



KREDL

ಕರ್ನಾಟಕ ನವೀಕರಿಸಬಹುದಾದ ಇಂಧನ ಅಭಿವೃದ್ಧಿ ನಿಯಮಿತ

KARNATAKA RENEWABLE ENERGY DEVELOPMENT LIMITED
(A Government of Karnataka Enterprise)

KREDL/06/SH-837/Barachukki MHS/2013 /1676

Date: 18-7-17

To,

Mr. Vikram Sreeram,
Mallige House,
31/32 Crescent Road,
Bangalore -560001.

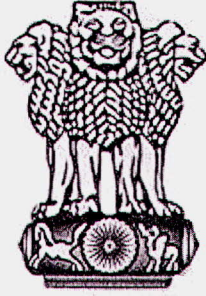
Sir,

Sub: Barachukki Mini Hydel Power Plant – Copy of Agreement – reg.

Photo copy of the agreement duly signed by the Managing Director, KREDL in respect of Barachukki MHS across Cauvery River, near Shivana Samudram Village, Kollegal Taluk, Chamarajanagar District is enclosed herewith for further needful.

Yours Faithfully


General Manager

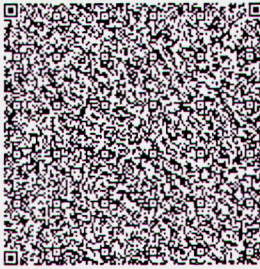


सत्यमेव जयते

INDIA NON JUDICIAL Government of Karnataka

e-Stamp

Certificate No. : IN-KA87020022973199L
Certificate Issued Date : 29-May-2013 12:53 PM
Account Reference : NONACC (FI)/ kabacsl08/ BANGALORE/ KA-BA
Unique Doc. Reference : SUBIN-KAKABACSL0838526294235955L
Purchased by : VIKRAM SREERAM
Description of Document : Article 12 Bond
Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : VIKRAM SREERAM
Second Party : THE MANAGING DIRECTOR KREDL
Stamp Duty Paid By : VIKRAM SREERAM
Stamp Duty Amount(Rs.) : 400
(Four Hundred only)



Authorised Signatory
For The Bangalore Advocates'
Co-operative Society Ltd.

-----Please write or type below this line-----

THIS AGREEMENT IS EXECUTED AT BANGALORE ON THIS 17th DAY OF July 2013

BETWEEN

THE GOVERNMENT OF KARNATAKA, REPRESENTED BY THE MANAGING DIRECTOR, KARNATAKA RENEWABLE ENERGY DEVELOPMENT LIMITED, AUTHORISED SIGNATORY OF GOVERNMENT. Hereinafter referred to as "KREDL" which shall include its successors and assignees.

AND

VIKRAM SREERAM

Managing Director
KARNATAKA RENEWABLE ENERGY
DEVELOPMENT LIMITED
BANGALORE

Statutory Alert:

1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Public Registrar Offices (SROs).
2. The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site "www.shcilestamp.com"

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕಂಇ 152 ಮುನೋಮು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಳೆ
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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
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ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ
Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.

MR. VIKRAM SREERAM, S/o Dr. A.C. SREERAM with his office at Mallige House, No. 31/32, Crescent Road, Bangalore 560001. Here in after referred to as "Individual" which includes his successors and assignees.

