

From:

Date: 10.11.2020

Name & Address of LANDOWNERS

1. SEI Sunshine Power Pvt
 2. SEI Ravikiran Energy Pvt Ltd
- Regd Off (1 & 2): 10th Floor, Menon Eternity
Alwarpet, Chennai-600018

To

**The Prl.Chief Conservator of Forests (HoFF)
M.P. Forest Department
Govt. of Madhya Pradesh**

Sir,

We wish to submit that we are the owners of 58.737 Hectares or 145.139 Acres of Agriculture land falling in several Sy.Nos of Umari Viran, Naguva, & Bhapavali Villages of Tehsil Pichhore, Dist. Shivpuri.

Now that the representatives of M/s Greenko Energies Pvt. Ltd., Hyderabad have approached us to purchase our aforesaid land and then to transfer and mutate in favour of M.P.Forest Department for raising Compensatory Afforestation, for which we have agreed to sell above said lands to M/s Greenko Energies Pvt. Ltd.

We therefore hereby record our willingness to sell 58.737 Hectares or 145.139 Acres of Agriculture land to M/s Greenko Energies Pvt. Ltd., Hyderabad, to transfer and mutate in favour of M.P. Forest Department towards showing the said land for raising Compensatory Afforestation.

For Sunshine Power Pvt Ltd
For SEI Sunshine Power Private Limited

Authorised Signatory
Authorised Signatory

For Ravikiran Energy Pvt Ltd
SEI Ravikiran Energy Pvt. Ltd.

Authorised Signatory
Authorised Signatory



తెలంగాణ తెలంగాణ TELANGANA

Sl. No. 250 Date: 30-09-2020
Sold To : Srinu
S/o. : Ramayya R/o Hyd.
For Whom : M/s.Greenko Energies Pvt Ltd

[Signature]
R 720250
K.N. LAL BABU
Licenced Stamp Vendor
Licence No. 16-07-086/2012
R.L. No.16-05-C11/2018
11 No.3-5-948/91A, 1 Emayath Nagar
HYDERABAD DISTRICT

AGREEMENT OF SALE

THIS DEED OF AGREEMENT OF SALE is made and executed on this the 10th day of November, 2020, at Hyderabad,

BETWEEN:

1. M/s. SEI Sunshine Power Pvt Ltd, a company incorporated under the Companies Act,1956, having its Regd. Office at Menon Eternity, 10th Floor New# 165, Old No #110, St. Maris Road, Alwarpat, Chennai -600 018, INDIA
2. M/s. SEI Ravikiran Energy Pvt Ltd, a company incorporated under the Companies Act,1956, having its Regd. Office at Menon Eternity, 10th Floor New# 165, Old No #110, St. Maris Road, Alwarpat, Chennai -600 018, INDIA

Both the above parties hereinafter referred to as the "VENDORS" or "SELLERS" which term shall, unless inconsistent with the context, mean and include all its Legal representatives, agents, attorney/s, executors, administrator and permitted assigns etc., of ONE PART.

M/s. SEI Sunshine Power Private Limited
[Signature]
VENDORS
Authorised Signatory
SEI Ravikiran Energy Pvt. Ltd.
[Signature]
Authorised Signatory

VENDEE



N. Govindarajan

AND

M/s. Greenko Energies Private Limited, a Company incorporated under the provisions of the Companies Act 1956, having its Office at Plot.No.1366, Road No.45 Jubilee Hills, Hyderabad, -500 033, Telangana State, hereinafter referred to as the 'VENDEE' or 'PURCHASER' which term shall, unless inconsistent with the context, mean and include all its legal representatives, agents, attorney/s, executors, administrators, assigns and include its successors- in- interest, of ANOTHER PART.

WHEREAS, the VENDORS are the owners and are in possession and enjoyment of property admeasuring 58.737 Hectares or 145.139 Acres of land comprised in several Sy Nos situated in villages - Umari Viran, Naguva & Bhapavali, Tehsil Pichhore, Dist. Shivpuri, MP State, which is more fully described in the "Annexure", given below.

WHEREAS, the VENDEE is in need of land parcel in Shivpuri Dist, MP, for compensatory afforestation in lieu of Forest land diversion for a proposed Project in MP.

WHEREAS, the VENDORS have approached the VENDEE with a proposal to sell the property mentioned in the Annexure, for a valuable consideration.

WHEREAS, the VENDORS further represented to the VENDEE that they have not raised any loan/s or taken any advance or otherwise created any mortgage or charge on the property given 'ANNEXURE' and the same is free from all encumbrances, claims, charges, interest, etc. whatsoever.

WHEREAS, based on the aforesaid assurances and representations of the VENDORS, the VENDEE herein has agreed to purchase the property given the ANNEXURE.

NOW, therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the parties as follows:

1. Based on the assurances and representations given by the VENDORS, the VENDEE has agreed to purchase the property given in the Annexure for the valuable consideration subject to a good, legal and clear marketable title being found free from all encumbrances, rights, claims, title, demands, interests, acquisition, etc., property.

