

This agreement is executed at Bangalore on this _____ day of
Two thousand -----

BETWEEN

THE GOVERNMENT OF KARNATAKA represented by MANAGING DIRECTOR, KARNATAKA RENEWABLE ENERGY DEVELOPMENT LIMITED hereinafter referred to as "Government" which shall include successors and assignees.

AND

M/s / Sri..... having its/his registered office at hereinafter referred to as "Company" /individual which includes its successors and assignees.

WHEREAS the State of Karnataka has decided to permit private sector to generate electricity from Wind Energy projects in the State.

M/s have /has requested KREDL to grant permission to set up / Transfer /Enhancement a Wind Power Project of MW capacity in the village/villages in Taluk, District, Karnataka and the same having being recommended by KREDL vide its letter No.dated: , the Government had accorded approval for the project vide Government Order No..... Dated

The details of the geographical area for the development of MW capacity Wind Power Project is shown below:

.....
.....

NOW, parties to this agreement have agreed for the following terms:

1. The land required for setting up of Wind Energy Power Plant shall be acquired by the Company.
 - a) If the required land is private land, Company has to acquire the same directly from landowners by any mode of transfer. If it is on lease, the minimum period of lease shall be 30 years.

- b) If the required land belongs to Government, the company shall approach concerned Department, i.e., Revenue/Forest or irrigation Department, as the case may be for obtaining the land on lease basis in favour of the company. As per the circular No RD 78 LPG 2009 dt 4.1.2011 of Revenue Department. Revenue Department will directly lease the land to the company. The period of lease shall be 30 years. At the end of 30 years the lease shall be extended for 5 years at a time subject to any conditions stipulated by Government.
 - c) In case, if the land belongs to Revenue /Irrigation/Industries Department mortgage sublease will be in accordance with the conditions given by the concerned Department.
 - d) In case, if the land belonging to Forest Department, Forest Department should issue facilitation letter as per the standard draft approved by MOEF, GOI, New Delhi vide letter No: F. No: 11-113/2008 FC dated 30.12.2008.
 - e) The period of project shall coincide with the renewal of leased land.
 - f) It is mandatory for the company to complete the project in all respects and commission the project with Grid Synchronization within a period of 6 years.
2. The company shall pay all statutory levies to ESCOMS/KPTCL/Electrical Inspectorate as the case may be to get the clearances.
 3. The metering will be done at the generating station as per Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 and amendments issued from time to time.
 4. The Company shall execute all works connected to the project in accordance with the approval obtained from the respective department.
 5. KREDL reserves its right to inspect power generating project to verify due compliance of designs and specifications and to ensure quality control.
 6. The Company shall notify Government on occurring of any amalgamations splitting up of Wind Power Projects allotted/Transferred. Following information from the company, the required modification/addendum /corrigendum shall be issued from the Government.
 7. In the course of executing the project work, if any damage is caused to private or public properties the Company shall make good of the loss.
 8. Incentives /Exemptions, as applicable from time to time, will be extended to the company as per the Government Orders in force from time to time.

9. All Charges applicable for sale of Energy to ISTS/3rd Party/captive usage through wheeling and banking shall be paid by the company as per the KERC norms.
10. If any dispute or difference of opinion arises between the parties, as to the execution, implementation and commencement of the project, the decision of the Government will prevail.
11. If any dispute, which is not resolved amicably shall be finally settled by binding under the Karnataka Arbitration Act-2012 (National, International). The arbitration tribunal shall consist of one or more arbitrators.
12. This agreement shall be subject to the guidelines issued by the Government of India and State Government of Karnataka from time to time.
13. The conditions mentioned in the Government order _____ to be followed by the company meticulously, any violation needs to automatically termination of this agreement.

IN WITNESS WHERE OF THE parties above named have executed this agreement in the presence of the witnesses attesting hereunder:

For M/s.....

Authorized Signatory

**Managing Director
KREDL**

WITNESSES:

(1)

WITNESSES:

(1)

(2)

(2)