

## MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding ("MoU") entered this 7<sup>th</sup> day of November 2022.

### Between

**REMC Limited**, (a joint venture of Ministry of Railways, Government of India and RITES Ltd) established in 2013, is a subsidiary company of RITES Ltd and incorporated under the Companies Act, 1956, bearing Corporate Identification Number as U93000DL2013GOI256661, having its registered office at 8<sup>th</sup> Floor, 7, Bhikaji Cama Place, New Delhi -110066, India and corporate office at RITES Bhawan, 1, Sector-29, Gurugram - 122001 (hereinafter referred to as "**REMCL**" which expression shall unless repugnant to be context or meaning thereof, be deemed to mean and indeed its successor, administrator and assigner) represented by **Chief Executive Officer (CEO)** on the **First Part**.

### AND

**Haryana Rail Infrastructure Development Corporation Ltd.**, a Company incorporated under the Companies Act, 2013, bearing Corporate Identification Number as U45400CH2017SGC041697, having its registered office at "SCO 17-18-19, Near Jagat Cinema, Sector-17A, Chandigarh" (hereinafter referred to as "**HRIDC**" which expression shall unless repugnant to be context or meaning thereof, be deemed to mean and indeed its successor, administrator, and assigner) represented by **Managing Director (MD)** on the **Second Part**.

Hereinafter **REMCL** and **HRIDC** are each referred to individually as a "Party" and collectively referred to as "Parties".

### Whereas:

- i) **REMCL** is a premier consultancy organization in the field of Renewable Energy (Wind, Solar & Hybrid) Projects, Energy Efficiency Projects, Transmission Line Projects and Power Procurement Advisory etc. in India. Company is managing the entire traction power portfolio of Indian Railways and is also the renewable energy arm of Indian Railways. RITES Ltd is involved in the business of providing multi-disciplinary consultancy services in the field of transport, infrastructure, and related technologies to various clients nationally and internationally.
- ii) **HRIDC** is involved in the business of planning and implementation of various rail infrastructure projects like new railway lines, last mile connectivity, capacity enhancement works, etc. in the state of Haryana. Accordingly, to enhance rail connectivity for freight and passenger transportation, boost economic and social growth and enable polycentric growth in the state of Haryana, HRIDC has identified various projects like- **Haryana Orbital Rail Corridor (HORC)** project which are under various stages of implementation.



For REMCL



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- iii) One of the **Haryana Orbital Rail Corridor (HORC)** Project is connecting Palwal to Sonipat via Sohna, Manesar and Kharkhoda is broad gauge double railway line for passenger and freight traffic. It will provide seamless connectivity to Dedicated Freight Corridors (DFC) at Prithala station and to Indian Railways at Palwal, Patli, Sultanpur, Asaudha and Harsana Kalan stations. This project will be beneficial to the industrial Hubs of Kharkhoda, Manesar and Sohna and will help in development of this region of Haryana.
- iv) Whereas HRIDC is desirous of promoting sustainable integrated development of Green Energy (Solar & Wind) for their various projects and has approached REMCL to explore its possibility on identified project to project basis.
- v) The Parties have, pursuant to preliminary discussions, mutually agreed to the broad framework for taking forward their mutual discussions and entering into a written MoU to explore business interests in relation to the Renewable Energy Projects (Wind, Solar & Hybrid). This MoU shall not be binding for any financial and commercial obligations, construed or agreed and shall be subject to exclusive remedy agreed under this MoU.
- vi) The Parties understand that various Projects (hereinafter referred to as the 'Project') are in the offing by HRIDC which may be of interest to REMCL to render its Expert Consultancy to HRIDC.

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#### **1. Object and Scope of the MoU**

During the term of this MoU, the Parties shall engage in this non-commercial and non-binding partnership for the Purpose described in this MoU and to leverage their strengths for mutual benefit and explore mutually beneficial and feasible business models. The Parties may collaborate in sectors/thematic areas involving various types of Project Advisory Services Assignments related to Renewable Energy Projects (Wind, Solar, Hybrid) in India viz. (a) Techno-Economic Feasibility Reports (TEFR). (b) Detailed Project Reports (DPRs) (c) Lender Engineer Advisory Services. (d) Project Management Consultancy (PMC) Services. (k) Energy Assignments (Energy Audits, Energy Conservation/Management Studies towards "Green Initiative") etc. based on market needs.