1. WHEREAS the state of Karnataka has decided to permit the private sector to generate electricity through Hydel Power Projects in the state.
2. **MR. VIKRAM SREERAM** had requested **KREDL** to grant permission to set up a Small Hydel Power plant across river **Cauvery** near **Shivana Samudram** village, **Kollegal** Taluk, **Chamarajanagar** District of 5.00 MW capacity (Weir latitude: 12° 16' 59.24" N, longitude: 77°10'34.65" E and Power House latitude: 12°17' 33" N, longitude: 77°10'58.27"E, FRL: EL 588 M, TWL: EL 526 M). The Government of Karnataka was pleased to accord permission vide **GO No: EN 20 NCE 2013, Bangalore dated: 21.05.2013**.
3. Now, parties to this agreement have agreed for the following terms:
4. The land required for setting up of a Small Hydel Power Plant shall be acquired by the Individual.
 - a. If the required land is private land, the Individual has to acquire the same directly from the land owners by any mode of transfer. If it is taken on lease, the minimum period of lease shall be 30 years.
 - b. If the required land belongs to Government, the Individual shall approach concerned department, i.e. Revenue, Forest or Irrigation Department etc., as the case may and request may made, to lease the land in favour of Individual, as per the circular **No: RD 78 LPG 2009 Dated: 04-01-2011 of Revenue Department**. Revenue Department will also directly lease the land to the Individual. The period of lease shall be 30 years. At the end of 30 years lease shall be extended for 5 years at a time subject to any conditions stipulated by Government.

VIKRAM SREERAM

Managing Director
KARNATAKA RENEWABLE ENERGY
DEVELOPMENT LIMITED
BANGALORE

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Government of Karnataka

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Registration and Stamps Department

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Date of execution

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Total stamp duty paid Rs.

- c. In case, if the land belongs to Forest Department, Forest Department will issue facilitation letter as per the standards, draft approved by the MOEF, GOI, New Delhi vide letter No: **F No: 11-113/2008 FC, Dated: 30-12-2008.**
 - d. The total period considered for the completion of the project shall not exceed beyond 5 years. However, the Individual can make the request for the extension of time if any which shall not be more than 1 year. In exceptional circumstances if the Individual requires further extension the KREDL may determine the time of such extension depending upon merit of case and accord extension of time with penalty if need be. However, the total period of time for commissioning the project shall not exceed beyond 6 years excluding exceptional time extension if any. The date of agreement shall be the basis for calculation of time for commissioning of the project.
 - e. The Individual shall not mortgage the leased property to any financial institution during the existence of this agreement.
5. The Individual shall remit water cess / royalty as applicable from time to time to the Government.
 6. The Individual shall pay statutory levies as applicable from time to time to the Department of Electrical Inspectorate / KREDL/KPTCL/ ESCOM's or to the Government of Karnataka as the case may be to get clearances.
- a. Individual shall bear the cost of any modifications or Improvements to the existing irrigation structures, which may be carried out during the existence of this lease period with the prior permission of the Irrigation Department.

Managing Director
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- b. Individual shall bear the cost of any modification required for the head works. Individual shall deposit estimated cost within two months from the date of acceptance of the project report.
 - c. Individual shall bear the difference of cost i.e. actual cost incurred minus estimated cost, and that shall be paid within two months from the date of intimation.
 - d. If Irrigation Department takes up any works for safeguarding and strengthening head works during the existence of lease period, such expenditure shall be borne by Irrigation Department and Individual proportionately.
 - e. Transmission line from the Power House to the KPTCL/ESCOM grid point shall be constructed by Individual as per KPTCL/ESCOM Prevailing rules at Individual's cost. The Transmission line would be maintained by KPTCL/ESCOM as the case may be.
7. The Individual shall pay Banking and Wheeling charges to KPTCL/ ESCOMs at the rates prescribed by the KERC from time to time. The Individual shall enter into Banking and Wheeling agreement with KPTCL in case of selling power to the third party and power purchase agreement in case of selling power to the ESCOMs.
 8. The Individual shall furnish its scheme of construction of the Mini Hydel Plant with details of layout and detailed design and drawings of the Hydraulic structure and get it approved by the Irrigation Department. The Individual shall execute the works connected with the construction and installation of the hydraulic structure likely to affect the existing irrigation facility after obtaining due approval of the Irrigation Department.

KREDL/KPTCL/KPCL/Electrical Inspectorate, shall reserve its right to inspect the Power Generating Unit to verify due compliance of the designs and prescribed specifications and to ensure quality control.