For SEI Sunshine Power Private Limited

VENDORS

Authorised Signatory

SEI Ravikira Energy Pvt. Ltd.

Authorised Signatory



N. Govindhan

2. Both the Parties hereby agree that the total sale consideration shall be paid at the time of the registration of the Sale Deed or Deed of conveyance, either in favour of Vendee or its nominee.
3. The VENDORS hereby covenants and confirms that there are no co-owners/no other claimants to the property given in the Annexure, and the entire Property is free from all encumbrances, Court attachments, of any kind and the entire property is not the subject matter of any acquisition or requisition proceedings, injunction/prohibitory orders from any Court, Minor claims, Maintenance claims, Govt., Dues, restrictive covenants, Partition claims or ownership claims or any other litigation or claims of whatsoever nature from any person/s or statutory authorities including Taxation authorities and that they shall not create any lien, charge, mortgage of any kind on the Total property during the subsistence of this agreement.
8. That, the VENDORS hereby confirm that they have not executed any Agreement of sale or any other documents in favour of any person/company creating any rights over the property and hereby covenants that, they will not enter into any other agreement, arrangement or understanding with any other person or persons in any manner whatsoever for the sale of, or transfer/alienation of the Property as a whole or in parts thereof except in favour of the VENDEE or its nominee/assignee and except as provided in this Agreement.
9. That, the VENDORS hereby covenants that they will at all time, execute every such lawful deed, assurance or thing, as shall be reasonably required for further and more perfectly assuring the title on the property mentioned in the ANNEXURE and every part thereof unto, in favour of the VENDEE and/or its nominee/s. The VENDORS hereby under-takes to indemnify the VENDEE and/or its nominee/s from all losses, claims or damages of what so ever nature the VENDEE and/or its nominee/s might incur due to there being any defect in title of the land Vendees to the ANNEXURE or due to any restrictions which prohibit the land Vendees from executing a deed of absolute sale and conveyance in favour of the VENDEE and/or its nominee/s.
10. All property taxes and other liabilities down to the day of the registration of the conveyance, income tax, and capital gains tax, if any and other dues and levies concerning the property mentioned in ANNEXURE shall be borne and discharged by the VENDORS.

for SEI Sunshine Power Private Limited

[Signature]
VENDORS
Authorised Signatory

SEI Ravikrishna Energy Pvt. Ltd.

[Signature]
Authorised Signatory

N. Gowindarajan



11. The VENDEE herein shall have the right to nominate any other person or persons and assign its rights under this agreement in favour of such person or persons at a sale price and consideration and other terms and conditions as it may deem fit under the agreement and the VENDORS shall duly recognize any nomination or assignment and shall duly execute a deed of absolute sale and conveyance in favour of such nominees and assignees.

12. The VENDORS undertake to resolve any Title Disputes and other allied legal issues, either with the Statutory Authorities or any other Person regarding title, transferability and sale of the property mentioned in the ANNEXURE, to the VENDEE, at his own cost/s and expenses and within reasonable time and extend his full cooperation to the VENDEE in defending any such issues.

13. No error, miss-statement or omission in the description of property mentioned in Annexure shall annul this agreement.


14. The expenses on stamp duty, registration Charges and other charges shall be borne by the VENDEE as agreed to between the parties herein.

IN WITNESS WHEREOF, the VENDORS and the VENDEE have signed this Agreement of sale at the place and on the date, month and year mentioned above, out of their free will and consent and without any undue influence, coercion or fraud and having read and understood the contents therein, in the presence of the following witnesses.

For SEI Sunshine Power Pvt Ltd
For SEI Sunshine Power Private Limited


Authorised Signatory

SEI Ravikiran Energy Pvt Ltd
SEI Ravikiran Energy Pvt. Ltd.


Authorised Signatory

VENDORS

VENDORS

For Greenko Energies Pvt Ltd,



Authorised Signatory
VENDEE

N. Govindarajan

WITNESSES:

