

ATHENA RENEWABLE ENERGY INDIA PRIVATE LIMITED

ACME CLEANTECH SOLUTIONS PRIVATE LIMITED

VERRA

DEED OF PARTIAL RELEASE
IN RESPECT OF
VCS REGISTRATION DEED OF REPRESENTATION

BUNDLED SOLAR PHOTOVOLTAIC PROJECT BY ACME

VCS 1753

THIS DEED OF PARTIAL RELEASE is made on 13-August-2024

BY

- (1) **Athena Renewable Energy India Private Limited**, EMAIL ID: info@athenare.in, AND Address: **08B116, WeWork Enam Sambhav, C 20 G Block, Bandra Kurla Complex, Bandra East, Mumbai City Maharashtra 400051 INDIA** (as “Released Registration Representer”);
 - (2) **ACME Cleantech Solutions Private Limited**, Email ID: rajesh.sodhi@acme.in, Address: **Plot No. 152, Sector-44, Gurugram-122002, Haryana, India** (as **Remaining Registration Representer**”); and
 - (3) **VERRA, One Thomas Circle, NW Suite 1050, Washington, DC 20005, United States** (as **Verra**).
- (A) On 15-April-2019, the Released Registration Representer made certain representations and warranties and undertook certain obligations under a registration deed of representation relating to the project BUNDLED SOLAR PHOTOVOLTAIC PROJECT BY ACME and registry ID: VCS 1753 (the “Project”) (originally made on 15-April-2019 between ACME Cleantech Solutions Private Limited and as acceded to by Athena Renewable Energy India Private Limited pursuant to a deed of accession dated 17-March-2022 (together, the VCS Registration Deed of Representation)).
- (B) The Released Registration Representer hereby wishes to be released from its representations and warranties and to be discharged from its obligations and liabilities under the VCS Registration Deed of Representation starting from the date hereof.
- (C) The Remaining Registration Representer and the Verra hereby wish to acknowledge the release of the Released Registration Representer and to reaffirm representations and covenants made and given by them in the VCS Registration Deed of Representation, (including by execution of a deed of accession between Athena Renewable Energy India Private Limited & ACME Cleantech Solutions Private Limited dated 17-March-2022, where applicable).

THIS DEED WITNESSES as follows:

1. INTERPRETATION

Unless otherwise defined in this Deed or the context requires otherwise, words and expressions used in this Deed (including the recitals) have the meanings assigned to them in the VCS Registration Deed of Representation.

2. RELEASE

2.1 Subject to Clause 2.2 below, Verra as the holder of the benefit of the VCS Registration Deed of Representation hereby authorises and agrees to:

2.1.1 the release of the Released Registration Representer from any and all of its representations and warranties made or given under the VCS Registration Deed of Representation; and

2.1.2 the release of the Released Registration Representer from any and all obligations and liabilities under the VCS Registration Deed of Representation,

in each case, with effect from the date of this Deed, and the Released Registration Representative shall, without any further action by Verra, any other Released Registration Representative or any other party, be so discharged and released.

2.2 Notwithstanding anything to the contrary in this Deed, the Released Registration Representative:

2.2.1 shall not be discharged or released from any obligation or liability that arise or may arise by reference to the matters existing prior to (but excluding) the date of this Deed; and

2.2.2 shall continue to be bound by the representations and warranties made or given by the Released Registration Representative under the VCS Registration Deed of Representation by reference to matters existing prior to (but excluding) the date of this Deed and, in particular:

(a) the Released Registration Representative hereby represents and warrants that the Monitoring Report and any other Project Documents for which the Released Registration Representative is responsible and which have been supplied by to Verra prior to (but excluding) the date of this Deed are true and accurate in all material respects; and

(b) the Released Registration Representative hereby represents and warrants that the Released Registration Representative has the right to all and any Reductions or Removals generated by the Project until 13-August-2024, and the Released Registration Representative hereby expressly waives any and all rights it may have in respect of any and all Reductions or Removals generated by the Project after 13-August-2024.

3. **REMAINING REGISTRATION REPRESENTORS**

The Remaining Registration Representative hereby:

3.1.1 acknowledges and agrees with the release of the Released Registration Representative from the VCS Registration Deed of Representation in accordance with the terms of this Deed; and

3.1.2 reaffirms the representations and covenants made and given by them under the VCS Registration Deed of Representation (including by execution of a deed of accession between Athena Renewable Energy India Private Limited & ACME Cleantech Solutions Private Limited dated 17-March-2022, where applicable).

4. **GOVERNING LAW AND JURISDICTION**

This Deed and all non-contractual obligations arising out of or in connection with it are governed by English law, and the English courts shall have exclusive jurisdiction to settle any dispute arising from or connected with this Deed, including a dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity.

5. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, which when executed and delivered is an original and all of which together evidence the same deed.

6. **DELIVERY**

This Deed is delivered on the date written at the start of the Deed.

EXECUTION PAGE¹

This Deed has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

[NOTE: This deed may be signed by either a) a director and a company secretary, b) two directors, or c) one director/duly authorised signatory. Where c) is selected, the signature must be witnessed in person. Indicate which option was selected by deleting the options and blocks that do not apply below.]

Executed as a deed by ATHENA RENEWABLE ENERGY INDIA PRIVATE LIMITED acting as authorised signatory in the presence of a witness.





Signature of director/duly authorised signatory

Venkata Ram Mohan

Name of director (in BLOCK CAPITALS)

Signature of director/secretary

Name of director/secretary (in BLOCK CAPITALS)

[Where this deed is signed by one director/duly authorised signatory]

In the presence of:



Signature of witness

MOHIT SETH

Name of witness (in BLOCK CAPITALS)

J5/132, Third Floor, Rajouri Garden,

New Delhi, India, 110027

Address of witness

¹ Drafting Note: Execution blocks may be adjusted to reflect local law requirements, e.g., if a company seal is required in relation to the execution of a deed by a company pursuant to the laws in its jurisdiction of incorporation.

Executed as a deed by ACME CLEANTECH SOLUTIONS PRIVATE LIMITED acting as authorised signatory in the presence of a witness.



Signature of director/duly authorised signatory

RAJESH SODHI

Name of director (in BLOCK CAPITALS)

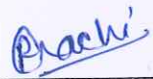


Signature of director/secretary

Name of director/secretary (in BLOCK CAPITALS)

[Where this deed is signed by one director/duly authorised signatory]

In the presence of:



Signature of witness

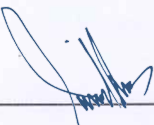
PRACHI CHAUNAN

Name of witness (in BLOCK CAPITALS)

ACME, SECTOR-44
GURGAON

Address of witness

Executed as a deed by VERRA acting as authorised signatory in the presence of a witness.



Signature of director/duly authorised signatory

FARHAN AHMED

Name of director (in BLOCK CAPITALS)

Signature of director/secretary

Name of director/secretary (in BLOCK CAPITALS)

[Where this deed is signed by one director/duly authorised signatory]

In the presence of:

Signature of witness

Name of witness (in BLOCK CAPITALS)

Address of witness