Managing Director
KARNATAKA RENEWABLE ENERGY
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BANGALORE

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Registration and Stamps Department

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9. The release of water shall be totally controlled by the Irrigation Department, KPCL (wherever KPCL is Controlling water) when there is no power generation. In the event of power generation, the inflow into the turbine in the power house shall be controlled by the Irrigation Department / KPCL to the extent of the flow required either for irrigation or otherwise from time to time and the Individual will provide suitable mechanism, for this purpose.

No claim by the Individual for compensation or whatsoever shall be entertained, when the quantity of flow of water is varied or when the water supply is entirely cut off, depending on the irrigation needs.

Programming of the operations of the canal in each season as soon as finalized shall be informed to the Individual. The Irrigation Department shall have the rights to vary the quantities of water in the canal, depending on the needs of the irrigation. The Individual shall incorporate a suitable mechanism or devise in the system, which ensure the required discharge in the canal at the tailrace, when the generator fails by itself or due to the fault in the grid.

10. The Individual shall pay all the expenditure incurred by KPCL if any on the project till the date of agreement and all the commitments made by the KPCL, on these projects with various department of the Government such as Revenue Department for Land Acquisition, Irrigation Department for charges of water/ irrigation structure etc., within three months from the date of execution of the agreement.
11. The Individual shall engage his own consultants and to take up all investigations of the project. KREDL has no role to play in identifying the place suitable for the project. However, prior approval of the KREDL is mandatory before finalising the Project.
12. The Individual shall ensure that the construction of the powerhouse does not endanger either the dam or any other structure in the vicinity.

VIKAS

Managing Director
KARNATAKA RENEWABLE ENERGY
DEVELOPMENT LIMITED
BANGALORE

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13. During the course of the execution of project work, if any damage is caused to public or private property, the Individual shall made good the loss by way of damages. It is the sole responsibility of the Individual to safeguard the life and limbs of workers.
14. Incentives/ Exemption as applicable from time to time will be extended as per the Government Order in force from time to time.
15. In the event of any disputes of differences arising between Irrigation Department, Forest, Revenue, KPTCL/ESCOM, KPCL, KREDL, on the one hand and the Individual on the other hand, with regard to the execution, implementation and the commissioning of the project or interpretation of this agreement or provisions thereof or any claim arising there under, the decision of the Government shall be final and binding.
16. At any point of time, either before or after commissioning of the small Hydro Power Project, if it is found that the Individual has furnished any wrong information or concealed any information, or violates any lease condition the agreement is liable to be terminated and the project will be taken over by the Government without any compensation.
17. In case of failure of machinery, the Individual shall set-right the same for proper functioning of the project within a period of 6 months, failing which the Government would levy penalty as deemed fit. However this does not apply to non-operation of the Plants due to non-availability of water.
18. All matters are subject to jurisdiction of courts situated within the State of Karnataka.
19. This agreement shall be subject to the guidelines issued by the Government of India & Government of Karnataka from time to time.

VIKRAM SREERAM

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Mandating Director
KARNATAKA RENEWABLE ENERGY
DEVELOPMENT LIMITED
BANGALORE

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20. Transfer of the project / company before commissioning or change of major shares before commissioning of the project is not permitted.

21. The conditions stipulated in the **Government Order No: EN 20 NCE 2013, Bangalore Dated: 21.05.2013** and the conditions imposed by the Forest Department, Water Resource Department should be followed by the Individual meticulously. Any violation will lead to automatic cancellation of this agreement.

WITNESS WHEREOF the parties above named have executed this agreement in the presence of the witnesses attesting hereunder.

VIKRAM SREERAM

Mr. VIKRAM SREERAM

MANAGING DIRECTOR

Karnataka Renewable Energy Development Limited

WITNESSES:

1. NAGARAJU SUNDAREM.
18, 5th Street, Sengunthapuram,
Mangalam Road, Tirupur - 64. TN
Tamilnadu.

2.

Girishha . S. K.

154/3 13th cross .
G. M. Palayam .

Bangalore - 560075