

ACME CLEANTECH SOLUTIONS PRIVATE LIMITED
RENEW POWER SYNERGY PRIVATE LIMITED
ATHENA BHIWADI SOLAR POWER PRIVATE LIMITED
ATHENA KARNAL SOLAR POWER PRIVATE LIMITED
ATHENA HISAR SOLAR POWER PRIVATE LIMITED
ACME CHITTORGARH SOLAR ENERGY PRIVATE LIMITED

VCS ISSUANCE DEED OF REPRESENTATION

BUNDLED SOLAR PHOTOVOLTAIC PROJECT BY ACME

VCS-1753



THIS DEED OF REPRESENTATION is made on 31-October-2023

BY:

- (1) ACME Cleantech Solutions Private Limited, Email ID: rajesh.sodhi@acme.in
Plot No. 152, Sector-44, Gurugram-122002, Haryana, India
- (2) Renew Power Synergy Private Limited, Email ID: ishan.nagpal@renew.com
Commercial Block-1, Zone 6, Golf Course Road, DLF City Phase-V, Gurugram 122002
Haryana, India
- (3) Acme Chittorgarh Solar Energy Private Limited, Email ID: arul@ayanapower.com
S 2904, 29th floor, world trade centre, bridge gateway campus #26/1. Dr. Rajkumar road,
Rajaji Nagar, bengaluru-560 055 Karnataka, India
- (4) Athena Bhiwadi Solar Power Private Limited, Email ID: athena@athenare.in
J5/132, Third Floor, Rajouri Garden, New Delhi, India- 110027
- (5) Athena Hisar Solar Power Private Limited, Email ID: athena@athenare.in
J5/132, Third Floor, Rajouri Garden, New Delhi, India- 110027
- (6) Athena Karnal Solar Power Private Limited, Email ID: athena@athenare.in
J5/132, Third Floor, Rajouri Garden, New Delhi, India- 110027

THIS DEED WITNESSES as follows:

1. **INTERPRETATION**

1.1 In this Deed:

"**Accountholder**" means the holder of an account in the Verra Registry;

"**AFOLU**" means agriculture, forestry and other land use;

"**Approved GHG Program**" means a GHG Program that has been approved by the Verra Board, through a gap analysis, as a VCS Program approved GHG Program;

"**GHG**" means greenhouse gas;

"**GHG Program**" means a formal or organized program, scheme or arrangement for the recognition of activities leading to Reductions or Removals, or the crediting or issuance of instruments representing, or acknowledging, Reductions or Removals;

"**Issuance Represantor**" is each party to this Deed, as set out at the start of this Deed, each Issuance Represantor being one or more of: (i) a Project Proponent (ii) any entity to whom a Project Proponent has assigned all of its rights to the Project's Reductions or Removals for the entire Project Crediting Period, or (iii) any entity which can demonstrate rights (either solely or jointly with the other Issuance Represantors) in respect of the entire volume of a Project's Reductions or Removals, where such Reductions or Removals have been independently verified in a Verification Report issued on or before 30 September 2009, by an



organisation approved by Verra to act as Validation/Verification Body in respect of verification of Projects;

"Monitoring Report" means the document that records data to allow the assessment of the Reductions or Removals generated by the Project during a given time period in accordance with the monitoring plan set out in the Project Description, covering the Reductions or Removals generated from 26-April-2022 to 31-January-2023 (Inclusive of both days).

"Project" means "Bundled Solar Photovoltaic Project by ACME"

"Project Crediting Period" means the time period for which Reductions or Removals generated by the Project are eligible for issuance as VCUs, the rules with respect to the length of such time period and the renewal of the project crediting period being set out in the *VCS Standard*;

"Project Description" means the document that describes the Project's Reduction or Removal activities and that uses either the *VCS Project Description Template* or the project description template specified by the relevant Approved GHG Program;

"Project Documents" means the documents required to register the Project and/or issue VCUs; as set out in VCS document *Registration and Issuance Process*;

"Project Ownership" means the legal right to control and operate the project activities. Distinct from proof of right;

