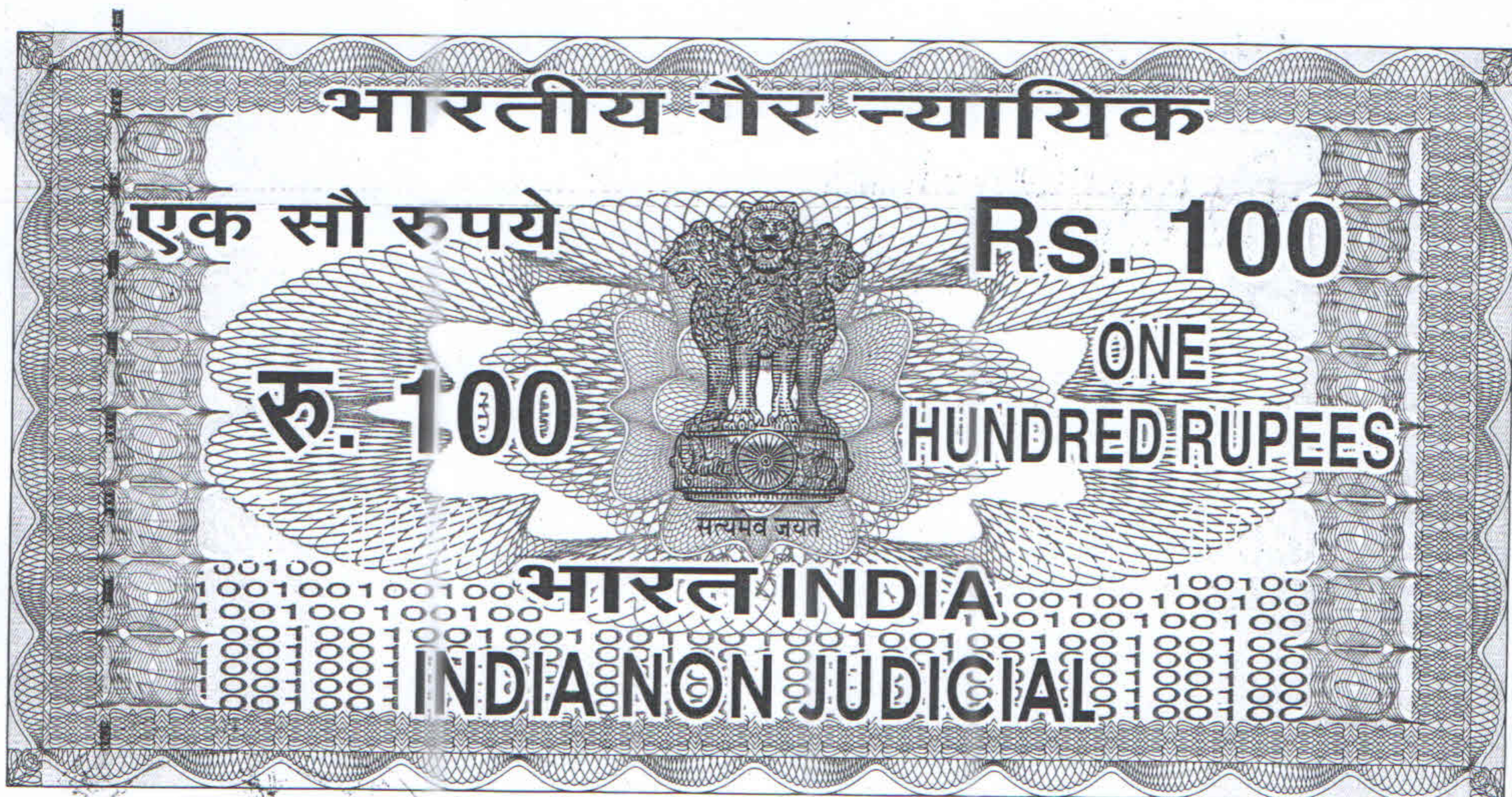




राजस्थान RAJASTHAN

MEMORANDUM OF UNDERSTANDING

Z 705385

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as this "MOU") is dated as of February 2015 and is made between:

Government of Rajasthan (hereinafter referred to as "GoR") through Rajasthan Renewable Energy Corporation Limited (hereinafter referred to as this "RRECL"), with its principal office at E-166, Yudhisthir Marg, C-Scheme, Jaipur, Rajasthan and

Reliance Power Limited (hereinafter referred to as "RPOWER") with its registered office at 1st Floor, Dhirubhai Ambani Knowledge City H Block, Thane Belapur Road, Koparkhairane Navi Mumbai 400710, India

GoR and RPOWER are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WITNESSETH

WHEREAS: RPOWER, a part of Reliance Group, is India's leading private sector power generation company. The company has the largest portfolio of power projects in the private sector based on coal, gas, hydro and renewable energy, with an operating portfolio of about 5900 MW including renewable energy assets of 185 MW. RPOWER also has the largest captive coal reserves in the private sector. In addition to its foray into thermal power projects, RPOWER is exploring the development of renewable energy power sources in India (through itself or its subsidiaries/affiliates).

