

ಹುಬ್ಬಳ್ಳಿ ವಿದ್ಯುತ್ ಸರಬರಾಜು ಕಂಪನಿ ನಿಯಮಿತ  
(ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಧ್ಯಾತ್ಮಕ ಒಳವಲಯ)  
ನಿಗಮ ಕಚೇರಿ, ಮೂನಾ ಬೆಂಗಳೂರು ರಸ್ತೆ, ನವನಗರ,  
ಹುಬ್ಬಳ್ಳಿ

Mobile No: 94483 70226 / 94490 81957  
website : http://hesc.com.in



**HUBBLI ELECTRICITY SUPPLY  
COMPANY LIMITED**  
(Wholly owned Government of Karnataka undertaking)  
Corporate Office, P B Road, Navanagar,  
HUBBALLI  
e-mail 1 gm@hesc.com@gmail.com,  
e-mail 2 cept@hesc.com@gmail.com

CIN: U31401KA2002SGC030437

No: HESCOM/GM(T)/PTC/1096/19-20/

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Date: 22 MAY 2019

**OFFICIAL MEMORANDUM**

**Sub:** Allotment of wheeled energy generated by M/s. Belgaum Renewable Energy Pvt. Ltd, 25MW Solar PP located at Albala Village, Jamakhandi Taluka, Bagalkot district for May-2019.

**Ref:** The Firm's 'C' Form No: BREPL/KPTCL/2018-19/14 dated: 15.05.2019.

As per the consent vide letter under reference, approval is hereby accorded to wheel the energy to the following installation to the extent noted against it for the month of May-2019.

Sl. No.	Name of I.P.P.	Energy requested for	Division / Sub-Division	Volt Class	RR No.	Time Slot	Units allotted for the month
1	M/s. Belgaum Renewable Energy Private limited., (BREPL) (Non-Captive)	The Principal JNMC Nehru Nagar Belgavi	CSD-3, Belgavi	11kV	HTS-106	6AM to 10AM	30,000
						10AM to 6PM	30,000
						6PM to 10PM	30,000
						10PM to 6AM	10,000
2	The Principal JNMC Neharunagar KLES Hospital Belgavi	CSD-3, Belgavi	11kV	HTS-46	6AM to 10AM	80,000	
					10AM to 6PM	2,50,000	
					6PM to 10PM	80,000	
					10PM to 6AM	2,00,000	
TOTAL							7,10,000

**This allotment of wheeling energy is subject to the following conditions:**

1. Rebate on wheeling units is not applicable as per tariff order.
2. This quota of energy does not require billing as it is allotted from the energy banked by IPPs from their power plants. This quota of energy does not attract fuel escalation charges also.
3. This is however subject to verification of post audit/ IIT audit.
4. This wheeled energy allotted does not attract any additional 2 MMD charges.
5. This quota of energy wheeled to those Industrial consumers for whom KPTCL / HESCOM Ltd., has permitted to pay arrears in installments or at a later date and paid in time. But this should be wheeled to industries having arrears due to pending Court Cases. Appeals etc., and those installations having arrears for which KPTCL / HESCOM has not performed installments facility.
6. The consumer is not eligible for having wheeled energy if he avails energy / power under any of the special Incentive Schemes extended by KPTCL / HESCOM.
7. GoK Vide Order No: KSALD 17 Legislative 2018, Bangalore dated: 19.07.2018 has amendment the Electricity tax structure to 9%. Electricity tax even for wheeled energy shall be demanded and recovered in respect of Non-Captive Consumers. Captive consumption units are exempted from Electricity Tax. However, as per GoK vide notification -I No: EN 27 EBS 2018 B'luru, dated 19.07.2018, specified that to levy 20 Paise per unit towards electricity charges on captive consumption (Wheeled Energy), to be collected by concerned O & M Sub-Division.

General Manager (Tech),  
HESCOM, Hubballi.

**Copy for information to;**

1. The Chief Electrical Inspector, Govt. of Karnataka, Bauagalore, No 32/1-2 Crescent Towers, 2nd Floor, Crescent Road, Bangalore-560001.
2. The Principal JNMC nehru Nagar Belgavi
3. The Principal JNMC Neharunagar KLES Hospital Belgavi
4. M/s. Belgaum Renewable Energy Private limited D-43 Janpath ShyAM Nagar Jaipur Rajasthan - 302019.

