to Revenue for 9 (nine) Months to Captive User.

"Revenue" referred to in Clause 15.2 and 15.3 shall mean the Monthly Contracted Energy multiplied by the Tariff.



- 15.4 Upon expiry of the Lock-in period, either Party may terminate this Agreement by giving 3 (three) months notice to other Party.
- 15.5 In addition to provisions under this Agreement, upon termination of the PPA the consequences as provided in the SSHA will apply.
- 15.6 Termination of the Agreement shall be without prejudice to the accrued rights and liabilities of the Parties up to the date of termination, unless waived in writing by the Parties.

16. GOVERNING LAW AND JURISDICTION

This PPA shall be governed by and construed in accordance with the laws of Republic of India and subject to Clause 17 (*Dispute Resolution*), the Parties hereby submit to the exclusive jurisdiction of the courts at New Delhi for settlement of any dispute or claim arising out of or in connection with the PPA.

17. DISPUTE RESOLUTION

- 17.1 The Parties agree to meet and confer in good faith on all matters of common interest or all controversies, claims or disputes under or arising out of or relating to this PPA (“**Dispute**”). In case any such Dispute is recognized by either Party, it will communicate the substance of such Dispute to the other Party. Once a Dispute has been raised, the Parties shall make all reasonable efforts to reach a resolution within 30 (thirty) Days after the Dispute has been notified to the other Party in writing.
- 17.2 In the event any Dispute which has not been resolved as provided in Clause 17.1 above, such Dispute shall be settled through final and binding arbitration through a sole arbitrator jointly appointed by the Parties under the Arbitration Act. The arbitration proceedings shall be governed by and conducted in accordance with the provisions of the Arbitration Act as amended from time to time and seat and venue of the arbitration will be New Delhi. The arbitration shall be conducted in English language.
- 17.3 The Parties shall bear the fees of their respective attorneys, experts and other fees and expenses in connection with any arbitration unless otherwise determined by the arbitrators.
- 17.4 The Parties shall continue to perform their respective obligations, which do not form a subject matter of the Dispute, under this PPA during the arbitration proceedings and no payments payable by the Captive Generator shall be withheld or delayed except as regards any particular obligation or any particular payment which itself is the subject matter of the arbitration proceedings.

18 REPRESENTATIONS AND WARRANTIES

18.1 Captive Generator’s representations and warranties

The Captive Generator represents and warrants to Captive User that:

- (a) It has the power to execute, deliver and perform the terms and provisions of this PPA and has taken all necessary actions to authorize the execution, delivery and performance by it of this PPA;
- (b) It has duly executed and delivered this PPA and this PPA constitutes a legally valid and binding obligation enforceable in accordance with its terms;
- (c) Neither the execution, delivery or performance by the Captive Generator of this PPA, nor compliance by it with the terms and provisions hereof will:



- (i) contravene any material provision of any law, statute, rule or regulation or any order, writ, injunction or decree of any court or governmental authority; or
 - (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Captive Generator is a party or by which it or any of its properties or assets are bound; or
 - (iii) violate any provision of the Captive Generator's charter documents; or
 - (iv) it does not have arrears of payment / dues towards DISCOM or licensee; and
- (d) No order, consent, approval, license, authorisation or validation of, or filing, recording or registration with or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorise, or is required in connection with, the execution, delivery and performance of this PPA.

18.2 Captive User's representations and warranties

Captive User represents and warrants to the Captive Generator that:

- (a) It has the power to execute, deliver and perform the terms and provisions of this PPA and has taken all necessary actions to authorize the execution, delivery and performance by it of this PPA;
- (b) It has duly executed and delivered this PPA and this PPA constitutes a legally valid and binding obligation enforceable in accordance with its terms;
- (c) Neither the execution, delivery or performance by the Captive User of this PPA, nor compliance by it with the terms and provisions hereof will:
 - (i) contravene any material provision of any law, statute, rule or regulation or any order, writ, injunction or decree of any court or Governmental Instrumentality;
 - (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which Captive User is a party or by which it or any of its properties or assets are bound;
 - (iii) violate any provision of the Captive User's charter documents; or
 - (iv) it does not have arrears of payment / dues towards DISCOM or licensee; and
- (d) No order, consent, approval, license, authorisation or validation of, or filing, recording or registration with or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorise, or is required in connection with, the execution, delivery and performance of this PPA.

19. INDEMNIFICATION

Both the Parties shall indemnify, defend and hold the other Party harmless against:

- (a) Any and all third party claims for any loss of or damage to property of such third party, or death, injury to such third party, arising out of a breach by the indemnifying party of any of its obligations under this PPA;



- (b) Any breach of the PPA by the indemnifying party or any Person acting on behalf of the indemnifying party, including but not limited to, a failure by the indemnifying party or a Person acting on behalf of the indemnifying party to comply with the provisions of this PPA and/or Applicable Law and/or applicable permits and for reasons attributable to the indemnifying party;
- (c) Any and all claims and losses which may arise from the indemnifying party's failure to pay taxes for which it is responsible under this PPA; and
- (d) Any and all claims and losses which may arise and be incurred by the indemnified party in relation to any infringement of intellectual property rights of any third party which are required to be provided in connection with performance of its obligation by the indemnifying party pursuant to the terms of this PPA.

20. LIMITATION OF LIABILITY

Except as may be otherwise mutually agreed between the Parties, neither the Captive Generator nor the Captive User nor its/ their respective officers, directors, agents, employees or affiliates (or their officers, directors, agents or employees), shall be liable or responsible to the other Party or its affiliates, officers, directors, agents, employees, successors or permitted assigns or their respective insurers for incidental, indirect or consequential damages, connected with or resulting from the performance or non-performance under the provisions of this PPA, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits, any increased expense of, reduction in or loss of power generation, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of Captive Generator, the Captive User or others), strict liability, contract, or otherwise. Both the Parties expressly acknowledge and agree that the indemnified parties shall not be entitled to claim indemnity more than once for the same loss.

Subject to Clause 15, in no event, regardless of the form of the claim or cause of action (whether based in contract, negligence, strict liability, tort or otherwise) the aggregate liability of the Captive User under this PPA will exceed 25% (twenty five percent) of the Contracted Energy for a year to be arrived based on the applicable Tariff (either paid and/or payable) at that point of time pursuant to this Contract..

21. CONFIDENTIALITY

- 21.1 Each Party (including their nominees, representatives, agents, employees, directors and the like) shall keep all information relating to the other Party, the Plant, the terms of the letter of intent including its existence, the discussions regarding a possible transaction between the Parties, the information shared between the Parties with regard to the PPA and the SHA (collectively, referred to as the “**Information**”) confidential. Further the Parties shall not issue any public release or public announcement or otherwise make any disclosure concerning this PPA, without the prior written approval of the other Party, provided however, that nothing in this Agreement shall restrict any of the Parties from disclosing any information as may be required under Law subject to providing a prior written notice of 7 (seven) Days to the other Parties. Subject to Law, such prior notice shall also include (a) details of the Information intended to be disclosed along with the text of the disclosure language, if applicable; and (b) the disclosing Party shall also cooperate with the other Parties to the extent that such other Party may seek to limit such disclosure including taking all reasonable steps to resist or avoid the applicable requirement, at the request of the other Parties.
- 21.2 Nothing in Clause 21.1 shall restrict any Party from disclosing Information for the following purposes:
 - (a) To the extent that such Information is in the public domain or in prior possession of the receiving Party other than by breach of this Agreement;



- (b) To the extent that such Information is required to be disclosed by any Law;
- (c) To the extent that any such Information is/ are later acquired by such Party from a source not obligated to any other Party hereto, or its Affiliates, to keep such Information confidential; and
- (d) Disclosures on a need to know basis to such Party's Affiliates and to their employees, directors or professional advisors, provided that such Party shall procure that such employees, directors or professional advisors treat such Information as confidential.

