elster

M/s. Power Engineers & Consultants
A-1/A Mahaveer Udyan Path
Bajaj Nagar
Jaipur – 302 001

Kind attn.: **Mr. Rakesh Sharma (Proprietor)**

Mob: 09829011729

Our Ref.: EMPL/38/2(PEC)/RPK

Date: 11.02.2009

Sub : "Sales Service Provider Agreement 2009"

Dear Sir,

We are pleased to enclose herewith two original sets of the Sales Service Provider Agreement 2009 duly executed on Rs. 100/- stamp paper.

Kindly return one original set to us duly initialed on all pages including Annexure-1 at the bottom left corner and your full signature on page 4 with your office seal.

Thanking you and assuring you of our best attention.

Yours faithfully,
For Elster Metering (P) Ltd.

Akanitka

A. P. Kanitkar
Director.

Encl : As above.

sd

Regd. & Marketing Office :
Elster Metering (P) Ltd.,
Unit No. 11, Paradigm 'B',
Mind Space, Link Road,
Malad (W), Mumbai-400 064.
Tel. : +91 (022) 6757 9000
Fax : +91 (022) 2880 8067
: +91 (022) 6757 9036

www.elster.com

Works :
Elster Metering (P) Ltd.,
Plot No. 22/B,
Daman Industrial Estate,
Somnath Road, Dabhel,
Daman, (U.T.) - 396 210
Tel. : +91 (0260) 2242 578
Fax : +91 (0260) 2242 805

Raychem RPG Limited

Zensar Business Center, N-83, 1st Floor, Pratap Building, Connaught Place, New Delhi -110 001. India
Tel.: +91 11 4354 8367 / 70 • Fax: +91 11 4354 8366
Website: www.raychemrpg.com

REPRESENTATIVE AGREEMENT

This Representative Agreement ("Agreement"), effective as of **April 1, 2009** is between RAYCHEM RPG LTD., a company with office at Ceat Mahal Annexe, 463, Dr. Annie Besant Road, Worli, Bombay 400 025, (hereinafter referred to as "Raychem"), and **M/s Power Engineers and Consultants, A-1, Mahaveer Udyan Path, Bajaj Nagar, Jaipur-302015.** (hereinafter referred to as "Representative")

THE PARTIES AGREE AS FOLLOWS:

1. APPOINTMENT OF REPRESENTATIVE

Raychem hereby appoints Representative as a representative of the Raychem products shown in Exhibit A ("Products"), to purchasers ("Purchasers") located in the geographical area described in Exhibit A ("Territory"). By signing this Agreement Representative accepts its appointment as a Raychem representative on the terms and subject to the conditions contained herein.

2. RIGHTS AND RESPONSIBILITIES OF REPRESENTATIVE AND RAYCHEM

The parties' rights and responsibilities under this Agreement shall include the following:

2.1 Authorized Representative. Representative shall be Raychem's authorized representative in the Territory. In addition, Representative acknowledges that Raychem may appoint other persons to sell Products in the Territory, and it may sell products there as well.

2.2 Promotion and Marketing Representative shall promote and solicit orders for sales of Products by all legal and ethical means. Raychem shall provide Representative with such marketing direction and guidance, including materials and training, as Raychem deems appropriate. Representative shall not publish or distribute or cause to be published or distributed any advertising or other material which describes or pertains to any Products or refers to Raychem unless such materials are furnished or approved by Raychem in writing prior to such publication or distribution.

2.3 Purchaser Relations. Representative shall establish and maintain contact with Purchasers in the Territory, provide technical assistance for the use of Products within the Territory, and make every reasonable effort to satisfy the needs of such Purchasers.

ACCURATE TRANSFORMERS LIMITED

Regd. & H.O.: 8, L.S.C., 3rd Floor, Savita Vihar, Delhi - 110092
Ph. : 22161926, 22161927, 39597531, 39597532 Fax : 91-11-22149456
E-mail : accurate_group@mail.com

ACCURATE

ISO 9001

DNV

CERTIFIED COMPANY

Manufacturers of :
DISTRIBUTION & POWER TRANSFORMERS

REF: ATL/PEC/2007-08

06.08.2007

M/s.Power Engineers and Consultants,
A-1, Mahaveer Udyan Path,
Bajaj Nagar, Jaipur – 302 015
FAX # 0141-2705729 Attn: Mr.Rakeysh Sharma

Sub: Power Transformer Tenders of Transmission Wing (RRVVNL etc.,) in Rajasthan State.