"Project Proponent" means the individual or organization that has overall control and responsibility for the Project, or an individual or organization that together with others, each of which is also a Project Proponent, has overall control or responsibility for the Project. The entity(s) that can demonstrate Project Ownership in respect of the Project. For the avoidance of doubt where an individual executes this Representation in their capacity as an authorized office holder of the company who is the Project Proponent, this Representation is made by the company, not the authorized office holder;

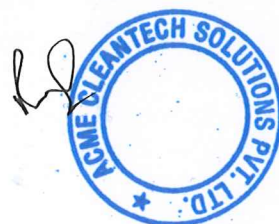
"Reduction or Removal" means a reduction or removal of one (1) metric tonne of CO₂ equivalent caused by the activities of a Project during the Project Crediting Period. Refer to the VCS Program Definitions for the full definitions for "GHG Emissions Reduction (Reduction)" or "Carbon Dioxide Removal (Removal)";

"Validation/Verification Body" or "VVB" means an organization approved by Verra to act as a validation/verification body in respect of providing validation and/or verification services in accordance with the VCS Program Rules;

"VCS Program" means the GHG Program operated by Verra which establishes the rules and requirements that operationalize the VCS to enable the validation of GHG projects and programs, and the verification of GHG emission reductions and removals;

"VCS Program Rules" means the rules and requirements set out in the *VCS Program Guide*, *VCS Standard*, *Registration and Issuance Process*, and the other VCS Program documents, as such rules and requirements may be updated from time to time;

"Verification Period" means the time period 26-April-2022 to 31-January-2023 (Inclusive of both days) specified in the Verification Report during which the Reductions or Removals were generated and have been verified by the VVB;



"Verification Report" means the written report of the verification covering the Reductions or Removals generated by the Project during the Verification Period and prepared by the VVB in accordance with the VCS Program Rules; and

"Verified Carbon Unit" (VCU) means a unit issued by, and held in the Verra Registry representing the right of an Accountholder in whose account the unit is recorded, to claim the achievement of a Reduction or Removal that has been verified by a validation/verification body in accordance with the VCS Program Rules. Recordation of a VCU in the account of the Accountholder at the Verra Registry is *prima facie* evidence of that Accountholder's entitlement to that VCU.

"Verra Project Database" means the database that provides public access to all Project and VCU information, including retirement and tracking of the AFOLU pooled buffer account (and serves similar functions for other Verra programs);

"Verra Registry" means the registry used by Verra that ensures all required Project and program documents have been submitted, maintains accounts of VCUs, issues and ensures the seamless flow of VCUs between registry accounts, and maintains custody and records of VCU legal ownership;

- 1.2 Documents referred to in this Deed but not defined shall be the VCS Program documents, as updated from time to time, to which the relevant term relates.

2. REPRESENTATIONS

- 2.1 Each Issuance Represor complies with the definition of an "Issuance Represor", as set out in Clause 1 of this Deed, in relation to the Project.

- 2.2 Each and every Issuance Represor hereby represents and warrants that:

- 2.2.1 All factual information the Issuance Represors provide in relation to this Deed is to the best of the Issuance Represors' knowledge following due inquiry true, accurate and complete in all material respects and the Issuance Represors have not made or provided, and will not make or provide, false, fraudulent or misleading statements or information in relation to this Deed;
- 2.2.2 The Monitoring Report and any other Project Documents for which the Issuance Represors are collectively responsible, and are supplying to the Verra Registry and any other person in relation to the operation of the Project under the VCS Program Rules, are true and accurate in all material respects and do not contain any false, fraudulent or misleading statements or information;
- 2.2.3 The Issuance Represors collectively hold full and exclusive legal and equitable title and rights to all and any Reductions or Removals generated by the Project for which the Issuance Represors are collectively eligible to request VCU issuance during the Verification Period free and clear of all encumbrances; and
- 2.2.4 The Issuance Represors have not submitted, sought, requested or received any recognition of the Reductions or Removals generated by the Project during the Verification Period and for which the Issuance Represors are requesting VCU issuance from any GHG- or renewable energy-related environmental credit (including without limitation as renewable energy certificates), or the Issuance Represors have



provided evidence to the Verra Registry in accordance with the VCS Program Rules that any such credits have not been used and have been cancelled under the relevant environmental credit program.