22. NOTICES

All notices and correspondence required or permitted under this PPA between the Parties shall be in writing (in English language) and shall be delivered by personal delivery, facsimile/electronic transmission, internationally recognised courier service or registered mail or registered post acknowledgement due or email, in the manner as elected by the Party giving such notice to the following addresses:

Notice to Captive Generator:

Address: C-11, Sector – 65, Noida, Gautam Buddha Nagar, Uttar Pradesh – 201301, India
Email: Ashwani.chandra@avaada.com
Fax: 022 - 26844888/0120-4128330
Attn: Ashwani Chandra

Notice to Captive User:

Address: Ground floor, Next Gen Tower, Opp. Savitri Cinema, Greater Kailash I, New Delhi - 110048
Email: akhil.agarwal@sttelemediagdc.in
Attn: Akhil Agarwal
Email: lalit.khanna@sttelemediagdc.in
Attn: Lalit Khanna

All notices shall be deemed to have been delivered on: (i) if sent by courier, on 5th (fifth) Day of dispatch, (ii) if sent by facsimile/electronic transmission, on the same Day if sent during business hours, or the immediately succeeding Business Day if sent outside business hours, and (iii) in case of personal delivery, at the time of actual delivery. Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Parties not less than 7 (seven) Days prior written notice.

23. MISCELLANEOUS

23.1 Amendment

This Agreement may only be amended with a written consent duly signed and executed by the authorized representatives of both the Parties. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in writing duly signed and executed by the Party against whom the waiver is sought to be enforced.

This PPA contains provisions relating to supply of and off-take of Contracted Energy from the Captive Generator to the Captive User. However, Parties agree to discuss in good faith any possible increase in the off-take quantum on Year-On-Year basis upon the Captive User agreeing to notifying the Captive Generator 6 (six) months in advance from the date of such



additional renewable energy requirement, and suitably amend this PPA to incorporate such mutually agreed terms so as to enable the Captive Generator to ramp up its power generation capacity accordingly. However, the Parties shall not be bound or obligated to execute such amendments/deeds and Captive User shall be, at its option, also be entitled to avail such additional renewable energy from any other sources.

23.2 Assignment

Neither Party shall assign this PPA, in whole or in part, to any third party without obtaining prior written consent from the other Party, which consent shall not be unreasonably withheld. However, the Captive Generator shall not be required to obtain prior written consent from the Captive User for assigning this PPA, in whole or in part, to any of its Lenders.

Both the Parties hereby acknowledge and agree that upon the occurrence of the event where either Party may transfer its assets due to merger, amalgamation, takeover, acquisition and financial reconstruction, or there is the transfer of the Captive User's facility to any third party, the resultant entity shall be obligated to perform the Party's obligations under the PPA as the new obligor and shall replace the original obligor. The Parties further acknowledge and agree that the resultant entity shall not in any manner dilute or negotiate the existing terms and conditions of the PPA. The resultant entity shall be bound by the terms and conditions of the PPA as if it were the original obligor under the PPA.

23.3 Cost and Expenses

Save as provided under this PPA, each Party shall bear and is responsible for its own costs in connection with the negotiation, preparation, execution, and performance of this PPA or any other documents which may be negotiated, prepared and executed between the Parties in relation to the Plant.

23.4 Severability

If any provision of this PPA shall be determined to be invalid or unenforceable under Applicable Laws, all other provisions of this PPA shall continue in full force and effect unless such invalidity or unenforceability adversely affects the underlying intent of this PPA or unless the invalid or unenforceable provision comprises an integral part of, or is inseparable from the remainder of this PPA. Provided, however, that if such severability materially changes the economic benefits of this PPA to any Party, the Parties shall negotiate an equitable adjustment in the provisions of this PPA in good faith.

23.5 Announcements

- (a) Neither Party shall make any announcement or issue any circular in connection with the existence or subject matter of this Agreement without the prior written approval of the other Party; and
- (b) The restriction in Clause 23.5 (a) above shall not apply to the extent that the announcement or circular otherwise is required by Applicable Law, any stock exchange or any Government Instrumentality. Each Party shall consult with the other Party in advance as to its form, content and timing of such announcement.

23.6 Waiver

- (a) No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorized representative of such Party; and



- (b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

23.7 Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns and shall not be construed as creating any duty, standard of care or any liability towards any third person.

23.8 No Partnership

None of the provisions of this Agreement shall constitute a partnership or agency or any such similar relationship between the Parties.

23.9 Entire Agreement

This Agreement, constitutes the entire agreement between the Parties, concerning the subject matter hereof. Except in case of fraud or misrepresentation, all previous documents, undertakings, and agreements, whether oral, written, or otherwise, between the Parties concerning the subject matter hereof are hereby cancelled and shall be of no further force or effect and shall not affect or modify any of the terms or obligations set forth in this Agreement, except as the same may be made part of this Agreement in accordance with its terms, including the terms of any of the appendices, attachments or exhibits.

23.10 Further Acts and Assurances

Each of the Parties after convincing itself agrees to execute and deliver all such further agreements, documents and instruments, and to do and perform all such further acts and things, as shall be necessary or convenient to carry out the provisions of this Agreement and to consummate the transactions contemplated hereby.

IN WITNESS WHEREOF the Parties hereto, each acting under due and proper authority have executed this Agreement on the date first mentioned above.

**For and on behalf of the Captive Generator
Avaada MHKhamgaon Private Limited**

PRASHANT
KUMAR CHOUBEY

Digitally signed by
PRASHANT KUMAR CHOUBEY
Date: 2020.11.03 13:19:53
+05'30'

(Authorized Signatory)

**Name: Prashant Choubey
Title: Director**

**For and on behalf of the Captive User,
STT Global Data Centres India Private
Limited**

BIMAL
GIRIRAJ
KHANDELWAL

Digitally signed by
BIMAL GIRIRAJ
KHANDELWAL
Date: 2020-11-03 14:
39:21

(Authorized Signatory)

**Name: Bimal Khandelwal
Title: Chief Finance Officer**



**SCHEDULE 1: CONTRACTED CAPACITY, CONTRACTED ENERGY AND GURANTEED
CONTRACTED ENERGY**

CONTRACTED CAPACITY OF THE PLANT: 50 MW AC / 65 MW DC

CONTRACTED ENERGY OF THE PLANT: 99 Million Units per annum

MONTHLY GUARANTEED CONTRACTED ENERGY: As per Schedule-4

1. For Mumbai Facility (as under):
 - (a) Contracted Energy: 40 Million Units per annum
 - (b) Guaranteed Contracted Energy: 90% of Contracted Energy (as per clause 1(a) above)
2. For Pune Facility (as under):
 - (a) Contracted Energy: 59 Million Units per annum
 - (b) Guaranteed Contracted Energy: 90% of Contracted Energy (as per clause 2 (a) above)



SCHEDULE 4: Monthly Guaranteed Contracted Energy

Month	Generation in MWh	Mumbai				Pune			Total Monthwise MWh for STT
		Generation at Plant End	Distribution Loss (@0.27%)	Transmission Loss (@3.18%)	Energy at STT Bus (MWh)	Generation at Plant End	Transmission Loss (@3.18%)	Energy at STT Bus (MWh)	
		46.54%	0.27%	3.18%		59.46%	3.18%		
January	8660	3511	9.46	111.34	3390	5149	163.73	4985	8375
February	9087	3684	9.95	116.83	3557	5403	171.81	5231	8788
March	10072	4083	11.02	129.49	3943	5989	190.44	5798	9741
April	10209	4130	11.17	131.26	3996	6070	193.04	5877	9874
May	10089	4090	11.04	129.72	3949	5999	190.77	5808	9758
June	7249	2939	7.93	93.20	2838	4310	137.07	4173	7011
July	5806	2353	6.35	74.64	2272	3452	109.77	3342	5615
August	6368	2582	6.97	81.87	2493	3786	120.41	3665	6159
September	7909	3206	8.66	101.69	3096	4703	149.55	4553	7649
October	9412	3836	10.30	121.01	3684	5596	177.90	5418	9103
November	8721	3536	9.55	112.13	3414	5186	164.91	5021	8435
December	8919	3616	9.76	114.67	3491	5303	168.64	5134	8626
Year	102501	41554	112.20	1317.85	40124	60947	1938.12	59509	99153

Note:

1. Above Monthly Guaranteed Contracted Energy is for the first year which is subject to annual degradation of solar module as per Annexure – 2
2. The distribution/transmission losses are as per the prevailing regulation, same shall be amended as per the applicable tariff order and resulted energy at STT bus will be vary accordingly.