Dear Sir,

This has reference to your letter No.PEC/ATL/01-RS dated 05.07.2007 and subsequent discussions you had with us on 27.07.2007 on liaison work relating to our tenders for Power Transformers upto 50 MVA 132 KV Class.

We are happy to entrust with you the liaison work of above Power Transformer Tenders on the following terms and conditions:-

I. The following service charges shall be applicable.

i). For Orders with total Ex-Works value upto Rs. 10 crores each – 2.5% of the ex-works price.
ii). For Orders having total Ex-Works value more than Rs.10 crores each – 2% of the ex-works price.
iii). There will be TDS deduction from service charges as per rules.

II. **Payment Terms**:- The payment terms for service charges shall be as follows:-

i). 30% of the service charges will be paid on receipt of confirmed order from the customer.
ii). Next 60% service charges will be paid pro-rata on receipt of payment from the customer.
iii). The last 10% of the service charges shall be paid pro-rata on release of Bank Guarantee/'C' Form by the customer.

The above arrangement will be valid for a period of 2 years. However the same can be discontinued by giving a notice period of 3 months from either side.

Please follow up Power Transformer Tenders effectively and try your best to secure maximum orders for us.

Thanking you,

Yours faithfully,
For ACCURATE TRANSFORMERS LIMITED

(A.V.RAMACHANDRAN)
CHIEF EXECUTIVE (MARKETING)

Works : (i) Sihani, Delhi-Meerut Road, Ghaziabad (U.P.) INDIA-201003 Ph.: 95-120-2834693, 95120-2851387
(ii) D-17, UPSIDC Surajpur Kasna Road Greater Noida (U.P.) 203207 Ph.: 95-120-2341375, 95-120-2341376
(iii) 1394/2M, Langa Road, Dehradun (Uttranchal)- 248197 Ph.: 0135-2663391, 0135-2263302
(iv) Plot No.2, 8A Intregrated Industrial Estate Ranipur (Haridwar) Ph. : 0133-395472

EAST COAST CONSTRUCTIONS & INDUSTRIES LTD.

POWER PROJECTS

(Regd. Office : "BUKHARIA BUILDINGS" No. 4, MOORES ROAD, CHENNAI - 600 006.)
Add. for Correspondence : Old No. 4, New No. 9, Velayutham Street, Nungambakkam, Chennai - 600 034.
Tel : 044-2821 3832 / 2822 2021 / 2821 1118 Fax : 044-2821 2685 Website : www.eccildt.com
TIN No. : 33870460557 CST No. : 637057 - 19.06.95

CF-024-Rakesh-01

28th May 2008

Er. RAKEYSH SHARMA,
Director
M/s. Power Engineers Consultants,
A-1, Mahaveer Udyan Path,
Bajaj Nagar,
Jaipur 302 105

Dear Sir,

Please find enclosed Agreement. You are requested to send to us duly signed. Copy of the agreement will be sent to you duly signed by us.