GAM

Managing Director
Rajasthan Renewable Energy Corporation Ltd.
JAIPUR-302 001



RPOWER has identified Rajasthan as potential State to develop Solar Power Projects and has operating solar power projects of 140 MW in the State of Rajasthan comprising 100 MW (Contracted Capacity) of Solar CSP Project and 40 MW Solar PV Project. Pursuant to the GoR drive for encouraging development of solar power projects in the State of Rajasthan including by way of incentives and promotional schemes with a view to make the State as hub of Solar Power Generation in the country, RPOWER has (a) expressed its interest in working with the GoR to set-up Joint Venture with GoR for developing Solar Parks of 6,000 MW capacity in phased manner and / or (b) Independent Solar Power Projects, in the State of Rajasthan in the light of the high Solar Radiation available in the State and RPOWER's own capabilities and expertise in delivering to Rajasthan a clean and affordable energy.

WHEREAS, GoR desires to promote renewable energy, particularly solar energy, with a view to reduce the adverse impact of fossil fuels on the environment, augment the available production, resources and supply of electricity in the State of Rajasthan to develop Rajasthan as the global hub for solar energy.

AND WHEREAS, the GoR is desirous of facilitating private investments in power generation projects in the State of Rajasthan and providing assistance for the development of such projects;

AND WHEREAS, the GoR agrees to provide assistance and cooperation to RPOWER for the successful implementation of the development of Solar Parks in the State of Rajasthan.

NOW, THEREFORE, in consideration of the foregoing premises, the following summarizes the proposed principal matters that the Parties agree to explore.

Article 1: Development of Solar parks and / or Solar Power Projects

1.1 RPOWER Proposal for Development of Solar Parks:

1.1.1 RPOWER (including its subsidiaries and affiliates / associates) proposes to develop Solar Parks of 6,000 MW capacity of solar power projects by 2024-25 in the State of Rajasthan under the Implementation Scheme published by MNRE for "Development of Solar Parks and Ultra Mega Solar Power Projects in the Country commencing from 2014-15 and onwards.

1.1.2 These Solar Parks will have minimum of the following sub-components.

- **Technical evaluation** of the proposed land offered by the Government of Rajasthan and Detailed project report for submission to SECI.

- **Civil Works**
 - Development of civil works required in the solar park like site leveling (grading of undulations); site cleaning and plantation; contour mapping
 - Development of common and internal roadways.
 - Development of storm water and catchment / sun-catchment area
 - Flood mitigation measures like flood discharge, internal drainages etc.
 - Development of rain water storage facility with re-charge points as required.
 - Landscaping, greenery, parking, Warehouse, etc
- **Power evacuation and availability**
 - Availability of reliable power for plant operations and common infrastructure.
 - Transmission facility consisting for pooling substation (with 400/220, 220/132 kV switchyard and respective transformers) to allow connection of individual projects with pooling station through network of underground cables or overhead lines.
- **Common Infrastructure**
 - Develop common park infrastructure like SCADA and Weather stations; Fire control systems; telecom and internet infrastructure; common office building and facility;
- **Plant Security**
 - Availability of plant security (24X 7)
 - Clear and well protected park with compound wall and fencing
 - CCTV cameras for plant and office area security
- **Maintenance**
 - Availability of trained man power 24X7 – for park maintenance
- **Community support**
 - Support rural development activities
 - Provide education and training opportunities that are accessible and relevant to solar park development and maintenance.

1.1.3 RPOWER has forged a successful reputation as a project development and management company by providing highly-skilled expert assistance and delivering cost effective, yet inclusive services in the areas of infrastructure development and especially in power projects.

1.1.4 RPOWER & its subsidiaries has the necessary resources, capacity and experience to deliver all of the required services in the development of such solar parks and desirous to form Joint Venture with Government of Rajasthan for successful development of Solar Parks.

1.1.5 RPOWER expresses its sincere intentions to develop Solar Power projects of 50% of total capacity of Solar Park preferably by own itself as a part of Solar Park. This ratio is amendable on mutual consent.

1.1.6 RPOWER will also endeavor to set up transmission evacuation system as licensee on cost plus basis as per CERC/RERC Regulations/guidelines.