ANNEXURE – 1 (Illustration)

Particulars	Formula	N0.	UoM
Units Injected at the Injection Point in a Particular Month	A	100	kWh
Transmission Loss (Assume EHT Connection)	B	5.00%	%
Net Energy After Transmission Loss	$C=A*(1-B)$	95	kWh
DISCOM Adjusted Units in that Particular Month	D	85	kWh
Excess Energy (Not Consumed by Captive User)	$E=\text{if}(C>D,C-D,0)$	10	kWh
Banking Charges (in Kind)	F	10%	%
Banking Charges (in Kwh)	$G=(E*F)$	1	kWh
Units to be billed to the Captive User in that Particular Month	$H=C-G$	94	kWh



ANNEXURE – 2: ANNUAL DEGRADATION SCHEDULE OF THE PLANT

ANNUAL DEGRADATION OF THE PLANT IS 0.7% PER ANNUM



Annexure18 Newspaper Advertisement

News Paper Advertisement Cutting

NOTICE

Notice is hereby given by M/s. STT Global Data Centres India Private Limited that it has proposed a Data Centre project at Plot No. 51 and 51 (Part) TTC. MIDC Village: Khairane, Dist: Thane. Project has been accorded Environmental Clearance vide letter No. SEIAA EC22B038MH141214 dated 15th April 2022. Copy of the Clearance Letter is available with Maharashtra State Pollution Control Board and may also be seen on the website at (<https://parivesh.nic.in/>)

Date: 11.05.2022

For, STT Global Data Centres India Private Limited

NOTICE

Notice is hereby given by M/s. STT Global Data Centres India Private Limited that it has proposed a Data Centre project at Plot No. 51 and 51 (Part) TTC. MIDC Village: Khairane, Dist: Thane. Project has been accorded Environmental Clearance vide letter No. SEIAA EC22B038MH141214 dated 15th April 2022. Copy of the Clearance Letter is available with Maharashtra State Pollution Control Board and may also be seen on the website at (<https://parivesh.nic.in/>)

Date: 11.05.2022

For, STT Global Data Centres India Private Limited

Indian Bank

DEBARMENT NOTICE

Notice under Sec. 12 of the Reserve Bank of India Act, 1947.

SHRIHANSUMIL MAHAJAGAPALIKA

Office of Chief Medical Superintendent & HOD (3rd Floor, Health Care Services)
5th Floor, B. B. Chaudhary Mah. San. Hospital, W. S. P. Nagar Road, Baroda (GJ), Mumbai-400 080
NO. CAS/2022/MS/1989 Dated 02.05.2022

e-TENDER NOTICE

Chief Medical Superintendent & HOD (3rd Floor, Health Care Services)
5th Floor, B. B. Chaudhary Mah. San. Hospital, W. S. P. Nagar Road, Baroda (GJ), Mumbai-400 080
Details regarding e-tender notice will be available on website www.maha.gov.in of Maharashtra
Maharashtra

The details of the e-tender to be filled:

Start Date	End Date	Cost of Bid	Est. No.	Last Date & Time of Opening

News Paper Name - The Free press Journal

Date – 11 May 2022

News Paper Advertisement Cutting

सूचना

मेसर्स. एस. टी. टी. ग्लोबल डाटा सेंटर इंडिया प्रा. लिमिटेड यांच्याद्वारे सुचना देण्यात येते की, मेसर्स. एस. टी. टी. ग्लोबल डाटा सेंटर इंडिया प्रा. लिमिटेड यांनी प्लॉट नंबर ५१ & ५१ (पार्ट) टी.टी.सी. एम. आय.डी.सी, गाव खैरणे जिल्हा ठाणे, येथे औद्योगिक प्रकल्प (डाटा सेंटर) प्रस्तावित केला आहे, येथील प्रकल्पाला पर्यावरणीय दाखला मंजूर झाला आहे. (EC Identification No. EC22B038MH141214 १५ एप्रिल २०२२) आणि या दाखल्याच्या प्रति महाराष्ट्र प्रदूषण नियंत्रण महामंडळाकडे उपलब्ध आहेत. तसेच या प्रति बने आणि पर्यावरण मंत्रालयाच्या (<https://parivesh.nic.in/>) या संकेतस्थळावर पाहता येतील

दिनांक ११/०५/२०२२

मेसर्स. एस. टी. टी. ग्लोबल डाटा सेंटर इंडिया प्रा. लिमिटेड

पुर्व, बुधवार, ११ मे २०२२ | अक्ष

सूचना

मेसर्स. एस. टी. टी. ग्लोबल डाटा सेंटर इंडिया प्रा. लिमिटेड यांच्याद्वारे सुचना देण्यात येते की, मेसर्स. एस. टी. टी. ग्लोबल डाटा सेंटर इंडिया प्रा. लिमिटेड यांनी प्लॉट नंबर ५१ & ५१ (पार्ट) टी.टी.सी. एम. आय.डी.सी, गाव खैरणे जिल्हा ठाणे, येथे औद्योगिक प्रकल्प (डाटा सेंटर) प्रस्तावित केला आहे, येथील प्रकल्पाला पर्यावरणीय दाखला मंजूर झाला आहे. (EC Identification No. EC22B038MH141214 १५ एप्रिल २०२२) आणि या दाखल्याच्या प्रति महाराष्ट्र प्रदूषण नियंत्रण महामंडळाकडे उपलब्ध आहेत. तसेच या प्रति बने आणि पर्यावरण मंत्रालयाच्या (<https://parivesh.nic.in/>) या संकेतस्थळावर पाहता येतील

दिनांक ११/०५/२०२२

मेसर्स. एस. टी. टी. ग्लोबल डाटा सेंटर इंडिया प्रा. लिमिटेड

पुर्व, बुधवार, ११ मे २०२२ | अक्ष

ANTAS Beck India Limited
Head Office: 102, Mumbai Port Road, Parel, Pune 411007

Consolidated Financial Results for the quarter ended March 31, 2022

Particulars	Q1-Mar-22	Q1-Mar-21	Q1-Mar-20	Q1-Mar-19
Revenue from operations	11,825.55	14,514.45	12,552.71	10,111.12
Profit/(Loss) for the period (before tax)	2,105.25	3,882.75	2,448.11	2,314.48
Profit/(Loss) for the period (after tax)	2,105.25	3,882.75	2,448.11	2,314.48
EPS (₹)	2,105.25	3,882.75	2,448.11	2,314.48
EPS (₹) for the period after tax	2,105.25	3,882.75	2,448.11	2,314.48
Dividend per share (₹)	2,105.25	3,882.75	2,448.11	2,314.48

पुर्व, बुधवार, ११ मे २०२२ | अक्ष

वर्तमानपत्राचे नाव - जनसामान्यांची महाशक्ती नवशक्ती

तारीख - ११ मे २०२२

Annexure 19 Ack. Copy of submitted EC letters to the NGO & Municipal Commissioner

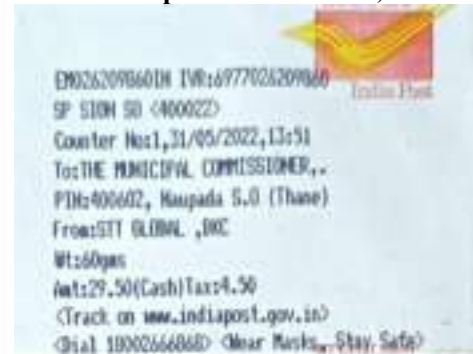
ANNEXURE 3

Speed Post Receipt of EC Letter submitted to various authorities

The Regional Officer, MPCB, HQ



The Municipal Commissioner, Thane



The District Collector, Thane



NGO



The CEO, MIDC



The Regional Officer, Navi Mumbai





STTelemedia Global Data Centres

STT Global Data Centres
India Private Limited
5th Floor, Tower B, C-21 & C-36 G' Block,
Bandra Kurla Complex
Mumbai Maharashtra
India 400098
T +91 22 68192197
Contact@sttelemediagdc.in
CIN. U74999MH2007PTC176737

sttelemediagdc.in

Date: 25.05.2022

To,

The Regional Officer,

Ground Floor, East Wing, New Secretariate Building,

Ministry of Environment, Forest & Climate Change.