Thanking you,

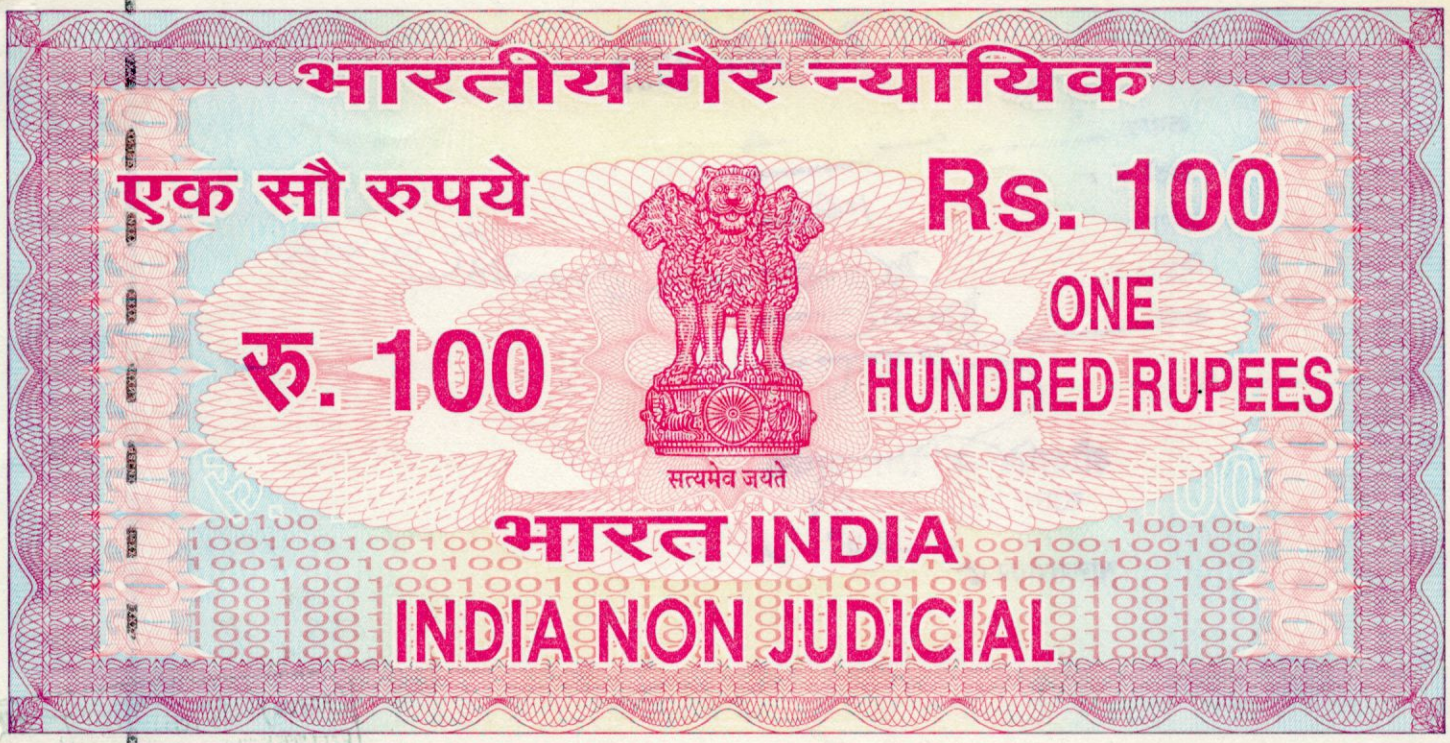
Yours faithfully,
For ECCI LIMITED

S. SAMBATH
Sr. GM

Encl; as above

Branch Office : O1, Ground Floor, Ravi Kiran Apartments, No. 12, Plain Street, Off Infantry Road, Bangalore - 560 001.
Tel : 080-6451 3313 / 6533 6828 Telefax : 080-2286 8312
Karnataka TIN No. : 29370096857 KST - CST No. : 00457310 12.8.99

Factory : 320/3A, Poonamalli - Tiruvallur Main Road, Gudapakkam, Tiruvallur, Pin - 602 107. Ph : 044 - 3252 3709
ECC No. AAACE1662PXD001 Range : Poonamallee



राजस्थान RAJASTHAN

B 781525

Agreement

The agreement made on this the FIRST day of March 2007,between **M/s. Universal Power Transformers Pvt. Ltd.,** having its registered office at 26A,second phase,Peenya Industrial area,BANGALORE – 560 058 (hereinafter called Principal)

And

M/s Power Engineers and Consultants having its registered office at A-1, Mahaveer Udyan Path, Bajaj Nagar, Jaipur – 302 015, Rajasthan (hereinafter called "Agent)

Whereas the Principal is manufacturing and trading Transformers marketed under different designs and ratings, hereinafter called as the "Product."

The principal is desirous of appointing an agent for the procurement of orders for Transformers from all the Transmission and Distribution Companies of Rajasthan State of India.

Now this Agreement is witnessed as under:-

A. RESPONSIBILITIES OF AGENT:

1.0 Providing day to day update on developments on tenders published &

UNIVERSAL POWER TRANSFORMERS BANGALORE

POWER ENGINEERS AND CONSULTANTS JAIPUR

AREVA

Dated: 14 Aug.'2008.

