THIS MEMORANDUM OF UNDERSTANDING (this “MOU”) is entered into on 5th November, 2015 by and between:

Rajasthan Renewable Energy Corporation Limited signing this MOU on behalf of Government of Rajasthan, with its principle office at E-166, Yudhisthir Marg, C-Scheme, Jaipur (“RREC”); AND

Suzlon Energy Limited, a company duly incorporated under the Companies Act 1956, having its registered office at 5 Shrimali Society, Near Shri Krishna Complex, Navrangpura, Ahmedabad – 380009, Gujarat, India and its Corporate Office at “One Earth” Building, Hadapsar, Pune-411028, Maharashtra, India represented by its authorised signatory Mr. [Rohit Modi], (hereinafter referred to as the “Suzlon”, which term shall mean and include its executors, administrators, subsidiaries, successors in interest, group companies, associates, affiliates, nominees and permitted assigns),

Government of Rajasthan and Suzlon hereinafter referred to collectively as the “Parties” and individually as a “Party”. 
NOW, THEREFORE, in consideration of the foregoing premises, the following summarizes the proposed principal matters that the Parties agree to explore.

Article 1: Purpose of MOU

I. This MOU envisages development of Solar Wind Hybrid Power Projects (SWHPP) of 1500 MW in Rajasthan, in two phases, namely Phase – I and Phase - II. On successful development of Phase-I, SUZLON shall take-up development of the next phase of SWHPP.

II. To attract, cause and facilitate investments of about Rs 12,000 Crores in the State of Rajasthan, for implementing 1500 MW of SWHPP, including investments in new technologies of solar-wind hybrid and storage facilities to address the requirement of variable RE generation in the State.

III. To develop and implement Phase-I of the SWHPP of capacity of 500 MW, by December 31, 2017; and remaining capacity of the SWHPP to be completed within 5 years from the date of this MOU.

IV. To facilitate and provide necessary support for off-take arrangement(s) in accordance with the applicable policy and regulatory framework. However, it is clarified that there is no obligation on GOR to purchase the power produced by SWHPP.

V. To ensure that the solar generation capacity in respect of a SWHPP project shall not be less than 50% of the planned capacity of SWHPP in each phase. It is intended that the SWHPP will generate and supply electricity based on solar and wind energy to various distribution companies and utilities, nodal entities of the Central Government, viz. the Renewable Energy Corporation of India (formerly Solar Energy Corporation of India), NTPC Vidyut Vyapar Nigam Ltd, Power Trading Corporation and various other third party off-takers and power consumers/ distributors, traders, within and outside the State of Rajasthan.

Article 2: ROLE OF THE PARTIES

The Parties shall work together to accomplish the purpose of this MOU. The role of each party for the various development tasks shall be as follows:

2.1 SUZLON’s Role:

I. To develop Solar Wind Hybrid Power Projects (SWHPP) of 1500 MW in two phases, namely Phase – I and Phase - II. On successful development
WHEREAS:

A. The **Government of India** as part of its goal to achieve green energy commitment has emphasized on increasing the development of renewable energy projects and enhancement of the capacities of power production through renewable sources. This has also led to various states with high resources and possibilities of renewable energy power production, such as the State of Rajasthan, to promote the establishment of new and renewable energy projects.

B. The **State Government of Rajasthan** (GOR) desires to promote renewable energy, particularly, solar and wind energy, with a view to reduce adverse impact of fossil fuels on the environment, augment the available production, resources and supply of electricity in the State of Rajasthan, and to develop Rajasthan as the global hub for renewable energy.

C. **Suzlon** Group which is the largest renewable energy player in India, and one of the world leaders in the renewable energy business, along with its associates is in the business of manufacturing wind turbine generators and developing solar and wind power projects on turnkey basis starting from resource assessment, land identification and procurement, power evacuation planning and development, site development, design and engineering, manufacturing, project execution, financing and operation and maintenance for the project life cycle.

D. Suzlon Group has built and consolidated its presence in 19 countries and installed over 14,600 MW of renewable energy projects globally, with more than 1500 MW in the State of Rajasthan. It has about 14 manufacturing facilities spread across India and America.