Regional Office (West Central Zone),

Civil Lines, Nagpur - 441001

Subject: Submission of Environmental Clearance letter copy

Reference: Environmental Clearance Letter Number: EC22B038MH141214 dated 15th April, 2022

Respected Sir,

As per above mentioned subject, M/s. STT GLOBAL DATA CENTRES INDIA PRIVATE LIMITED has proposed a Data Centre [IT/ITES] project at Plot No. 51 and 51(Part) TTC, MIDC, Village: Khairane, Dist Thane – 400709.

M/s. STT GLOBAL DATA CENTRES INDIA PRIVATE LIMITED has obtained Environmental Clearance for the proposed project from Environment Department and as per the condition of EC, herewith submitting the copy of EC for your reference.

M/s. STT GLOBAL DATA CENTRES INDIA PRIVATE LIMITED requests your good selves to acknowledge the same and oblige.

Thanking you,

For M/s. STT GLOBAL DATA CENTRES INDIA PRIVATE LIMITED

Authorized Signatory



Enclosure:

1. Copy of Environmental Clearance

CC:

1. The Regional officer, MPCB – Navi Mumbai
1. District Collector - Thane
2. The Municipal Commissioner - Thane
3. CEO, MIDC – Navi Mumbai



STTelemedia Global Data Centres

STT Global Data Centres
India Private Limited
5th Floor, Tower B, C-21 & C-36 'G' Block
Bandra Kurla Complex
Mumbai, Maharashtra
India 400098
T +91 22 68192192
Contact@sttelemediagdc.in
CIN: U74999MH2007PTC176737

sttelemediagdc.in

Date: 25.05.2022

To,
The Municipal Commissioner,
New Administrative Building, Chandan Wadi,
Pachpakhadi, Mahapalika Bhavan Rd.
Thane West, Thane, Maharashtra - 400602

Subject: Submission of Environmental Clearance letter copy

Reference: Environmental Clearance Letter Number: **EC22B038MH141214** dated 15th April, 2022

Respected Sir,

As per above mentioned subject, M/s. STT GLOBAL DATA CENTRES INDIA PRIVATE LIMITED has proposed a Data Centre [IT/ITES] project at Plot No. 51 and 51(Part) TTC, MIDC, Village Khairana, Dist: Thane - 400709.

M/s. STT GLOBAL DATA CENTRES INDIA PRIVATE LIMITED has obtained Environmental Clearance for the proposed project from Environment Department and as per the condition of EC, herewith submitting the copy of EC for your reference.

M/s. STT GLOBAL DATA CENTRES INDIA PRIVATE LIMITED requests your good selves to acknowledge the same and oblige.

Thanking you,
For M/s. **STT GLOBAL DATA CENTRES INDIA PRIVATE LIMITED**

Authorized Signatory



Enclosure:

1. Copy of Environmental Clearance

CC;

1. The Regional officer, MPCB - Navi Mumbai
1. District Collector - Thane
2. Regional Office, MoEF & CC - Nagpur
3. CEO, MIDC - Navi Mumbai
4. NGO

Date: 25.05.2022

To,

The District Collector,

Court Naka, Ad Prabhakar Hegde Rd,

Kharkar Alley, Thane West.

Thane, Maharashtra - 400601

Subject: Submission of Environmental Clearance letter copy

Reference: Environmental Clearance Letter Number: **EC22B038MH141214** dated 15th April, 2022

Respected Sir,

As per above mentioned subject, M/s. STT GLOBAL DATA CENTRES INDIA PRIVATE LIMITED has proposed a Data Centre (IT/ITES) project at Plot No. 51 and 51(Part) TTC MIDC, Village Khairane, Dist: Thane - 400709

M/s STT GLOBAL DATA CENTRES INDIA PRIVATE LIMITED has obtained Environmental Clearance for the proposed project from Environment Department and as per the condition of EC, herewith submitting the copy of EC for your reference.

M/s. STT GLOBAL DATA CENTRES INDIA PRIVATE LIMITED requests your good selves to acknowledge the same and oblige

Thanking you,

For M/s. STT GLOBAL DATA CENTRES INDIA PRIVATE LIMITED

Authorized Signatory



Enclosure:

1. Copy of Environmental Clearance

CC:

1. The Regional officer, MPCB - Navi Mumbai
1. The Municipal Commissioner - Thane
- Regional Office, MoEF & CC - Nagpur
3. CEO, MIDC - Navi Mumbai
4. NGO



STTelemedia Global Data Centres

STT Global Data Centres
India Private Limited
5th Floor, Tower B, C-21 & C-36 'G' Block,
Bandra Kurla Complex
Mumbai, Maharashtra
India 400098
T: +91 22 68192192
Contact@sttelemediagdc.in
CIN: U74999MH2007PTC176737

sttelemediagdc.in

Date: 25.05.2022

To,
The Founder,
Siddhi Foundation,
Serita Society, Plot no. 24,
Bandra Reclamation,
Mumbai - 400050

Subject: Submission of Environmental Clearance letter copy

Reference: Environmental Clearance Letter Number: EC22B038MH141214 dated 15th April, 2022

Respected Sir,

As per above mentioned subject, M/s. STT GLOBAL DATA CENTRES INDIA PRIVATE LIMITED has proposed a Data Centre [IT/ITes] project at Plot No. 51 and 51(Part) TTC, MIDC, Village, Khairane, Dist: Thane - 400709.

M/s. STT GLOBAL DATA CENTRES INDIA PRIVATE LIMITED has obtained Environmental Clearance for the proposed project from Environment Department and as per the condition of EC, herewith submitting the copy of EC for your reference.

M/s. STT GLOBAL DATA CENTRES INDIA PRIVATE LIMITED requests your good selves to acknowledge the same and oblige.

Thanking you,

For M/s. STT GLOBAL DATA CENTRES INDIA PRIVATE LIMITED

Authorized Signatory



Enclosure:

1. Copy of Environmental Clearance

CC;

1. The Regional officer, MPCB - Navi Mumbai
1. District Collector - Thane
2. Regional Office, MoEF & CC - Nagpur
3. CEO, MIDC - Navi Mumbai
4. The Municipal Commissioner - Thane



STTelemedia
Global Data Centres

STT Global Data Centres
India Private Limited
5th Floor Tower B, C-21 & C-36 'G' Block,
Bandra Kurla Complex
Mumbai, Maharashtra
India 400098
T : 91 22 68192192
Contact@sttelemediagdc.in
CIN: U74999MH2007PTC176737

sttelemediagdc.in

Date: 25.05.2022

To,
The CEO,

Maharashtra Industrial Development Corporation,
"Udyog Sarathi", Marol Indl. Area, Mahakali Caves Road,
Andheri (East), Mumbai – 400 093.

Subject: Submission of Environmental Clearance letter copy

Reference: Environmental Clearance Letter Number **EC22B036MH141214** dated 15th April, 2022

Respected Sir,

As per above mentioned subject, M/s. STT GLOBAL DATA CENTRES INDIA PRIVATE LIMITED has proposed a Data Centre (IT/ITES) project at Plot No. 51 and 51(Part) TTC, MIDC, Village, Khawane, Dist: Thane – 400709.

M/s. STT GLOBAL DATA CENTRES INDIA PRIVATE LIMITED has obtained Environmental Clearance for the proposed project from Environment Department and as per the condition of EC, herewith submitting the copy of EC for your reference.

M/s. STT GLOBAL DATA CENTRES INDIA PRIVATE LIMITED requests your good selves to acknowledge the same and oblige.

Thanking you,

For M/s. STT GLOBAL DATA CENTRES INDIA PRIVATE LIMITED


Authorized Signatory



Enclosure:

1. Copy of Environmental Clearance

CC:

1. The Regional officer, MPCB – Navi Mumbai
1. District Collector - Thane
2. Regional Office, MoEF & CC – Nagpur
3. The Municipal Commissioner - Thane
4. NGO



STTelemedia Global Data Centres

STT Global Data Centres
India Private Limited
5th Floor, Tower B, C-21 & C-36 'G' Block,
Bandra Kurla Complex
Mumbai, Maharashtra
India 400098
T +91 22 68192192
Contact@sttelemediagdc.in
CIN: U74999MH2007PTC176737

sttelemediagdc.in

Date: 25.05.2022

To,

The Regional Officer,
Maharashtra Pollution Control Board,
7th Floor, Raigad Bhavan, Sector 11, CBD Belapur,
Navi Mumbai - 400614

Subject: Submission of Environmental Clearance letter copy

Reference: Environmental Clearance Letter Number: **EC22B038MH141214** dated 15th April, 2022

Respected Sir,

As per above mentioned subject, M/s. STT GLOBAL DATA CENTRES INDIA PRIVATE LIMITED has proposed a Data Centre (IT/ITes) project at Plot No. 51 and 51(Part) TTC. MIDC, Village: Khairane, Dist: Thane - 400709.