#### **2. Objectives**

In respect of the various advisory services mentioned under item 1 above, the Parties agreed and declared as follows:

- a) HRIDC may identify the Renewable Energy Projects in the Haryana for the purpose of obtaining technical expertise of Consultancy/Execution/

  
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Implementation through Developers by REMCL in their Territory. HRIDC will provide all the necessary leads in Haryana and whereas "REMCL" may provide the required non-exclusive consultancy/professional/advisory services for successful implementation of these Renewable Energy Projects to HRIDC on entering in to separate Agreement for each Project. Each Party will bear its own costs in relation to fulfilling its anticipated role under this MoU in relation to identification of the Projects.

- b) HRIDC and REMCL will enter into separate Agreement with such form, content and structure as may be decided and mutually agreed to between the Parties keeping in view the requirements and essential parameters of the Projects. The Parties, by mutual consent, may invite third parties to join, if so required, for any particular project.
- c) It is understood between the Parties that specific agreements between the two organizations will be signed for such project executions on mutually agreeable terms under different agreements, Leverage mutual strengths and expertise on sustainability leadership to convene/participate in meetings with Indian business leaders to delve into opportunities and challenges on climate ambition, co-create and document solutions which are replicable and scalable towards achievement of the Purpose.
- d) The Parties hereby acknowledge that this MoU is non-exclusive and that either Party shall not be precluded from entering into similar transactions with any other person or entity.
- e) Parties hereby further acknowledge that Other Party's product or corporate names, logo, trademarks (registered or unregistered) shall not be used as a part of brochures, pamphlets, advertisements or other documents (even verbal and nonverbal means of communication to any one) for its promotion, explanation, statistics and evaluation, etc. except with prior written permission from other Party.
- f) This MoU is the result of good faith developed between the Parties. If due to any reason whatsoever, if any conflicts arise as regards the interpretation, execution and performance, they will be resolved in an amicable manner between the Parties within fifteen (15) working days, committing to providing its best efforts to achieve harmonious solution. Any communication in respect of matters arising out of this MoU will be made by courier letter, fax or email to the title signatory to this MoU.

### **3. General Terms of MoU**

**3.1 Duration of MoU:** This MoU shall be operational upon signing and will have an initial duration of Two (2) years.



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- 3.2 **KYC:** Each party shall provide KYC at the time of entering this MoU. Also, parties shall update their KYC as and when required.
- 3.3 **Coordination:** In order to carry out and fulfill the aims of this MoU, each party will appoint an appropriate person(s) to represent its organization and to coordinate the implementation of activities.
- 3.4 **Technical and Financial Support:** Addendums to this MoU will be developed for specific technical and financial support activities. These Addendums will provide a detailed description of the role, responsibility, and financial contribution of each party. Work plans and reporting requirements will be clearly outlined in the Addendums.
- 3.5 **Confidentiality:** Each party agrees that it shall not, at any time, during execution or after execution of the activities under this MoU, disclose any information in relation to these activities or the affairs of business or method of carrying on the business of the other without prior written consent of the other party.
- 3.6 **Termination of MoU:** This MoU shall terminate upon completion of the duration of MoU, unless terminated by either party with a written one-month (30 days) notice. In the event of non-compliance or breach by one of the parties of the obligations binding upon it, the other party may terminate the MoU with immediate effect.
- 3.7 **Effects of Termination:** The Parties hereby explicitly agree to undertake and fulfill their respective obligations accruing prior to the date of termination of this MoU. On termination or expiration of this MoU the Parties shall return to the other all confidential information that such Party may held or have access to the other Party. It is also agreed that parties shall immediately and within 7 (seven) days from the date of termination of this MoU honor/ settle the accounts accrued under this MoU.
- 3.8 **Extension of Agreement:** The duration of MoU may be extended by mutual written agreement of the Parties.
- 3.9 **Communications:** All notice, demands and other communication under this MoU in connection herewith shall be written in English language and shall be sent to the last known address, email, or fax of the concerned party. Any notice shall be effective from the date on which it reaches the other party.
- 3.10 **Addendum:** Any Addendum to this MoU shall be in writing and signed by both parties.

