

Letter of Award and Allotment Letter

Letter no.: KREDL/07/RFO/GC/290MWs-F298/2016/1954

Date: 30-5-2016

To,
M/s. Adani Green Energy Limited,
Adani House, Nr. Mithakhali Six Roads,
Navrangpura, Ahmedabad 380009

Dear Sir/ Madam,

Subject: Letter of Award and Allotment Letter for "Development of 290 MW (AC) Solar Power Projects in the State of Karnataka to be implemented in 17 Taluks" dated 12 February 2016 (as per the clause 3.4.6 of RfP)

Inviting reference to your Bid in response to our Request for Proposal (RfP) for the "Development of 290 MW (AC) Solar Power Projects in the State of Karnataka to be implemented in 17 Taluks" (hereinafter shall be referred as "the Project").

We are pleased to inform you that your tariff submitted for the below mentioned project has been accepted and you have been declared as one of the Selected Bidders for the Project.

The details of the project are as below:

Sr. No.	Location	Proposed Technology	Capacity (in MW)	Tariff (in INR/kWh)	
				In figures	In words
1	Taluk: Channapatanna District: Ramanagara	Solar Photovoltaic	20 MW	4.79	Rupees Four Paise Seventy Nine Only

Please note that the acceptance of your Bid is subject to the following terms and conditions:

- In terms of the clause 2.1.16 of the RfP, you are required to set up a Special Purpose Vehicle (SPV)¹ duly incorporated under the Companies Act 1956/ 2013. The constitution of such company should comply with the conditions of the shareholder commitments mentioned in the RfP.

¹ Where the Bidder is a Single Business Entity, it may at its option, form an appropriate Special Purpose Vehicle under the Companies Act, 1956/ 2013 (the "SPV") to execute the PPA and implement the Project. In case foreign company bids as a Single Business Entity, it shall, prior to execution of the PPA, incorporate an appropriate "SPV" in India only to execute the PPA and implement the Project. In case the Bidder is a Consortium, it shall, prior to execution of the PPA, incorporate as per the terms of the RfP, an appropriate "SPV" in India only to execute the PPA and implement the Project.

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- b) Facilitation Fee by the way of demand draft, for a total value of INR 2000000 (Rupees Twenty Lakh Only), calculated as INR 1,00,000/- (Rupees One Lakh Only) per MW plus service tax at prevailing rate on the total value of Facilitation Fee in the form and manner as per the provisions of clause 15 (Fees & Charges) of the Solar Policy 2014-2021 vide notification no. EN 21 VSC 2014, in favour of the Managing Director, KREDL.
- c) You are required to execute the Power Purchase Agreement (PPA) with Hubli Electricity Supply Company Limited (HESCOM) within 30 days (Thirty Days) from the date of this Letter of Award, as per clause 3.4.7 of the RfP.
- d) In terms of the RfP and PPA, you are requested to furnish the following documents before the signing of Power Purchase Agreement (PPA) as a pre-requisite to sign the PPA to concerned ESCOMS.
- i) A copy of the Certificate of incorporation of the SPV
 - ii) Details of the promoters and their shareholding in the SPV, duly certified by the Company Secretary in original.
 - iii) Performance Security, by the way of irrevocable Bank Guarantees for a total value of INR 20000000 (Rupees Two Crore Only) calculated as INR 10,00,000/- (Rupees Ten Lakh Only) per MW in the form and manner as per the provisions of Clause 3.9 of the RfP, in favour of the Managing Director, HESCOM and shall be valid for a period of Twelve (12) months from Scheduled Commissioning Date.
 - iv) The total value of the Performance Bank Guarantee (PBG) shall be split into three (3) Performance Bank Guarantees as detailed hereunder:
- | PBG I – 20% of the total value | PBG II – 40% of the total value | PBG III – 40% of the total value |
|--------------------------------|---------------------------------|----------------------------------|
| 4000000 | 8000000 | 8000000 |
| Rupees Fourty Lakh Only | Rupees Eighty Lakh Only | Rupees Eighty Lakh Only |
- v) No deviation certificate on the letter head of the Bidding Entity stating that the selected Bidder shall not be entitled to seek any deviation in the PPA, as per clause 3.4.7 of the RfP.
 - vi) Information on the technology proposed to be used in case of advanced technology, as applicable.

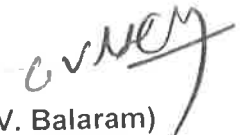
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vi) Information on commitment on the energy generation in Million kWh (MWh) for the Project and the maximum CUF as per the clause 5.6 of the draft PPA.

Kindly note, that this communication by itself does not create any right or contractual relationship with Karnataka Renewable Energy Development Limited (KREDL) or Hubli Electricity Supply Company Limited, (HESCOM), any such right or relationship shall come into effect only on your fulfilling the above conditions and execution of the Power Purchase Agreement.

You are requested to acknowledge this LoA within seven (7) Days of receipt of this LoA and also requested to indicate a suitable date for execution of the Power Purchase Agreement.

Yours faithfully,


(G. V. Balaram)
Managing Director

Copy to: _____

The Managing Director, Hubli Electricity Supply Company Limited for information and with a request to ensure payment of facilitation fee by the developer to KREDL before execution of the PPA.

The PS to Additional Chief Secretary to Government (Energy), Government of Karnataka, with a request to place it before the Additional Chief Secretary to Government (Energy), Government of Karnataka for kind perusal.