M/s. STT GLOBAL DATA CENTRES INDIA PRIVATE LIMITED has obtained Environmental Clearance for the proposed project from Environment Department and as per the condition of EC, herewith submitting the copy of EC for your reference

M/s. STT GLOBAL DATA CENTRES INDIA PRIVATE LIMITED requests your good selves to acknowledge the same and oblige.

Thanking you,

For M/s. STT GLOBAL DATA CENTRES INDIA PRIVATE LIMITED

Authorized Signatory



Enclosure:

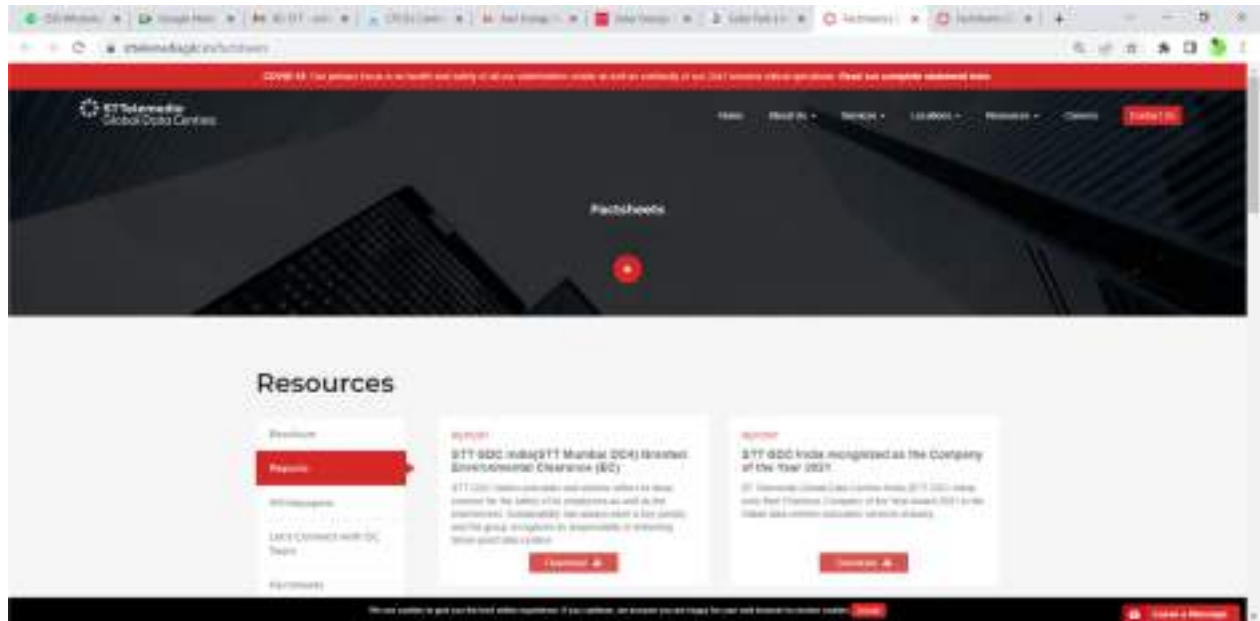
1. Copy of Environmental Clearance

CC:

1. The Municipal Commissioner - Thane
2. District Collector - Thane
3. Regional Office, MoEF & CC - Nagpur
4. CEO, MIDC - Navi Mumbai
5. NGO

Annexure 20 Screenshot of Website showing EC letter uploaded

SCREENSHOT OF EC UPLOADED ON WEBSITE



SITE PHOTOGRAPHS OF SITE STATUS

STT GLOBAL DATA CENTRES INDIA PRIVATE LIMITED



Annex Building Excavation Work



DC Building Excavation Work



Dinning Water Provision



Worker Toilet Provision



Water Sprinkling



Vehicle covering while bringing soil – sand



Scrap Storage



Topsoil Storage



Provision of Dustbins on Site For Solid Waste Collection & Segregation



Site Barricading



Pedestrian Pathway



Hazardous waste Storage Area



STP Constructions

Details of Transplanted Trees



- Name of Tree: Gulmohar
- Botanical Name: Delonix regia
- Girth: 320
- Height (Ft): 10
- Age (years): 8
- Status of Tree: Transplant



- Name of Tree: Gulmohar
- Botanical Name: Delonix regia
- Girth: 800
- Height (Ft): 20
- Age (years): 22
- Status of Tree: Transplant



Name of Tree: Bartondi
Botanical Name: Morinda Citrifolia
Girth: 320
Height (Ft): 10
Age (years): 8
Status of Tree: Transplant

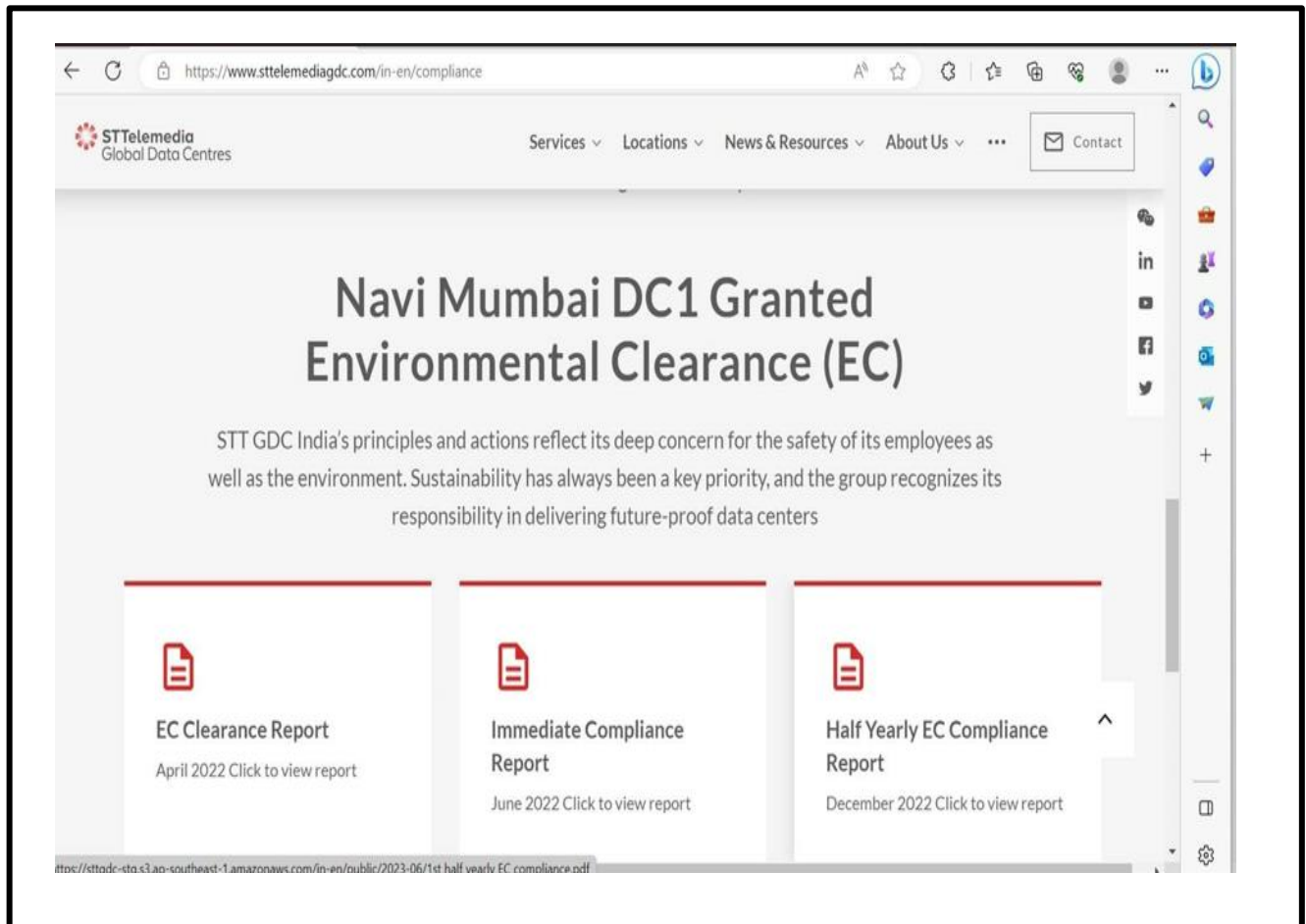


Name of Tree: Gulmohar
Botanical Name: Delonix regia
Girth: 800
Height (Ft): 28
Age (years): 12
Status of Tree: Transplant