1. S. Suriya
2. Ramoo

VENDEE

ANNEXURE

I. Land details of SEI Sunshine Pvt Ltd

5

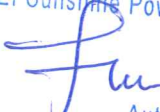
S. No.	Village	Survey No.	Extent in Hectares
1	Umri Viran	4	0.410
2	Umri Viran	7	1.000
3	Umri Viran	8	0.460
4	Umri Viran	9	1.280
5	Umri Viran	12	0.550
6	Umri Viran	14	0.220
7	Umri Viran	15	0.210
8	Umri Viran	16	0.260
9	Umri Viran	17	0.500
10	Umri Viran	33	0.335
11	Umri Viran	35	0.400
12	Umri Viran	36	0.430
13	Umri Viran	38	0.573
14	Umri Viran	65	0.234
15	Umri Viran	68	0.220
16	Umri Viran	69	0.760
17	Umri Viran	70	0.700
18	Umri Viran	77	0.470
19	Umri Viran	78	0.855
20	Umri Viran	95	0.137
21	Umri Viran	96	0.605
22	Umri Viran	97	0.136
23	Umri Viran	98	0.761
24	Umri Viran	99	1.430
25	Umri Viran	100	0.233
26	Umri Viran	101	0.220
27	Umri Viran	102	0.730
28	Umri Viran	105	0.880
29	Umri Viran	106	0.279
30	Umri Viran	107	0.210
31	Umri Viran	108	0.790
32	Umri Viran	124	0.860
33	Umri Viran	125	0.410
34	Umri Viran	127	0.780
35	Umri Viran	128	0.170
36	Umri Viran	129	0.130
37	Umri Viran	132	0.230
38	Umri Viran	133	0.150
39	Umri Viran	134	0.100
40	Umri Viran	135	0.380

N. Goukher

VENDORS

SEI Sunshine Power Private Limited

SEI Ravikiran Energy Pvt. Ltd.



Authorised Signatory



Authorised Signatory

VENDEE



41	Umri Viran	136	0.270
42	Umri Viran	137	0.450
43	Umri Viran	138	0.350
44	Umri Viran	139	0.170
45	Umri Viran	140	0.200
46	Umri Viran	141	0.170
47	Umri Viran	143	0.300
48	Umri Viran	146	0.140
49	Umri Viran	147	0.190
50	Umri Viran	150	0.050
51	Umri Viran	157	0.166
52	Umri Viran	158	0.166
53	Umri Viran	161	0.166
54	Umri Viran	162	0.508
55	Umri Viran	163	0.350
56	Umri Viran	164	0.330
57	Umri Viran	165	0.730
58	Umri Viran	166	0.620
59	Umri Viran	167	0.550
60	Umri Viran	168	0.267
61	Umri Viran	169	0.480
62	Umri Viran	170	0.090
63	Umri Viran	171	0.190
Total			26.391

Land details of SEI Ravikiran Pvt Ltd

1	Neguwan	175	0.260
2	Neguwan	184	0.500
3	Neguwan	185	1.250
4	Neguwan	194/1	0.505
5	Neguwan	199	0.630
6	Neguwan	200	0.147
7	Neguwan	201	0.880
8	Neguwan	202	0.520
9	Neguwan	207	0.180
10	Neguwan	214	0.685
11	Neguwan	215	0.500
12	Neguwan	216	0.280
13	Neguwan	218	0.240
14	Neguwan	220	0.200

N. Gopal Kumar

For SEI Sunshine Power Private Limited

VENDORS

[Signature]
Authorised Signatory

SEI Ravikiran Energy Pvt. Ltd.

[Signature]
Authorised Signatory

VENDEE



15	Neguwan	221	0.083
16	Neguwan	222	0.430
17	Neguwan	223	0.270
18	Neguwan	224	0.315
19	Neguwan	226	0.225
20	Neguwan	231	0.198
21	Neguwan	233	0.065
22	Neguwan	257	0.830
23	Neguwan	272	0.660
24	Neguwan	273	0.210
25	Neguwan	278	0.433
26	Neguwan	284	0.750
27	Neguwan	294	1.120
28	Neguwan	295	0.465
29	Neguwan	296	0.470
30	Neguwan	298	0.580
31	Neguwan	327	1.960
32	Neguwan	348	0.450
33	Neguwan	367	0.163
34	Neguwan	368	0.183
35	Neguwan	372	0.370
36	Neguwan	375	0.470
37	Neguwan	376	0.115
38	Neguwan	379	0.125
39	Bapawali	489/1	0.400
40	Bapawali	493/1	0.300
41	Bapawali	495	0.140
42	Bapawali	500	0.510
43	Bapawali	508	0.580
44	Bapawali	509	1.020
45	Bapawali	512	0.560
46	Bapawali	513	0.370
47	Bapawali	516	1.060
48	Bapawali	517	0.510
49	Bapawali	575	0.113
50	Bapawali	576	0.110
51	Bapawali	596	0.820
52	Bapawali	616	0.880
53	Bapawali	630/1	0.300
54	Bapawali	634	0.470
55	Bapawali	635	0.100

N. Gokul

For SEI Sunshine Power Private Limited

[Signature]

Authorised Signatory

VENDORS

SEI Ravikiran Energy Pvt. Ltd.

[Signature]

Authorised Signatory

VENDEE



56	Bapawali	644	0.750
57	Bapawali	662	2.300
58	Bapawali	664/1	0.910
59	Bapawali	669	0.330
60	Bapawali	671	0.370
61	Bapawali	725	1.298
62	Bapawali	727	0.428
Total			32.346

Grant Total	58.737
-------------	--------

or 145.139
acres

For SEI Sunshine Power Private Limited

Authorised Signatory



SEI Private Energy Pvt. Ltd.

Authorised Signatory

N. Gowindarajan

VENDORS

VENDEE