#### 4. Other Provisions

- 4.1 **Jurisdiction:** This Agreement shall be governed by and construed in accordance with Indian laws without reference to the conflicts of laws principles and any dispute arising from it shall be subject to the exclusive jurisdiction of the courts in Delhi, India.

  
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- 4.2 **Force Majeure.** A party will not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is:
- a) beyond the reasonable control of a party,
  - b) materially affects the performance of any of its obligations under this agreement, and
  - c) could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects.
- 4.3 **Code of Conduct:** During the duration of this MoU, the Parties shall comply with the Company's Code of Business Conduct and its Delegations of Authority, each as in effect from time to time.
- 4.4 **Anti-Bribery:** The parties must at all time comply with all applicable laws relating to anti- bribery, anti-corruption and improper payments including but not limited to Indian Prevention of Corruption Act, 1988 ("PCA").
- 4.5 **Indemnity:** The Parties shall indemnify and keep other party Indemnified for any direct loss, liability costs (including reasonable legal costs), damages and expenses incurred by other party, arising from any breach by either party of the terms of this MoU and /or in connection with the provision of, including, without limitation any negligent or reckless act, omission or default, fraud, misrepresentation, willful misconduct or failure to comply with local laws.
- 4.6 **Severability:** The Parties hereto agree that if at any time, any of the terms, conditions and/ or provisions of this MoU are declared to be invalid or unenforceable to any extent under applicable law or under directions or orders of any judicial or other competent authority, this MoU shall continue to be in force, as if such clause was never in existence.
- 4.7 **Miscellaneous:**
- a) Either party shall immediately inform the other party of any event, which could have a negative influence such as defaults, debarments, convictions or any such misconduct under any applicable laws or statutes or endangering the successful accomplishment of the tasks described in the agreement.
  - b) Using of Brand in literature or information without the prior written approval of the other Party.
  - c) Unless otherwise expressly provided in writing, each Party is responsible for its own costs of complying with this Memorandum and in connection with the performance of its obligations under this Memorandum.
  - d) Beside the agreed upon technical support and cost share payment(s) to be stipulated in the Addendums to this MoU, both the parties have no other legal and financial obligations.



For REMCL



For HRIDC


## 5. Dispute Resolution

- a) If any dispute arises between the Parties hereto during the subsistence of this MoU or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this MoU or regarding a question, including the questions as to whether the termination of this MoU by a Party hereto has been legitimate, the Parties shall endeavor to settle such dispute amicably.
- b) In the case of failure by the Parties to resolve the dispute in the manner set out above within 60 days from the date when the dispute arose, the dispute shall be referred to arbitration between the Parties, by appointment of sole arbitrator mutually agreed between the Parties. The place of the arbitration shall be in Delhi, India and the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and amendments thereto. The proceedings of arbitration shall be in English.
- c) This MoU shall be governed and construed solely in accordance with the laws of India and subject to the provisions of this Clause, the Parties hereby submit to the exclusive jurisdiction of the courts at Delhi, India.

**IN WITNESS WHEREOF, the parties hereto have executed this MoU on the 7<sup>th</sup> day of November 2022.**

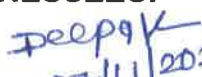
For and on behalf of REMC Ltd.

For and on behalf of Haryana Rail  
Infrastructure Development  
Corporation Ltd.

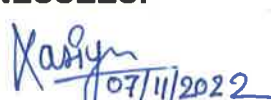
Signature:   
Name: Sh. A.K. Singh  
Designation: CEO/REMCL

Signature:   
Name: Sh. Rajesh Agarwal  
Designation: MD/HRIDC

### WITNESSEES:

1.   
07/11/2022  
Deepak Kumar Singh  
AM/ES&T/REMCL

### WITNESSEES:

1.   
07/11/2022  
MENDELEEF KATIYAR  
AM/Elect/HRIDC.