To,

M/s Power Engineer & Consultants
A-1, Mahavir Udyan Path,
Bajaj Nagar, Jaipur-302 015

Subject: LOA- Power Transformers
Ref. No.: AREVA/ECC/RRVPNL/6 Dated: 23/07/08.

Kind attn.: Mr. Rakesh Sharma

Dear Sir,

Please find enclosed original copy of LOA with annexure 'a' ,'b' and 'c',referred above for your signature on each page of LOA, as a token of acceptance, you are requested to kindly return one copy with your original signature and seal for our records, within 7 days of receipt of the same.

In case of any clarification please do contact undersigned.

Regards,

Atul Taneja
Manager- Cash Collection
09956390229

By Regd Post

P. S.
Private & Confidential.

AREVA

Ref. No.:6828-6836/ECC.,
Date: September 22nd, 2010.

Mr. Rakesh Sharma
M/s Power Engineers & Connsultants,
A-1, Mahaveer Udyan Path,
Bajaj Nagar,
JAIPUR 302 015
Mobile No.09829011729.

Subject: - Follow up & collection of our payments from RRVPNL against our new supply orders of 3X100MVA & 4X315MVA Power Transformers.

Ref: Our Previous letter Dated: 30-09-2009.

Dear Mr. Rakesh,

With reference to above we would like kindly inform that execution of 3X100MVA & 4X315MVA Power Transformers of RRVPNL are in advance stage. As of now 1st Unit of 100MVA has been supplied to 220kV Suratgarh.

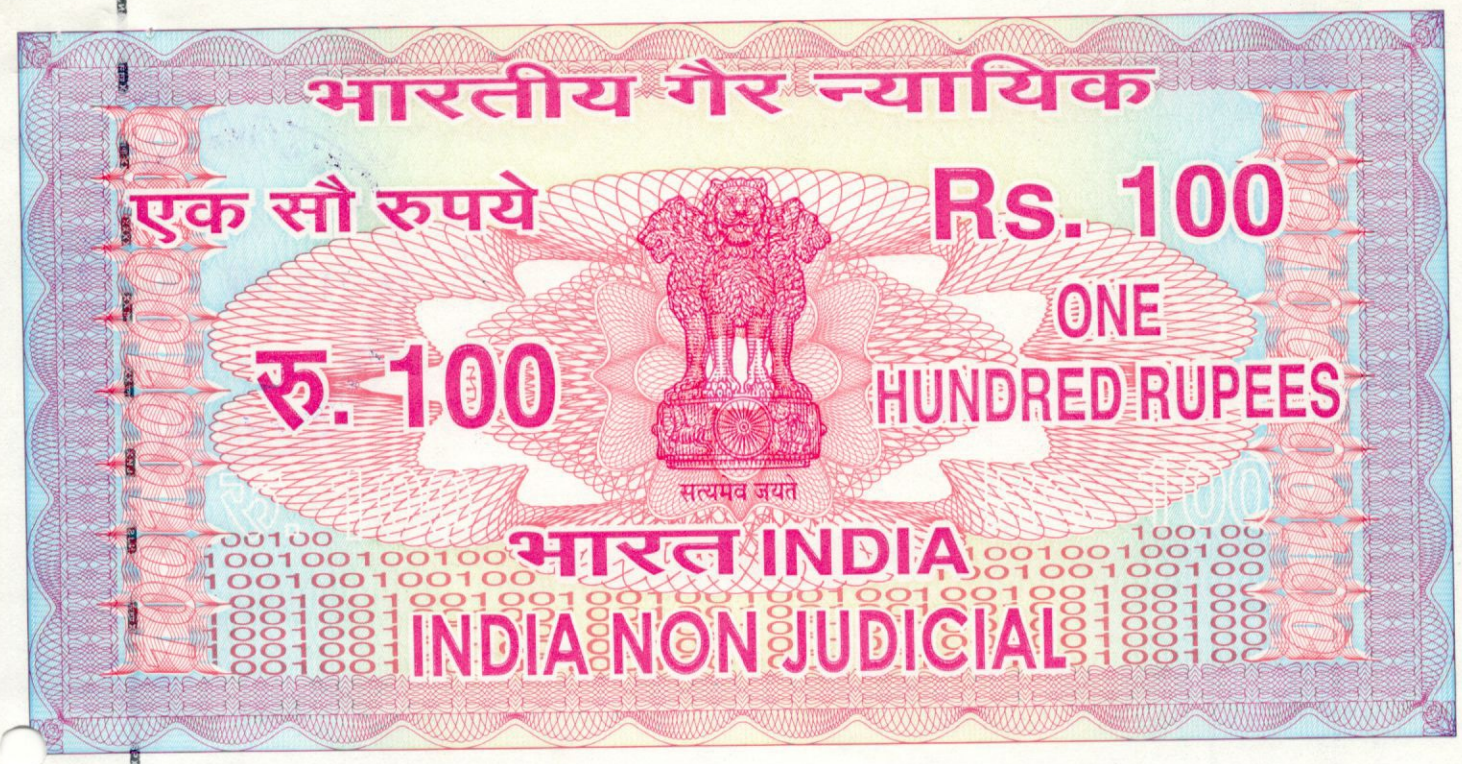
We hereby request you to render your services as per our agreement and facilitate timely & efficient collection of our payments, various forms & Bank Gurantess.