1.2 RPOWER Proposal for Development of Solar Projects

1.2.1 Out of the capacity mentioned in para 1.1.1 above, RPOWER may also develop some or part of them (capacity of 250 MW or more) as Independent Solar Power Projects either within or outside the Solar Park proposed as above.

1.3 Government of Rajasthan Support:

1.3.1 The GoR shall support RPOWER in such manner as is in compliance with applicable law and consistent with public policy in the implementation of the Proposal, including the initial development

1.3.2 The GoR shall facilitate the identification and allotment of government / revenue land ("Government Land") suitable for the development of Solar projects by RPOWER or such of its subsidiaries that is implementing the respective projects in accordance with the provisions of Rajasthan Land Revenue (Allotment of Land for setting up of Power Plant based on Renewable Energy Sources) Rules 2007 as amended from time to time.

1.3.3 The GoR shall facilitate creation of evacuation network for the projects.

1.3.4 The GoR shall mandate the nodal agency, RREC to facilitate allotment of land and all other requisite permits and approvals from the GoR for the commissioning of Solar Projects.

1.3.5 The GoR shall grant benefits/concessions, as available under Rajasthan Investment Promotion Scheme, 2014, Rajasthan Solar Energy Policy, 2014 and Policy for Implementation of scheme for "Development of Solar Parks & Ultra Mega Solar Power Projects in the Country" notified by Ministry of New and Renewable Energy (MNRE).

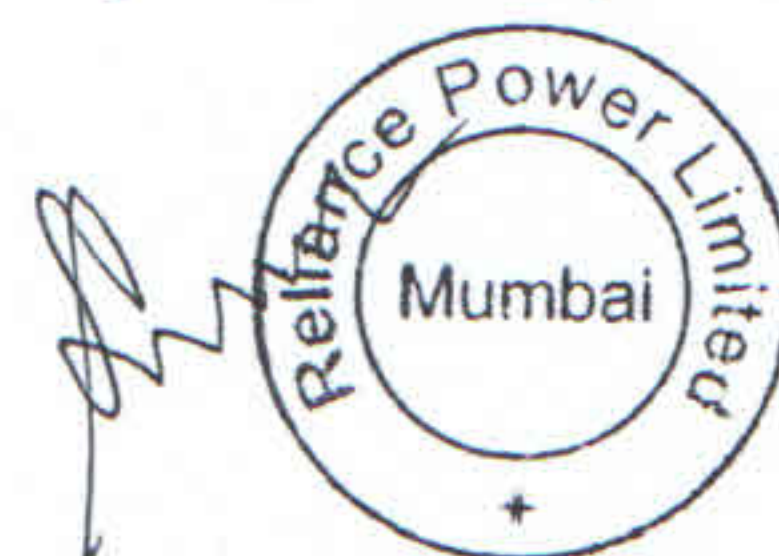
Article 2 – Ethical Business Practices

Each Party shall comply with all laws with regard to anti-bribery and prevention of corruption laws applicable to both parties.

Article 3 – Non-Binding Provisions

The provision of this MOU are not binding on the Parties and are intended only to facilitate the preparation, negotiation and execution of definitive agreements by the Parties.

Managing Director
Rajasthan Renewable Energy Corporation Ltd.
JAIPUR-302 001



Article 4 – Term and Termination

This MOU shall become effective upon execution hereof by the Parties, and shall remain valid for a period of 10 years from the date thereof, unless terminated earlier by written notice given by either Party to the other.

Article 5 – Further Documentation

The Parties hereto agree and undertake to execute, if required, such further and other documents as may be necessary for the purpose of effectually carrying out the Purpose and intendments of this MOU including Definitive Long Form Agreement (DLFA).

Article 6 – Warranties and Representations

Each party warrants and represents to the other party that it is fully competent and authorized to enter into, execute and deliver this MoU. Further, the representations made by respective parties are correct and truthful.

Article 7 – Eligibility

RPOWER represents that it fulfills the eligibility criteria prescribed by the Government of Rajasthan for entering into Joint Venture Agreement for development of Solar Parks of the capacities mentioned in this agreement.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives as of the day and year first above written

Gaur

(B. K. Dosi), IAS
Managing Director

Managing Director, Renewable Energy Corporation Ltd.

For Rajasthan Renewable Energy Corporation Limited

(On behalf of The GOR)



(Suresh Nagarajan)

Sr. Executive Vice President,

For Reliance Power Limited

Witness 1

Suresh

(Suresh Vashistha)
PM (GIPP-II), RREC
Jaipur

Witness 2

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ABAP AMAD
GROUP COYORALC PERMIA
RELANCE GROUP