**Copy for information and needful to :**

1. The Chief Engineer (Ele) State Load Dispatch Centre, KPTCL A.R. Circle Bangalore.
2. The Controller of Accountant, (IA) Corporate office, HESCOM, Hubli.
3. The Deputy General Manager (Tech), KPTCL Kaveri Bhavan, Bangalore 09.
4. The Executive Engineer (Ele), O & M Division, HESCOM, Belgaum.
5. The Asst. Executive Engineer (Ele), O & M Rural Sub-division-3, HESCOM, Belgaum.
6. The Accounts Officer (IA), O & M Urban Division, HESCOM, Belgaum.



## Belgaum Green Environmental Management Pvt Ltd.

Head Office : B - 304, Utsav, Seenappa Layout, New BEL Road, Devasandra, Bengaluru -560094  
Mobile : +91 9731330553, E-Mail : belgaumgreen@gmail.com.

Plant : Sy-No 29/2, Near High School, Haroogoppa To Murgoud Road, Haroogoppa Village, Savadatti Taluk, Belgaum Dist.  
Mobile : +91 9901598095, +91 9980072165, +91 9035158414

green - path to development



### Memorandum of Understanding

This Memorandum of Understanding is made on this 01<sup>st</sup> January-2019

BETWEEN

M/s. Belgaum Green Environmental Management Pvt Ltd is having its Plant office at Plant Sy-No.29, Haroogoppa to Murgoud Road, Haroogoppa Village, SavadattiTq, Belgaum District - Pin Code-591102 Hereafter refer as **CONTRACTOR (CBMWTF)**

AND

M/s. KLE'S Belgaum Cancer Hospital, Near Buda Office, Ashok Nagar, Belgaum, Belgaum-(Tq) & (Dist), here in after referas **KLE'S Belgaum Cancer Hospital**.

- CONTRACTOR (CBMWTF) has consent and Authorization with Pollution Control Board having a common treatment facility for managing Bio-Medical waste in Belgaum District Plant Sy-No.29, Haroogoppa to Murgoud Road, Haroogoppa Village, SavadattiTq, Belgaum District - Pin Code-591102 The facility is having state of Autoclave system along with shredder and Incinerator.
- KLE'S Belgaum Cancer Hospital gives its bio-medical waste properly packed in color coded bags (in case of amputated parts the KLE'S Belgaum Cancer Hospital should give one letter duly signed by authorized person mentioning the patient's name, age & reason for amputation) as per pollution control board regulations for treatment and final disposal to Plant Sy-No.29, Haroogoppa to Murgoud Road, Haroogoppa Village, SavadattiTq, Belgaum District - Pin Code-591102 The waste should be given at one single point by the KLE'S Belgaum Cancer Hospital at given time of CONTRACTOR (CBMWTF).
- KLE'S Belgaum Cancer Hospital has 125 beds. The exact number of beds will be taken from the declaration given by the state authorities

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Belgaum Green Environmental  
Management Pvt, Ltd.,

Authorized Signatory



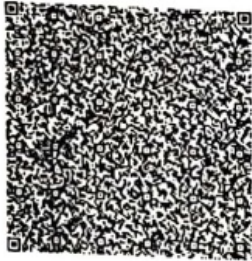
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# INDIA NON JUDICIAL Government of Karnataka

## e-Stamp

Certificate No.	: IN-KA38352639267197P
Certificate Issued Date	: 27-Nov-2017 03:27 PM
Account Reference	: NONACC (FI)/ kaksfcl08/ BELGAUM3/ KA-BL
Unique Doc. Reference	: SUBIN-KAKAKSFCL0828180775416274P
Purchased by	: 8M POWER PVT LTD
Description of Document	: Article 12 Bond
Description	: NOVATION AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: JAWAHARLAL NEHRU MEDICAL COLLEGE BELAGAVI
Second Party	: 8M POWER PVT LTD
Stamp Duty Paid By	: 8M POWER PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

**USER SUPERVISOR**  
*(Signature)*  
 Shri Beereshwar Co-op Credit  
 Society Ltd., Examba (Multi - State)  
 BRANCH BELAGAVI.



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### 3 CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate for execution of the respective obligations of the Parties under this Agreement.