Reciepts of this letter may kindly be acknowledged.

Thanking you,

***For,* AREVA T&D India Limited,**

(Ram Bhawan Yadav)
Manager – Contracts
Contact No. 09956390201



ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH AV 395384

S.No 5651 Date: **04-10-2012**,
Sold To:SHIVA KRISHNA CHARY s/o SRINIVASA CHARY
For whom: **M/s MEGHA ENGINEERING & INFRASTRUCTURES LTD**
Balanaghar, Hyderabad..

Smt. G. PARAMESHWARI
LICENCED STAMP VENDOR
SVL No. 15-23-020/2011
H.No. 6-3-104, Komati Basti,
Balanagar, Ranga Reddy District
Cell No. 9391275122

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and executed on this the 09th day October, 2012 at Hyderabad between:

M/s. Megha Engineering and Infrastructures Limited, a Company incorporated under the provisions of the Companies Act, 1956 and having its Registered office at S-2, Technocrats Industrial Estate, Balanagar, Hyderabad – 500 037, Andhra Pradesh, represented herein by its authorized signatory Pravin Sharad Dixit, Vice President – Power Division (hereinafter referred to as **"CLIENT"**), which expression,, unless repugnant to or inconsistent with the context thereof, shall mean and include its successors and assigns of the "**FIRST PART**".

AND

M/s. Power Engineers & Consultants, a sole proprietary concern and having its office at A-1, Mahaveer Udyan, Bajaj Nagar, Jaipur - 302015 hereinafter called the Second Party represented herein by its proprietor Mr. Rakesh Sharma (hereinafter referred to as **"THE INDEPENDENT CONSULTANT" OR "CONSULTANT**"), which expression, unless repugnant to or inconsistent with the context thereof, shall mean and include its successors and assigns, of the "**SECOND PART**"

The expressions CLIENT and CONSULTANT shall be referred to individually as Party and collectively as Parties.

Power Engineers And Consultants JAIPUR

MEGHA ENGINEERING & INFRASTRUCTURES LTD. Balanagar, Hyderabad-37.

Hythro Power Corporation Limited

Tecpro House,
78, Sector-34, National Highway-8,
Gurgaon-122004 Haryana (INDIA)
Ph. : +91-124-4880100, 4880300
Fax : +91-124-4880110, 4880354
E-mail : hpcl@hythropower.com
Website : www.hythropower.com

HPCL/APT/Gen/12-13
November 20, 2012

M/s Power Engineers & Consultants
A-1, Mahaveer Udyan Path,
Bajaj Nagar,
Jaipur-302015
Phone No: +91-9829011729
Email: ceo@pec-india.in

Kind Attn: Mr. Rakesh Sharma

Dear Sir,

Re: Appointment as our representative for Tender no TN-3760 of RRVPNL

With reference to the discussions we had with you on the above subject, we are pleased to enter into a covenant with you to represent us before RRPNL for all liaising and booking of order, follow-up, co-ordination, obtaining all approvals and to collect payments etc; with respect to above tender. This association is subject to the following terms and conditions:

1. You shall be solely responsible for the follow-up and booking order in our favor. Should the order be placed on us by above client, we shall pay you 0.7% of the basic & ex-works (without Taxes & duties) as commission. All expenses to be incurred for collecting the order, getting various approvals and releasing the payments shall be to your account.