Annexure 22. Screen Shot of Website Showing EC

Annexure 22

SCREEN SHORT SHOWING ENVIRONMENTAL CLEARANCE REPORT UPLOADED ON COMPANY WEBSITE




[See rules 115 (2)]

Pollution Under Control Certificate

Authorised By :
Government of Maharashtra

Date : **29/03/2023**
Time : **14:50:17 PM**
Validity upto : **28/03/2024**



Certificate SL. No. : MH04301120015777
Registration No. : MH04GC9229
Date of Registration : 01/Oct/2013
Month & Year of Manufacturing : May-2013
Valid Mobile Number : *****9898
Emission Norms : BHARAT STAGE IV
Fuel : DIESEL
PUC Code : MH0430112
GSTIN :
Fees : Rs.150.00
(GST to be paid extra as applicable)
MIL observation : No

Vehicle Photo with Registration plate
60 mm x 30 mm



Sr. No.	Pollutant (as applicable)	Units (as applicable)	Emission limits	Measured Value (upto 2 decimal places)
1	2	3	4	5
Idling Emissions	Carbon Monoxide (CO)	percentage (%)		
	Hydrocarbon, (THC/HC)	ppm		
High idling emissions	CO	percentage (%)		
	RPM	RPM	2500 ± 200	
	Lambda	-	1 ± 0.03	
Smoke Density	Light absorption coefficient	1/metre	1.62	0.01
This PUC certificate is system generated through the national register of motor vehicles and does not require any signature.				

Note : 1. Vehicle owners to link their mobile numbers to registered vehicle by logging to <https://puc.parivahan.gov.in>

Authorised Signature with stamp of PUC operator
60mm x 20 mm

Form 59

[See rules 115 (2)]

Pollution Under Control Certificate

Authorised By :
Government of Maharashtra

Date : **29/03/2023**
Time : **14:50:17 PM**
Validity upto : **28/03/2024**



Certificate SL. No. : MH04301120015777
Registration No. : MH04GC9229
Date of Registration : 01/Oct/2013
Month & Year of Manufacturing : May-2013
Valid Mobile Number : *****9898
Emission Norms : BHARAT STAGE IV
Fuel : DIESEL
PUC Code : MH0430112
GSTIN :
Fees : Rs.150.00
(GST to be paid extra as applicable)
MIL observation : No

Vehicle Photo with Registration plate
60 mm x 30 mm



Sr. No.	Pollutant (as applicable)	Units (as applicable)	Emission limits	Measured Value (upto 2 decimal places)
1	2	3	4	5
Idling Emissions	Carbon Monoxide (CO)	percentage (%)		
	Hydrocarbon, (THC/HC)	ppm		
High idling emissions	CO	percentage (%)		
	RPM	RPM	2500 ± 200	
	Lambda	-	1 ± 0.03	
Smoke Density	Light absorption coefficient	1/metre	1.62	0.01

This PUC certificate is system generated through the national register of motor vehicles and does not require any signature.

Note : 1. Vehicle owners to link their mobile numbers to registered vehicle by logging to <https://puc.parivahan.gov.in>

Authorised Signature with stamp of PUC operator
60mm x 20 mm

Form 59

[See rules 115 (2)]

Pollution Under Control Certificate

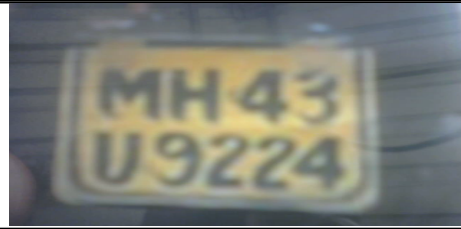
Authorised By :
Government of Maharashtra

Date : **15/12/2022**
Time : **14:57:37 PM**
Validity upto : **14/12/2023**



Certificate SL. No. : MH04301120010179
Registration No. : MH43U9224
Date of Registration : 17/Mar/2011
Month & Year of Manufacturing : January-2011
Valid Mobile Number : *****8888
Emission Norms : BHARAT STAGE IV
Fuel : DIESEL
PUC Code : MH0430112
GSTIN :
Fees : Rs.150.00
(GST to be paid extra as applicable)
MIL observation : No

Vehicle Photo with Registration plate
60 mm x 30 mm



Sr. No.	Pollutant (as applicable)	Units (as applicable)	Emission limits	Measured Value (upto 2 decimal places)
1	2	3	4	5
Idling Emissions	Carbon Monoxide (CO)	percentage (%)		
	Hydrocarbon, (THC/HC)	ppm		
High idling emissions	CO	percentage (%)		
	RPM	RPM	2500 ± 200	
	Lambda	-	1 ± 0.03	
Smoke Density	Light absorption coefficient	1/metre	1.62	0.01

This PUC certificate is system generated through the national register of motor vehicles and does not require any signature.

Note : 1. Vehicle owners to link their mobile numbers to registered vehicle by logging to <https://vahan.parivahan.gov.in>

Authorised Signature with stamp of PUC operator
60mm x 20 mm

Form 59

[See rules 115 (2)]

Pollution Under Control Certificate

Authorised By :
Government of Maharashtra

Date : **29/03/2023**
Time : **14:56:31 PM**
Validity upto : **28/09/2023**



Certificate SL. No. : MH04301120015779
Registration No. : MH43Y0579
Date of Registration : 17/Mar/2015
Month & Year of Manufacturing : January-2012
Valid Mobile Number : *****0090
Emission Norms : BHARAT STAGE III
Fuel : DIESEL
PUC Code : MH0430112
GSTIN :
Fees : Rs.150.00
(GST to be paid extra as applicable)
MIL observation : No

Vehicle Photo with Registration plate
60 mm x 30 mm



Sr. No.	Pollutant (as applicable)	Units (as applicable)	Emission limits	Measured Value (upto 2 decimal places)
1	2	3	4	5
Idling Emissions	Carbon Monoxide (CO)	percentage (%)		
	Hydrocarbon, (THC/HC)	ppm		
High idling emissions	CO	percentage (%)		
	RPM	RPM	2500 ± 200	
	Lambda	-	1 ± 0.03	
Smoke Density	Light absorption coefficient	1/metre	2.45	0.01
This PUC certificate is system generated through the national register of motor vehicles and does not require any signature.				

Note : 1. Vehicle owners to link their mobile numbers to registered vehicle by logging to <https://puc.parivahan.gov.in>

Authorised Signature with stamp of PUC operator
60mm x 20 mm

Form 59

[See rules 115 (2)]

Pollution Under Control Certificate

Authorised By :
Government of Maharashtra

Date : **15/12/2022**
Time : **14:48:22 PM**
Validity upto : **14/12/2023**



Certificate SL. No. : MH04301120010178
Registration No. : MH48T6977
Date of Registration : 12/Dec/2014
Month & Year of Manufacturing : November-2014
Valid Mobile Number : *****9876
Emission Norms : BHARAT STAGE IV
Fuel : DIESEL
PUC Code : MH0430112
GSTIN :
Fees : Rs.150.00
(GST to be paid extra as applicable)
MIL observation : No

Vehicle Photo with Registration plate
60 mm x 30 mm



Sr. No.	Pollutant (as applicable)	Units (as applicable)	Emission limits	Measured Value (upto 2 decimal places)
1	2	3	4	5
Idling Emissions	Carbon Monoxide (CO)	percentage (%)		
	Hydrocarbon, (THC/HC)	ppm		
High idling emissions	CO	percentage (%)		
	RPM	RPM	2500 ± 200	
	Lambda	-	1 ± 0.03	
Smoke Density	Light absorption coefficient	1/metre	1.62	0.01
This PUC certificate is system generated through the national register of motor vehicles and does not require any signature.				