E. **Suzlon** has expressed its interest in working with the GOR and helping promote the deployment of solar and wind energy based solutions to exploit available vast potential of such renewable energy resources in the State of Rajasthan in light of Suzlon’s own capabilities and expertise in delivering clean and affordable electricity.

F. The Parties wish to develop a pioneering concept of world’s largest and first GW scale Solar-Wind Hybrid Power Projects ("SWHPP") in the State of Rajasthan and in this context shall enter into MOU for speedier and efficient implementation of these projects.
of Phase-I, SUZLON shall take-up development of the next phase of SWHPP;

II. To attract, cause and facilitate investments of about **Rs 12,000 Crores** in the State, for implementing 1500 MW of SWHPP, including investments in new technologies of solar-wind hybrid and storage facilities to address the requirement of variable RE generation in the State;

III. To conduct/organize techno-commercial studies/consultations, to identify the area for setting up of SWHPP and submit Detailed Project Report (DPR) for Phase-1 of 500MW to GOR within 90 days from signing of this MOU;

IV. To carry out solar and/or wind resource assessment, including micro-siting and Shadow Analysis/Wake effect, at the proposed SWHPP sites;

V. To undertake/cause development of power evacuation infrastructure, infrastructure facilities like roads, drainage system, water and other infrastructural support for the SWHPP; and

VI. To undertake/cause turn-key development and implementation of the Solar and/or Wind Projects, including all EPC and related activities and Operations, Maintenance and Management of SWHHP.

2.2 **Government of Rajasthan’s Role/Support:**

I. To facilitate in identification of suitable land for setting up of Solar Wind Hybrid Power Projects (SWHPP), based on the DPR;

II. To facilitate the allotment of identified Government Land (**“Government Land”**) for the development of SWHPP of 1500 MW capacity, in accordance with the provisions of the Rajasthan Land Revenue (Allotment of Land for setting up of power plant based on Renewable Energy Sources) Rules as amended from time to time and also facilitate in acquiring private land, if any, for the development of this SWHPP.

III. To facilitate connectivity with CTU and/or STU for both the phases of SWHPP;

IV. To assist in obtaining all relevant permissions/clearances/approvals for setting up and operating the SWHPP, from GOR and/or Government of India and their various departments/agencies;

[Signature]

[Date] 5/11/2015
V. To facilitate access to all incentive schemes of the State or Central Government as per the prevailing polices, and to facilitate nomination of SWHPP under various schemes of Government of India including MNRE, SECI, NVVN etc;

VI. To facilitate and provide necessary support to Suzlon for off-take arrangement(s) in accordance with the applicable policy and regulatory framework. However, it is clarified that there is no obligation on GOR to purchase the power produced by SWHPP; and

VII. To support in such manner as is required to achieve the purpose of this MOU.

Article 3: Undertaking of the Parties

I. Upon the execution of this MOU, each Party shall deploy adequate resources to carry out the activities contemplated in Article 1.

II. GOR shall constitute an Empowered Committee including representative from SUZLON, to ensure efficient and timely implementation of the SWHPPs.

Article 4: Term & Termination of MOU

This MOU shall become effective upon the execution hereof by the Parties, and shall be valid for a period of 5 years from the date thereof, unless terminated earlier by written notice given to one party by the other.

Article 5: 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 6: Non-Binding Provisions

The provision of this MOU are not intended to be binding on the Parties and are intended only to facilitate investment in the State and implementation of the Proposal.

Article 7: 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 the respective Parties are correct and truthful.

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.

Signed and Delivered By

By: [Signature]

B. K. Dosi, IAS
Managing Director
Rajasthan Renewable Energy Corporation Limited
(On behalf of Government of Rajasthan)

By: [Signature]

Rohit Modi
CEO-International Operations & New Business
Suzlon Energy Limited

Witness-1: [Signature]

Witness-2: [Signature]
(R. K. Bhandari)
Director (Tech.)
RRECL