



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్, ANDHRA PRADESH
S.No. 7690 Dt. 10/10/14 Rs. 100/-

Sold to Sri: M/S. Mohanarupa Power Projects (P) Ltd, Ref by its
For Whom Self F.M.D. Mr. K.V.D. Umamaheswara Rao
3/6, Ranga Rao, Vijayawada

BL 380249

Name: K.V. PADMAVATHI
LICENSED STAMP VENDOR
L.No: 06-14-008/2007
R.L.No: 06-14-003/2014
Address: #1-62, CHINAVUTUPALL
GANNAVARAM MANDAL
Phone No: 99127 46669

AGREEMENT

This agreement is made on this 21st day of October 2014 between the New & Renewable Energy Development Corporation of Andhra Pradesh Limited (NREDCAP) represented by the Vice Chairman & Managing Director whose office shall include its successors, legal representatives and assignees etc having its registered office at H.NO 5-8-207/2, Pishga Complex, Nampally, Hyderabad and M/s Mohanroopa Power Projects Private Ltd represented by its Managing Director here in after called the 'company' having its registered office at D.no 30-1-9, Jayati Enclave, Kurmaiah Street, Arundalpet, Vijayawada - 520 002 which expression shall include its successors, legal representatives and assignees.

Where as the Company has made an application with NREDCAP, Hyderabad to set up Mini Hydel Power Project at Bed fall of Gomukhi River along 1.60 Km U/s of Thonam

For MOHANARUPA POWER PROJECTS PRIVATE LTD.


Joint Managing Director

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For New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.


Vice Chairman & Managing Director

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Municipal School, Thonam Village, Salur Mandal, Vizianagaram District. NREDCAP has registered the said project to the company vide Lr No NREDCAP/MHS/N 335/2000 dated 14/02/2001.

And where as company has requested for change of location to Mini Hydel Power Project at Bedfall of Gomukhi River along 3.00 Km from Power House U/s of Thonam Municipal School, Thonam Village, Salur Mandal, Vijayanagaram District. Accordingly, amendment letter for change of location was issued vide letter dated 07/08/2001.

And where as the company has submitted Revised Detailed Project Report for 9 MW capacity Mini Hydel Scheme at Bedfall of Gomukhi River along 3.00 Km U/s of Thonam Municipal School, Thonam Village, Salur Mandal, Vijayanagaram District. And where as NREDCAP vide delegation of powers vide G.O. Ms No.37 Energy (Power I) department dated 01-02-1999 has forwarded the same to the CE, Major Irrigation for issuance of No Objection Certificate vide letter dated 18/02/2002.

And where as company has requested for change of location to Mini Hydel Scheme at Bedfall of Gomukhi River along 4.00 Km from Power House U/s of Thonam Municipal School, Thonam Village, Salur Mandal, Vijayanagaram District and amendment letter was issued and the revised DPR submitted by the company for 12.00 MW capacity and the same was forwarded to the Chief Engineer, Major Irrigation for issuance of NOC vide letter dated 04/10/2006.

The Government after careful examination of the recommendation of the standing committee has issued No Objection Certificate to the company for establishment Mini Hydel Power Project of Mini Hydel Scheme of Capacity (3 X 4000 KW) = 12.00 MW on Gomukhi River, near Thonam Village, Salur Mandal, Vizianagaram District vide G.O.Ms No 54 dated 07/10/2014 of Irrigation & CAD (PW: Reforms) Department, Govt of A.P.

And where as NREDCAP has sanctioned (3 X 4000 KW) = 12.00 MW capacity Mini Hydel Scheme on Gomukhi River, near Thonam Village, Salur Mandal, Vizianagaram District vide letter no. NREDCAP/MHS/MPPPL/N 335/2014-15 dated 21st/10/2014 basing on the DPR submitted by the company and No Objection Certificate issued by the Irrigation & CAD department, Govt. of Andhra Pradesh vide G.O.Ms No 54 dated 07/10/2014 of Irrigation & CAD (PW: Reforms) Department, Govt of A.P.

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For MOHANARUPA POWER PROJECTS PRIVATE LTD.,


Joint Managing Director

For New & Renewable Energy Development
Corporation of Andhra Pradesh Ltd.



Now therefore, it is here by agreed by and between the parties hereto as under.