Note : 1. Vehicle owners to link their mobile numbers to registered vehicle by logging to <https://vahan.parivahan.gov.in>

Authorised Signature with stamp of PUC operator
60mm x 20 mm

Pollution Under Control Certificate

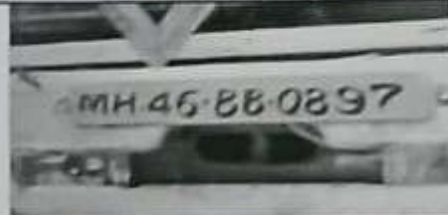
Authorised By :
Government of Maharashtra

Date : 19/01/2023
Time : 09:40:24 AM
Validity upto : 18/07/2023



Certificate SL. No. : MH00502690003307
Registration No. : MH46BB0897
Date of Registration : 04/Mar/2017
Month & Year of Manufacturing : January-2017
Valid Mobile Number : *****3108
Emission Norms : BHARAT STAGE III
Fuel : DIESEL
PUC Code : MH0050269
GSTIN :
Fees : Rs.150.00
(GST to be paid extra as applicable)
MIL observation : No

Vehicle Photo with Registration plate
60 mm x 30 mm



Sr. No.	Pollutant (as applicable)	Units (as applicable)	Emission limits	Measured Value (upto 2 decimal places)
1	2	3	4	5
Idling Emissions	Carbon Monoxide (CO)	percentage (%)		
	Hydrocarbon, (THC/HC)	ppm		
High idling emissions	CO	percentage (%)		
	RPM	RPM	2500 ± 200	
	Lambda	-	1 ± 0.03	
Smoke Density	Light absorption coefficient	1/metre	2.45	0.55

This PUC certificate is system generated through the national register of motor vehicles and does not require any signature.

Note : 1. Vehicle owners to link their mobile numbers to registered vehicle by logging to <https://puc.parivahan.gov.in>

Authorised Signature with stamp of PUC operator
60mm x 20 mm

Pollution Under Control Certificate

Authorised By :
Government of Maharashtra

Date : 19/01/2023
Time : 09:41:44 AM
Validity upto : 18/07/2023



Certificate SL. No. : MH00502690003308
Registration No. : MH46BB1770
Date of Registration : 31/Mar/2017
Month & Year of Manufacturing : January-2017
Valid Mobile Number : *****3108
Emission Norms : BHARAT STAGE III
Fuel : DIESEL
PUC Code : MH0050269
GSTIN :
Fees : Rs.150.00
(GST to be paid extra as applicable)
MIL observation : No

Vehicle Photo with Registration plate
60 mm x 30 mm



Sr. No.	Pollutant (as applicable)	Units (as applicable)	Emission limits	Measured Value (upto 2 decimal places)
1	2	3	4	5
Idling Emissions	Carbon Monoxide (CO)	percentage (%)		
	Hydrocarbon, (THC/HC)	ppm		
High idling emissions	CO	percentage (%)		
	RPM	RPM	2500 \pm 200	
	Lambda	-	1 \pm 0.03	
Smoke Density	Light absorption coefficient	1/metre	2.45	0.63

This PUC certificate is system generated through the national register of motor vehicles and does not require any signature.

Note : 1. Vehicle owners to link their mobile numbers to registered vehicle by logging to <https://puc.parivahan.gov.in>

Authorised Signature with stamp of PUC operator
60mm x 20 mm

Form 59

[See rules 115 (2)]

Pollution Under Control Certificate

Authorised By :

Government of Maharashtra

Date : 18/01/2023
 Time : 09:35:37 AM
 Validity upto : 17/07/2023



Certificate SL. No. : MH00502690003266
 Registration No. : MH46BB1755
 Date of Registration : 31/Mar/2017
 Month & Year of Manufacturing : January-2017
 Valid Mobile Number : *****3108
 Emission Norms : BHARAT STAGE III
 Fuel : DIESEL
 PUC Code : MH0050269
 GSTIN :
 Fees : Rs.150.00
 (GST to be paid extra as applicable)
 MIL observation : No

Vehicle Photo with Registration plate
 60 mm x 30 mm



Sr. No.	Pollutant (as applicable)	Units (as applicable)	Emission limits	Measured Value (upto 2 decimal places)
1	2	3	4	5
Idling Emissions	Carbon Monoxide (CO)	percentage (%)		
	Hydrocarbon, (THC/HC)	ppm		
High Idling emissions	CO	percentage (%)		
	RPM	RPM	2500 ± 200	
	Lambda	-	1 ± 0.03	
Smoke Density	Light absorption coefficient	1/metre	2.45	1.19

This PUC certificate is system generated through the national register of motor vehicles and does not require any signature.

Note : 1. Vehicle owners to link their mobile numbers to registered vehicle by logging to <https://puc.parivahan.gov.in>

Authorised Signature with stamp of PUC operator
 60mm x 20 mm

Pollution Under Control Certificate

Authorized By :

Government of Maharashtra

Date : 14/01/2023

Time : 12:40:38 PM

Validity upto : 13/07/2023



Certificate ID No. : MH00502690003221
 Registration No. : MH46880870
 Date of Registration : 03/Mar/2017
 Month & Year of Manufacturing : January-2017
 Valid Mobile Number : ****3485
 Emission Norms : Bharat Stage III
 Fuel : Diesel
 PUC Code : MH0050269
 GSTIN :
 Fees : Rs. 150.00
 (GST to be paid extra as applicable)
 WL observation : No

Vehicle Photo with Registration plate
60 mm x 30 mm



Sr. No.	Pollutant (as applicable)	Units (as applicable)	Emission limits	Measured Value (upto 2 decimal places)
1	2	3	4	5
Idling Emissions	Carbon Monoxide (CO)	percentage (%)		
	Hydrocarbon, (THC/HC)	ppm		
High idling emissions	CO	percentage (%)		
	RPM	RPM	2500 ± 200	
	Lambda	-	1 ± 0.03	
Smoke Density	Light absorption coefficient	1/metre	2.45	0.39

This PUC certificate is system generated through the national register of motor vehicles and does not require any signature.

Note : 1. Vehicle owners to link their mobile numbers to registered vehicle by logging to <https://puc.parivahan.gov.in>

Authorized Signature with stamp of PUC operator
60mm x 25 mm

Form 59

[See rules 115 (2)]

Pollution Under Control Certificate

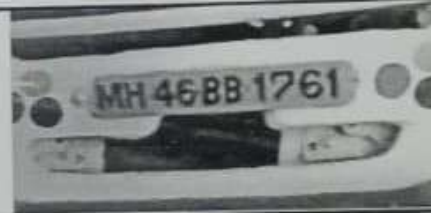
Authorised By :
Government of Maharashtra

Date : 19/01/2023
Time : 09:49:52 AM
Validity upto : 18/07/2023



Certificate SL No. : MH00502690003310
Registration No. : MH46BB1761
Date of Registration : 31/Mar/2017
Month & Year of Manufacturing : January-2017
Valid Mobile Number : *****4181
Emission Norms : BHARAT STAGE III
Fuel : DIESEL
PUC Code : MH0050269
GSTIN :
Fees : Rs.150.00
(GST to be paid extra as applicable)
MIL observation : No

Vehicle Photo with Registration plate
60 mm x 30 mm



Sr. No.	Pollutant (as applicable)	Units (as applicable)	Emission limits	Measured Value (upto 2 decimal places)
1	2	3	4	5
Idling Emissions	Carbon Monoxide (CO)	percentage (%)		
	Hydrocarbon, (THC/HC)	ppm		
High idling emissions	CO	percentage (%)		
	RPM	RPM	2500 ± 200	
	Lambda	-	1 ± 0.03	
Smoke Density	Light absorption coefficient	1/metre	2.45	0.48

This PUC certificate is system generated through the national register of motor vehicles and does not require any signature.