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*(Signature)*  
**Registrar**  
 K.L.E UNIVERSITY

Statutory Notice  
 1. The e-Stamp Certificate could be verified at [www.india-stamp.com](http://www.india-stamp.com). Any discrepancy in the details on the Certificate and on  
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#### 4 AMENDMENTS

The PPA shall be supplemented and amended as under:

a) The Recital A of the Agreement shall be amended as follows:

"The Company is developing a solar (photovoltaic) power generation facility at Kolar/Bagalkot District in the State of Karnataka (the "Project Site") having a capacity of up to 40MW ("Project"); and"

b) The Recital B of the Agreement shall be amended as follows:

"The Purchaser is eligible to purchase power from the Company under the Open Access Regulations and agreed to purchase from the Company and the Company has agreed to supply to the Purchaser 0.75 MW of power generated from the Project for a period of 15 years from the Commercial Operation Date of the Project on the terms and conditions contained in this Agreement"

c) The definitions of the following terms in Section 1.1 shall be substituted and replaced by the following definitions:

"**Contracted Capacity**" means 0.75 MW of aggregate net capacity from the Project to be sold by the Company to the Purchaser under this Agreement."

"**Due Date**" means the date which is 7 days from the Invoice Date."

"**Scheduled COD**" means 31<sup>st</sup> March 2018."

d) The Section 4.2 (a) of the PPA shall be amended as follows:

"Subject to Section 4.2 (b) below, the Parties agree and undertake that neither of them shall terminate this Agreement before the completion of a period of 10 years commencing from the Commercial Operation Date (the "**Lock-in Period**")."

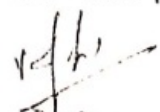
e) The Section 5.3 of the PPA shall be amended as follows:

"Subject to Section 5.4 below, the Purchaser shall purchase at least **15,40,000 (Fifteen Lakh and Forty Thousand)** units of the Delivered Energy in aggregate per Tariff Year starting from the Commercial Operation Date from the Company at the Drawl Point (the "**Minimum Guaranteed Offtake**") and pay the Tariff towards the same in terms of this Agreement. If, for any reason whatsoever (including any reduction in demand or requirement of the Buyer for energy or such Delivered Energy) the Purchaser does not draw the Minimum Guaranteed Offtake, the Purchaser shall still be liable for the Minimum Guaranteed Offtake and payment shall be made in accordance with this Agreement. For avoidance of doubt, the Purchaser will pay for Minimum Guaranteed Offtake all the time during tenure of Agreement."

f) The Section 5.4 of the PPA shall be amended as follows:

"In the event, the Purchaser requests the Company to generate more Solar Power Energy and the Company, at its discretion and subject to availability, delivers additional energy over and above the Minimum Guaranteed Offtake, the Purchaser shall pay for the actual Delivered Energy."

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g) The Section 5.6 of the PPA shall be amended as follows:

"Subject to Section 7.5, the Company shall ensure supply of a minimum of 85% of the contacted energy in aggregate per Tariff Year (and in the case of the first Tariff Year a proportionate amount corresponding to the number of months in first Tariff Year) (the "Annual Guaranteed Units") from the Project at the Interconnection Point. The Annual Guaranteed Units shall be subject to a reduction at 1% of Annual Guaranteed Units per Tariff Year that shall result due to degradation of solar modules."

h) The Section 8.1 (b) of the PPA shall be amended as follows:

"The Company shall deliver the Solar Power Energy at the Interconnection Point in accordance with the Applicable Law."

i) Section 9.2 (a) of the PPA shall be amended as follows:

"As a condition precedent to effectiveness of this Agreement, within 15 days of the signing of this Agreement, the Purchaser through a scheduled commercial bank in India acceptable to the Company, shall open an irrevocable revolving a Bank Guarantee (the "**Bank Guarantee**") in the form set out in Schedule 1. The Bank Guarantee is referred to as the "**Payment Security**". The Bank Guarantee shall be maintained at all times during the entire Term and in case of any drawl under the Bank Guarantee, the same shall be restored to the original amount applicable for the relevant Tariff Year. The Purchaser shall cause the Bank Guarantee to be adjusted yearly such that the amount of the Bank Guarantee at all times is equivalent to the invoice amount for 6 months based on the Tariff for the relevant Tariff Year and the Minimum Guaranteed Offtake. Such Bank Guarantee shall be assignable to the Financing Parties."

j) Section 9.3 (a) of the PPA shall be amended as follows:

"The Company shall raise invoices on the Purchaser (the "**Invoice**") based on the units recorded in the generation report (the "**Generation Report**") issued by the Transmission Licensee/ Distribution Licensee i.e. EBC as the Solar Power Energy generated by the Company and deducted from this the applicable wheeling/transmission losses, and the Banked Energy (excluding banking charges) or such other appropriate mechanism then available under Applicable Law. In the event there is a difference in the amounts stated in the Invoice raised by the Company on the basis of the Generation Report and the monthly bill received from the Distribution Licensee (when it is available), then the Company shall rely on the document which states the higher amount of the Delivered Energy. The Company shall adjust the difference in the subsequent invoice."

k) Section 17.4 (ii) of the PPA shall be amended as follows:

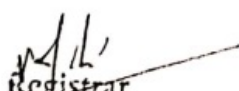
"termination after expiry of 7 years from COD but prior to end of 12 years after the COD, Amount equivalent to 12 months' revenue based on the average of past 24 months' Invoice amounts and if such Invoices are not available, then based on the Annual Guaranteed Units; or

## 5 LIMITS OF EFFECT

The PPA and all prior amendments thereto are suitably novated to the extent specifically provided herein.

## 6 NOVATION

With effect from the Effective Date, the Original Party shall stand substituted with the New Party under the PPA, subject to the following provisions:

  
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- (a) The New Party shall, with effect from the Effective Date, be entitled to hold and will continue to hold all the rights available to, and be responsible for performing all duties and obligations of the Original Party under the PPA as if it were the original party to the PPA, instead of the Original Party.
- (b) The Original Party shall, from the Effective Date, not be liable for performance of any duties and obligations, nor have any rights under the PPA, except for any rights that survive specifically thereunder, without prejudice to the novation under this Agreement.
- (c) Power Purchaser consents to such novation and:
- i. consents to the transfer by the Original Party to the New Party of all its rights, title, benefit, obligations and interest in the PPA, including all monies payable to by the Power Purchaser to the Original Party, on and from the Effective Date;
  - ii. acknowledges that the New Party is entitled to and the exclusive Party to hold all the rights available to the Original Party under the PPA;
  - iii. Commits that it shall continue to fulfill its obligations, whether towards the New Party or others, under the PPA in the same manner as it would have if PPA had not been novated including paying any and all undisputed monies that are due and payable to the Original Party under the PPA directly to the account bank indicated by the New Party or New Party's nominee.

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## 7 SUPERSESSION

In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Agreement and any of the provisions of the PPA, the provisions of this Agreement shall, in all respects, supersede, govern, and control the relationships, duties and obligations of the Parties to the extent of such conflict, inconsistency, variance, or contradiction.

## 8 REPRESENTATIONS AND WARRANTIES

### 7.1 Each Party represents and warrants to the other that:

- (a) Organization, Power and Authority: it is a company incorporated under the laws of India, is duly organized and validly existing under such laws and is qualified to do business in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary, and has all the requisite legal power and authority to execute this Agreement and perform the terms, conditions and provisions hereof.
- (b) Authorization: this Agreement has been duly authorized, executed and delivered by it.
- (c) Enforceability: this Agreement constitutes the legal, valid and binding obligations of the Party enforceable against such a Party in accordance with its respective terms except as enforceability may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting creditors rights generally and except as enforceability may be limited by general principles of equity.
- (d) No Conflicts: The execution and delivery by it of this Agreement and performance of its obligations hereunder will not (i) violate the provisions of the Party's charter; (ii) violate the provisions of any applicable law; (iii) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument, to which the Consenting Party is a party or by which it or its assets or property are bound, or (iv) result in the creation of any lien, security interest, charge, or encumbrance upon the assets of the Party.

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7.2 The Original Party and the Power Purchaser jointly and severally represent and warrant to the New Party that there are no pending or existing claims or claims that may be brought by or against either the Original Party or the Power Purchaser, with respect to any non-compliance or breach of their respective obligations under the terms of the PPA.

7.3 The Original Party represents and warrants that no further consent or permissions are required under the PPA or the Applicable Law.

7.4 From the Effective Date, the Original Party shall be relieved of all its obligations and duties under the PPA, unless specifically agreed otherwise or provided for under this Agreement and subject to the provisions of Performance Undertaking executed between Parties on October 6, 2016.