1. The company shall promote and establish the Small Hydro Power Project with the guidelines issued by the Government of India and Govt. of Andhra Pradesh.
2. The company shall obtain all statutory clearances required to establish the Small Hydro Power Plant in accordance with the statutory provisions, guidelines issued by Govt. Of India and Govt. Of AP from time to time.
3. The company shall make necessary arrangements for procurement of equipment from the reputed manufactures/collaborators required for the plant.
4. The company shall take necessary action for procurement of land for the Small Hydro Power Project.
5. The company shall abide by the requisitions of the Andhra Pradesh Electricity Regulatory Commission (APERC). The proceedings issued by APERC shall be followed. The developer shall approach APERC for obtaining license/exemption from obtaining license for supply/use of power. In the event of APERC disallowing captive consumption or the third party sale, the developer shall be required to enter in to Power Purchase Agreement (PPA) with concerned DISCOMs as per the Electricity Act 2003. The NREDCAP can not guarantee either the power purchase price or the DISCOM entering in to PPA as these are dependent upon the power supply position in the state at a given point of time and requirement of power by concerned DISCOM. The developer will be proceeding at his own risk with regard to either regulatory clearance for supply license or Power Purchase agreement with the concerned DISCOM.
6. The company shall comply with the provisions of the AP Electricity Reforms Act 1998 and also the applicable provisions of the Indian Electricity act 1910 and the Electricity (Supply) Act 1948 and the Electricity Act 2003 and rules and regulations framed there under.
7. The company has paid an amount of Rs. 20,22,480/- (Rupees twenty lakhs twenty two thousand four hundred and eighty only) towards sanction fee to NREDCAP @ Rs.1,50,000/- per MW plus 12.36% Service Tax before entering into Agreement.

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For MOHANARUPA POWER PROJECTS PRIVATE.


Joint Managing Director

For New & Renewable Energy Development
Corporation of Andhra Pradesh Ltd.



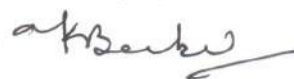
8. The company shall complete the financial closure with in a period of six months from the date of signing of the agreement or before such extension as may be accepted and granted by NREDCAP on request by the company on account of delays in obtaining all necessary consents, licensees, authorizations and clearances required from the Govt. of Andhra Pradesh and Govt. of India like Environmental clearance, Forest Clearances etc.
9. The company shall execute the project within 24 months from the date of entering in to original agreement and the generation of power should be made by 20/10/2016. In case the company fails to execute the work with in the stipulated time, the company shall take an extension from the VC & MD, NREDCAP. In the event, the company fails to do so; NREDCAP has every right to cancel the project. Further, the developer has to furnish the report on progress of the project every month in the week to NREDCAP, Hyderabad with out fail. The Company has furnished an irrevocable Bank Guarantee of Rs.12, 00,000/- @ Rs.1, 00, 000 /- per MW which will be adjusted against penalty imposed if any due to the delay in execution of project. The rate of penalty for delay in execution for every MW for every fortnight will be Rs.20,000/- .If the company fails to execute the project with in the grace period of 3 months, it will be left open for NREDCAP to cancel the project with out assigning any reasons. The bank guarantee given by the company will be invoked.
10. In the event of cancellation of Small Hydel Power Project allotted to the developer as per clause (9), NREDCAP reserves the right to allot the scheme to any other developer and the company shall have no claim what so ever for the reimbursement of expenditure incurred for the establishment of the project.
11. NREDCAP reserves the right to withdraw the approval should there be any default in execution of the terms and conditions of the agreement after giving reasonable opportunity.
12. All the disputes are subject to the jurisdiction of Hyderabad only.
13. The company shall abide by the terms and conditions as may be prescribed by the Government of A.P. from time to time in the interest of the implementation of the project.

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JOHANABARA POWER PROJECTS PRIVATE LTD.

Joint Managing Director

For New & Renewable Energy Development
Corporation of Andhra Pradesh Ltd.



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14. The developer should submit the progress reports from the date of entering in to agreement regarding financial closure, work in progress and monthly power particulars after commissioning.
15. On commissioning of the project, the developer has to furnish monthly generation report to NREDCAP, Hyderabad with out fail.
16. In witness where of the parties above have set their hands and signed this agreement on the ^{21st} 21 October 2014 year above mentioned.

CHANARUPA POWER PROJECTS PRIVATE LTD.

Joint Managing Director

For and on behalf of the
Developer

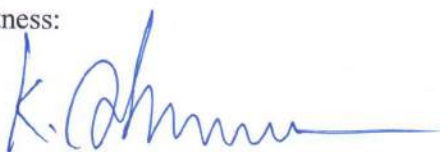
For New & Renewable Energy Development
Corporation of Andhra Pradesh Ltd.


Vice Chairman & Managing Director

For and on behalf of New & Renewable
Energy Devp Corporation of A.P. Ltd

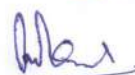
Witness:

01.



CK.R.K. Rao Secretary Enclosure

02.



(P.V. Ramesh), P.D, NREDCAP, Hyderabad

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