2.3 The Issuance Representatives hereby acknowledge and agree that:

2.3.1 The following persons may rely on and enforce the terms of this Deed:

- (a) Verra;
- (b) each person who is an Accountholder holding VCUs relating to the Project at any given time;
- (c) each person on whose behalf VCUs relating to the Project were retired by an Accountholder; and
- (d) each of the successors and assigns of those persons listed in clauses 2.3.1(a), 2.3.1(b) or 2.3.1(c);

2.3.2 Neither Verra, nor any of its respective affiliates, directors, employees, agents, licensors and/or contractors, shall be liable with respect to any claims whatsoever arising out of this Deed or erroneous information within the Project Documents submitted to the Verra Registry for indirect, consequential, special, punitive or exemplary damages, including, without limitation, claims brought against Verra by Accountholders, Project Proponents, Validation/Verification Bodies or any other third party. This paragraph shall apply regardless of any actual knowledge or foreseeability of such damages;

2.3.3 The Issuance Representatives have read, understood and will abide by the VCS Program Rules; and

2.3.4 Verra has an absolute right to amend any of the VCS Program Rules at any time and shall not bear any liability for loss or damage or liability of any kind sustained by any Issuance Representative or any other party involved in the Project in any way under the VCS Program as a consequence of such amendment.

2.4 I hereby acknowledge that Verra:

2.4.1 Reserves the right to take action against any or all Issuance Representatives where Verra deems, acting reasonably, that there has been a material erroneous issuance of VCUs in respect of the Project, as a result of the fraudulent conduct, negligence, intentional act, recklessness, misrepresentation or mistake of any Issuance Representative; and

2.4.2 Will determine such action having regard to the VCS Program Rules. Such action may include:

- (a) Directing the Verra Registry to cancel erroneously issued VCUs;
- (b) Requiring the Issuance Representatives to cancel erroneously issued VCUs held in its Verra Registry account;
- (c) Requiring the Issuance Representatives to replace an equivalent number of VCUs from subsequent issuances of VCUs to the Project;



Handwritten signature



- (d) Requiring the Issuance Representatives to purchase and cancel an equivalent number of replacement VCUs; or
- (e) Where the Issuance Representatives or Project Proponents fails to compensate for the erroneous issuance of the VCUs, other action including without limitation the application of restrictions to the registry account activities of the Issuance Representatives or Project Proponents until the compensation has been provided.

Verra will use reasonable efforts to work with the Issuance Representatives to ensure that any adverse impacts on the Project Proponents of actions taken under this Clause 2.4 are minimised to the extent possible.

- 2.5 I further acknowledge that any action under Clause 2.4 may be commenced by Verra only in relation to VCUs for which the Verification Report is published on or after 8 April 2014 and up to the later of:
- (a) Six (6) years after the date of issuance of the VCU referred to in Clause 2.4; or
 - (b) 12 months after the date upon which any second Verification Report with respect to the erroneously issued VCU is accepted on the Verra Registry.¹
- 2.6 I acknowledge and agree that the claim periods contemplated in Clause 2.5 exist notwithstanding any other statute of limitations in applicable law.

3. LIABILITY

Each Issuance Representative acknowledges and agrees that the Issuance Representatives are jointly and severally liable for the representations, warranties and obligations expressed to be assumed by the Issuance Representatives in this Deed.

4. GOVERNING LAW AND JURISDICTION

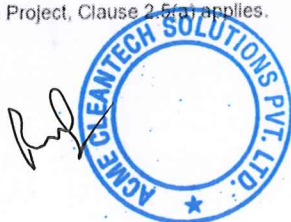
This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law, and the English courts shall have exclusive jurisdiction to settle any dispute arising from or connected with this Deed including a dispute regarding the existence, validity or termination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

5. SOVEREIGN IMMUNITY

To the extent that any of the Issuance Representatives enjoy any right of immunity from set-off, suit, execution, attachment or other legal process with respect to its assets or its obligations under this Deed, each and every Issuance Representative waives all such rights to the fullest extent permitted by law.

