



Description	: CONTRACT - 22A(a)(i)
First Party	: Wana Adeel Abad [36502-1328298-9]
Second Party	: Azeem Arif [33100-1094252-3]
Agent	: Muhammad Umer Aulakh [34102-0107486-5]
Stamp Duty Paid by	: Azeem Arif [33100-1094252-3]
Issue Date	: 20-Oct-2020, 10:46:53 AM
Paid Through Challan	: 3020695F911F6332
Amount in Words	: One Thousand Two Hundred Rupees Only

----- Please Write Below This Line -----

**Power Purchase Agreement for Establishment of 300 KW Solar Power Generation Facility on BOT Basis at COMSATS UNIVERSITY ISLAMABAD, Sahiwal Campus, Sahiwal.**

This **AGREEMENT**, is made at Islamabad in duplicate on this 22 day of October, 2020 by and between:

**M/s DCH SOLAR GIGA PVT LTD**, a Private company limited by share incorporated under the companies act, 2017 with its registered address 56-B sector C commercial area near grand mosque, Bahria Town Lahore, Pakistan represented by its General Manger, (hereinafter called the "Seller", which expression shall, where the context so admits or requires, include its successors, agents and assigns) on the First Part; and

**COMSATS University Islamabad (CUI), Islamabad**, a leading public sector university, established under a statute having seven campuses in different cities including Sahiwal campus under the administrative control of the Ministry of Science and Technology with its principal campus at Park Road, Tarlai Kalan, Islamabad (hereinafter referred to as the "Buyer" which expression shall where the contents admit include its successors in office, executers, administrators, authorized representatives and permitted assigns of the Second Part.

**WHEREAS**, the Buyer has the right to purchase electrical energy under applicable laws and regulations of the Pakistan; and

**WHEREAS**, the Seller has the right to sell independently produced electrical energy to Buyer; and





**WHEREAS:** The Seller will own and operate the power plant for 20 years and will be engaged in the production of Electricity.

**WHEREAS,** the Seller plans to build, commission, own and operate a 300 KW Nameplate Capacity Solar Photovoltaic Plant at COMSATS University Islamabad, Sahiwal campus (hereinafter called the "Facility"); and

**WHEREAS,** the Seller wishes to sell to the Buyer, and the Buyer wishes to purchase from the Seller, the electrical energy to be produced at the Facility, all pursuant to the terms and conditions as set forth in this Agreement.

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. DEFINITIONS**

**"Agreed Form"** in relation to any document means the form of the document agreed by the Seller and the Buyer and initialed by them for the purposes of identification;

**"Agreement"** means this Power Purchase Agreement, as may be amended, modified, supplemented or replaced from time to time;

**"Annual Energy"** means the energy produced by the Seller for the Buyer at the Power Delivery Point in a Year as per Schedule 3 (Annual Calculated Energy);

**"Applicable Law"** means any statute, law, treaty, rule, regulation or other legislation (including subordinated or delegated legislation), directive or policy (including any condition applying to a Consent) of any Governmental Authority having jurisdiction in respect of the Project or any party to this Agreement;

**"Bank Guarantee"** means a revolving payment security to be arranged by the Buyer through a reputable Bank in favour of the Seller within 30 days of signing of this Agreement pursuant to Section 8 (Security of Payment) and in a form acceptable to Seller;

**"Bank Guarantee Required Amount"** means PKR 3,659,504; (Three Million Six Hundred Fifty Nine Thousand Five Hundred Four Pakistani Rupees.

**"Capacity"** means maximum contracted electric power at any point in time, measured in MW, at the Delivery Point ;

**"Check Meter"** has the meaning ascribed to that term in the Grid Code, the location of which is to be agreed between the Seller and Buyer;

**"Commercial Operation Date"** or "COD" means the date that the Seller notifies the Buyer the Facility is Commissioned and Available to produce Energy;

**"Commissioning Notice"** means in relation to the Facility the notice to be given by the Seller to the Buyer;

**"Commissioning Period"** means, in relation to the Facility, the period from and including the date that the Seller gives in the Commissioning Notice up to the time of the Commercial Operation Date;

**"Commissioned"** in relation to the Facility means that it has stated feeding in the Energy at the connection point and has been notified by the Seller to the Buyer by way of providing the Commissioning Notice to the Buyer and the term "Commissioning" shall be construed accordingly;

**"Conditions Precedent"** means the conditions precedent Section 4 (Conditions Precedent);