Note : 1. Vehicle owners to link their mobile numbers to registered vehicle by logging to <https://puc.parivahan.gov.in>

Authorised Signature with stamp of PUC operator
60mm x 20 mm

Form 59

(See rules 115 (2))

0867

Pollution Under Control Certificate

Authorized By
Government of Maharashtra

Date: 23/12/2022
Time: 13:31:08 PM
Validity upto: 22/06/2023



Engine No. / No. 140-50159082541
Registration No. MH48B60817
Date of Registration 05/Jan/2017
Engine & Model of Manufacturing January 2016
Pollution Number 111389
Pollution Norms BHARAT STAGE III
Fuel DIESEL
Pollution Level MH0650289
Pollution Fee Rs.150.00
(GST to be paid extra as applicable)
Pollution Test No.

Vehicle Photo with Registration plate
60 mm x 30 mm



Sr. No.	Pollutant (as applicable)	Units (as applicable)	Emission limits	Measured Value (upto 2 decimal pt: -s)
1	Carbon Monoxide (CO)	g/km	2.30	0.00
2	Hydrocarbon (THC) HC	g/km	1.00	0.00
3	LD	percentage (%)	2500 ± 200	1 ± 0.03
4	RPM	RPM	1 ± 0.03	
5	Smoke	g/km	2.45	0.52
6	Light absorption coefficient	1/m		

This PUC certificate is system generated through the national register of motor vehicles and does not require any signature.

Note: 1. Vehicle owners to link their mobile numbers to registered vehicle by logging to <https://vahan.parivahan.gov.in>

Authorized Signature with stamp of PUC operator
60mm x 20 mm

Form 59

(See rules 115 (2))

Pollution Under Control CertificateAuthorised By :
Government of MaharashtraDate : 21/12/2022
Time : 12:10:15 PM
Validity upto : 20/12/2023

Certificate SL. No. : MH00502340001612
 Registration No. : MH46CE1519
 Date of Registration : 19/Apr/2022
 Month & Year of Manufacturing : January-2022
 Valid Mobile Number : *****7565
 Emission Norms : CEV STAGE IV
 Fuel : DIESEL
 Code : MH0050234
 GSTIN :
 Fees : Rs.150.00
 (GST to be paid extra as applicable)
 MIL observation : No

Vehicle Photo with Registration plate
60 mm x 30 mm

Sr. No.	Pollutant (as applicable)	Units (as applicable)	Emission limits	Measured Value (upto 2 decimal places)
1	2	3	4	5
Idling Emissions	Carbon Monoxide (CO)	percentage (%)		
	Hydrocarbon, (THC/HC)	ppm		
High idling emissions	CO	percentage (%)		
	RPM	RPM	2500 \pm 200	
	Lambda	-	1 \pm 0.03	
Smoke Density	Light absorption coefficient	1/metre	1.62	0.31

This PUC certificate is system generated through the national register of motor vehicles and does not require any signature.

Note : 1. Vehicle owners to link their mobile numbers to registered vehicle by logging to <https://vahan.parivahan.gov.in>

Authorised Signature with stamp of PUC operator
60mm x 20 mm

Form 59

[See rules 115 (2)]

Pollution Under Control CertificateAuthorised By :
Government of MaharashtraDate : 13/06/2022
Time : 11:41:58 AM
Validity upto : 12/06/2023

Certificate SL. No. : MH04500030004185
 Registration No. : MH46BM9259
 Date of Registration : 29/May/2019
 Month & Year of Manufacturing : March-2019
 Valid Mobile Number : *****6868
 Emission Norms : BHARAT STAGE IV
 Fuel : DIESEL
 PUC Code : MH0450003
 GSTIN :
 Fees : Rs.150.00
 (GST to be paid extra as applicable)
 MIL observation : No

Vehicle Photo with Registration plate
60 mm x 30 mm

Sr. No.	Pollutant (as applicable)	Units (as applicable)	Emission limits	Measured Value (upto 2 decimal places)
1	2	3	4	5
Idling Emissions	Carbon Monoxide (CO)	percentage (%)		
	Hydrocarbon, (THC/HC)	ppm		
High idling emissions	CO	percentage (%)		
	RPM	RPM	2500 ± 200	
	Lambda	-	1 ± 0.03	
Smoke Density	Light absorption coefficient	1/metre	1.62	1.31

This PUC certificate is system generated through the national register of motor vehicles and does not require any signature.

Note : 1. Vehicle owners to link their mobile numbers to registered vehicle by logging to <https://vahan.parivahan.gov.in>

Authorised Signature with stamp of PUC operator
60mm x 20 mm

Annexure 24

Ack Screenshot of First and Six Monthly Compliance Report

environmentclearance.nic.in/state/Compliance_report.aspx?Cat_Id=SIA/MH/MIS/235471/2021&type=1

“Pro Active and Responsive facilitation by Interactive, Virtuous and Environmental Singlewindow Hub”

Compliance Letter/Report

Year of Compliance: -All Years-

Date of Compliance: Select

Remarks :

Upload Compliance Letter/Report: Choose F

SUBMIT

Sno.	Proposal No.	Uploaded copy of Compliance report	Remarks
1	SIA/MH/MIS/235471/2021	0727202225957218STTFirstmonthcompliance.pdf	1st monthly compliance report of STT GLOBAL DATA CENTRES IND PRIVATE LIMITED
2	SIA/MH/MIS/235471/2021	0103202343314419STT_6MCR_July_Dec_22_RO_Nagpur_MoEFCC.pdf	Six monthly Compliance Report of STT GLOBAL DATA CENTRES IND PRIVATE LIMITED for July 2022 to Dec 2022

EUR/INR -0.80%

Search

ENG IN 14:25 23-06-2023

ANNEXURE

Speed Post Receipt of First Month Compliance Report submitted to various authorities

The Chairman SEIAA

Dial 18002666888 - Clear Masks, Stay Safe
EK305921052IN IVR:8977305921052
SP SHIVAJINAGAR S.O (PUNE) <411005>
Counter No:2,19/07/2022,11:10
To:THE CHAIRMAN SEIAA..
PIN:400020, Marine Lines S.O
From:STT GLOBAL DATA CENTRES..
Wt:135gms
Amt:41.30(Cash)Tax:6.30
<Track on www.indiapost.gov.in>
Dial 18002666888 - Clear Masks, Stay Safe ✓

The Regional Officer MPCB, Navi Mumbai

EK305921123IN IVR:8977305921123
SP SHIVAJINAGAR S.O (PUNE) <411005>
Counter No:2,19/07/2022,11:10
To:THE REGIONAL OFFICER MPCB..
PIN:400614, Konkan Bhavan S.O
From:STT GLOBAL DATA CENTRES..
Wt:135gms
Amt:41.30(Cash)Tax:6.30
<Track on www.indiapost.gov.in>

The Regional Officer, Nagpur

EK305921199IN IVR:8977305921199
SP SHIVAJINAGAR S.O (PUNE) <411005>
Counter No:2,19/07/2022,11:10
To:THE REGIONAL OFFICER..
PIN:441001, Kanthi H.O
From:STT GLOBAL DATA CENTRES..
Wt:135gms
Amt:47.20(Cash)Tax:7.20
<Track on www.indiapost.gov.in>
Dial 18002666888 - Clear Masks, Stay Safe ✓

The Member Secretary, MPCB

EK305921066IN IVR:8977305921066
SP SHIVAJINAGAR S.O (PUNE) <411005>
Counter No:2,19/07/2022,11:10
To:MEMBER SECR MPCB..
PIN:400022, Sion SO
From:STT GLOBAL DATA CENTRES..
Wt:135gms
Amt:41.30(Cash)Tax:6.30
<Track on www.indiapost.gov.in>
Dial 18002666888 - Clear Masks, Stay Safe ✓

The Municipal Commissioner

EK305921137IN IVR:8977305921137
SP SHIVAJINAGAR S.O (PUNE) <411005>
Counter No:2,19/07/2022,11:10
To:THE MUNICIPAL COMMISSIONER..
PIN:400602, Naupada S.O (Thane)
From:STT GLOBAL DATA CENTRES..
Wt:135gms
Amt:41.30(Cash)Tax:6.30
<Track on www.indiapost.gov.in>