## 9 INFORMATION

Original Party and Power Purchaser shall furnish to the New Party, copies of all notices and documents delivered or received pursuant to the PPA that were exchanged between Original Party and Power Purchaser.

## 10 MISCELLANEOUS

- (a) Notices: Any notices, requests, demands or other communication required or permitted to be given under this Agreement shall be written in English and shall be delivered in person, or sent by courier or by certified or registered mail, postage prepaid or transmitted by facsimile, and electronic mail and properly addressed as follows:

If to the Original Party, to:

Kind Attn.: Mr Anuj Gupta

Designation: Director

Address: K 317/ 318, Giriraj Bhawan,  
Lado Sarai, MB Road, New Delhi, 110030

Tel. No.: +91-8527098186


E-mail id: anuj@8minutes.com

If to New Party, to:

Attention: Mr Rahul Mishra –

Address: D-43, Shyam Nagar, Sodala, Jaipur -302019, Rajasthan,  
India

Email: rahul.mishra@raysfutureenergy.com

  
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If to Power Purchaser, to:

Kind Attn.: Sri V. M. Nishandar

Designation: Chief Engineer

Address: NH 4A, Belagavi, Nehru Nagar, Belagavi, India-590010

Tel. No.: +91 9845355684

E-mail id: [engqinmc@gmail.com](mailto:engqinmc@gmail.com)

or at such other address as the Party to whom such notices, requests, demands or other communication is to be given shall have last notified the Party giving the same in the manner provided in this Clause 9, but no such change of address shall be deemed to have been given until it is actually received by the Party sought to be charged with the knowledge of its contents. Any notice, request, demand or other communication delivered to the Party to whom it is addressed as provided in this Clause 9 shall be deemed (unless there is evidence that it has been received earlier) to have been given and received, if:

- (i) sent by electronic mail, on the day when delivered by electronic mail to the proper electronic mail address;
- (ii) sent by mail, except air mail, 5 (five) days after posting it;
- (iii) sent by air mail/courier, 3 (three) days after posting it; and
- (iv) sent by facsimile, when confirmation of its transmission has been recorded by the sender's facsimile machine.

(b) Amendments: No waiver, amendment, modification or termination of any provision of this Agreement shall be effective without the written concurrence of all the Parties to this Agreement. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given in writing.

(c) Assignment and Novation: No Party may assign any of its rights or delegate any of its respective obligations hereunder without prior written consent of the other Parties except as contemplated under the PPA.

(d) No Waiver, Remedies Cumulative: No delay on the part of the New Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof of the exercise of any other right, power or privilege hereunder or there under. No waiver shall be enforceable unless made in writing.

(e) Counterparts: This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

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- (f) Severability: in case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. To the extent permitted by law, the Parties agree in good faith to replace any such illegal, void or unenforceable provision by a lawful provision having an economic effect as close as possible to the original provision.
- (g) Termination: This Agreement shall continue to be in effect until the completion of the Term (as set out in the PPA).

## 11 COSTS AND EXPENSES

The Parties will each pay their own costs and expenses (including legal fees) incurred in connection with this Agreement and as a result of the negotiation, preparation and execution of this Agreement.

## 12 GOVERNING LAW

- (a) This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the laws of India.
- (b) Courts of New Delhi shall have the exclusive jurisdiction in relation to this Agreement

## 13 ARBITRATION

In case of any dispute, the Parties shall endeavor to co-operate to resolve the dispute by mutual consultation and agreement. If the Parties fail to amicably settle the dispute within 90 (Ninety) days of such dispute arising, then it shall be referred to the arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modifications made thereof from time to time, by a sole Arbitrator, appointed by mutual agreement of the Parties, who shall be a neutral and suitably qualified. If the Parties fail to agree upon the sole arbitrator then such sole arbitrator shall be appointed in accordance with section 11 of the Arbitration and Conciliation Act, 1996. The award rendered by the arbitrator or arbitrators shall be final, conclusive and binding on Parties to this Agreement and shall be subject to enforcement in any court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties, unless the award otherwise provides.

The venue for the arbitration shall be New Delhi, India and the language used shall be English.

The existence of arbitration proceedings shall not constitute a reason for the suspension of the Agreement. Notwithstanding unresolved disputes, the Parties shall continue to perform their respective obligations under this Agreement or otherwise adopt provisional measures to ensure uninterrupted delivery of the Energy Output from the Solar Energy Facility under this Agreement.

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