6. COUNTERPARTS

¹ The intention is that a VCU will be issued following acceptance of the Verification Report for the Project. For some types of AFOLU projects in particular, the verification cycle may be longer than 6 years. In this regard, if the second Verification Report shows a VCU has been erroneously issued Verra will have an additional 12 months to deal with that issue. Note also that where a VCU is erroneously issued from the last Verification Report of the Project, Clause 2.5(a) applies.



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

7. **DELIVERY**

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



EXECUTION PAGE:

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 ACME CLEANTECH SOLUTIONS PRIVATE LIMITED acting as an authorized signatory in the presence of a witness.



[Signature]

Signature of director/duly authorised signatory

RAJESH SODHI

Name of director (in BLOCK CAPITALS)



Stamp of authorised signatory

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]

Signature of witness

Ashutosh Singh

Name of witness (in BLOCK CAPITALS)

Plot No-152, Sector-44, Gurgaon,
Haryana - 122002, India.

Address of witness

² **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 RENEW POWER SYNERGY PRIVATE LIMITED acting as an authorized signatory in the presence of a witness.

Deepak Gupta Digitally signed by Deepak Gupta
Date: 2024.02.23 12:46:17 +05'30' Signature of director/duly authorised signatory

DEEPAK GUPTA

Name of director (in BLOCK CAPITALS)

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

In the presence of:



Signature of witness

Ishan Nagpal

Name of witness (in BLOCK CAPITALS)

Commercial Block-1, Zone 6, Golf Course Road,

DLF City Phase-V, Gurugram 122002 Haryana, India

Address of witness

Executed as a deed by ACME CHITTORGARH SOLAR ENERGY PRIVATE LIMITED acting as an authorized signatory in the presence of a witness.

P.S. Arukund
Authorized Signatory

Signature of director/duly authorised signatory

ARUL SHANMUGASUNDARAM

Name of director (in BLOCK CAPITALS)

In the presence of:

B. Vineela

Signature of witness

VINEELA BAVINENI

Name of witness (in BLOCK CAPITALS)

AYANA OFFICE, BANGALORE 560022

Address of witness

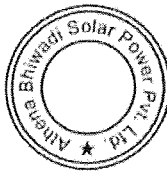
Executed as a deed by ATHENA BHIWADI SOLAR POWER PRIVATE LIMITED acting as an authorized signatory in the presence of a witness.



Signature of director/duly authorised signatory

VENKATA RAM MOHAN

Name of director (in BLOCK CAPITALS)



Stamp of authorised signatory



Signature of director/secretary

VENKATA RAM MOHAN

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

RAJASEKHAR LAKKAKULA

Name of witness (in BLOCK CAPITALS)

Galiveedu, Andhra Pradesh

Address of witness

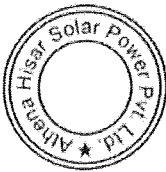
Executed as a deed by ATHENA HISAR SOLAR POWER PRIVATE LIMITED acting as an authorized signatory in the presence of a witness.



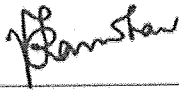
Signature of director/duly authorised signatory

VENKATA RAM MOHAN

Name of director (in BLOCK CAPITALS)



Stamp of authorised signatory



Signature of director/secretary

VENKATA RAM MOHAN

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

RAJASEKHAR LAKKAKULA

Name of witness (in BLOCK CAPITALS)

Galiveedu, Andhra Pradesh

Address of witness

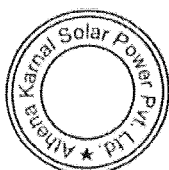
Executed as a deed by ATHENA KARNAL SOLAR POWER PRIVATE LIMITED acting as an authorized signatory in the presence of a witness.



Signature of director/duly authorised signatory

VENKATA RAM MOHAN

Name of director (in BLOCK CAPITALS)



Stamp of authorised signatory



Signature of director/secretary

VENKATA RAM MOHAN

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

RAJASEKHAR LAKKAKULA

Name of witness (in BLOCK CAPITALS)

Galiveedu, Andhra Pradesh

Address of witness