2. **Terms of Payment:**

   15% of your payable commission shall be paid within 30 days of receipt of the acceptable order and advance, next installment of 25% within 30 days on receipt of further payment of minimum 10% value of the our order from the client, and balance 60% will be released on pro-rata on the basis of our invoicing and receipt of payments from **RRVPNL**. All payments will be released against your invoice and duly accepted by our authorized person.

3. The necessary technical input shall be provided by us, whenever required. You are not authorized to issue any letters on our behalf unless specifically requested to do so and in which case, it would be limited to that specific instance.

4. This covenant does not imply as appointment as an employee of the Company.

HYTHRO POWER CORPORATION LTD.

REPRESENTATION AGREEMENT

THIS AGREEMENT made this the 1st day of February 2013 between Crompton Greaves Limited, a Company incorporated under the Indian Companies Act 1913 and having its Registered office at 6th floor, CG House, Dr.Annie Besant Road, Worli, Mumbai 400 030 and is in the business of manufacture and sale of Power Transformers & Reactors.

and

"M/s.Power Engineer & Consultants", a proprietary firm in the business of amongst others, liaisoning on commission basis with Government Departments in all Industrial Durables and consumables including Power Transformers & Reactors and having its office at A-1, Mahaveer Udhan Path, Bajaj Nagar, Jaipur Gandhi Nagar HO, Jaipur (hereinafter called "Firm") of the other part,

and

Whereas the said firm is desirous of being appointed as an Approved Representative of "the company" for executing the Order No.RVPN/SE(400 kV design)/XEN(CNP)/TN-298/LOI/D.6307 dated 17th February 12 for 2 Nos. 80 MVAR, 400 kV and 1 No. 50 MVAR Shunt Reactors and company is willing to appoint the said Approved Representative as an Approved Representative for the said purpose on the terms and conditions stated hereunder in the state of Rajasthan for Rajasthan Rajya Vidyut Vitran Nigam Ltd.

Crompton Greaves Limited
Power Transformers Division (T1) : Power Systems
Kanjur Marg (East), Mumbai 400 042, India
T: +91 22 6755 8000 F: +91 22 6755 8305

Smart solutions.
Strong relationships.

REPRESENTATION AGREEMENT

THIS AGREEMENT made this the 1st day of April 2013 between Crompton Greaves Limited, a Company incorporated under the Indian Companies Act 1913 and having its Registered office at 6th floor, CG House, Dr.Annie Besant Road, Worli, Mumbai 400 030 and is in the business of manufacture and sale of amongst others, Power Transformers, Reactors, EHV Switchgear (Circuit Breaker, Instrument Transformers, Lightning Arrestors) etc. manufactured at Kanjur, Mandideep, Nashik and Aurangabad factories.

and

"M/s.Power Engineer & Consultants", a proprietary firm in the business of amongst others, liaisoning on commission basis with Government Departments in all Industrial Durables and consumables including Power Transformers / Reactors / EHV Switchgears and having its office at A-1, Mahaveer Udhan Path, Bajaj Nagar, Jaipur Gandhi Nagar HO, Jaipur (hereinafter called "Approved Representative") of the other part,

and

Whereas the said firm is desirous of being appointed as an Approved Representative of "the company" for canvassing the sale of the products viz., Power Transformers, Reactors, EHV Switchgear (Circuit Breaker, Instrument Transformers, Lightning Arrestors) etc. manufactured at Kanjur, Mandideep, Nashik and Aurangabad factories and as modified from time to time and the company is willing to appoint the said Approved Representative as an Approved Representative for the said purpose on the

Registered Office:
CG House, 6th Floor, Dr Annie Besant Road, Worli, Mumbai 400 030, India
T: +91 22 2423 7777 F: +91 22 2423 7733 W: www.cgglobal.com

AVANTHA
GROUP COMPANY

K.RAMA CHANDRAVATHI
S.V.L.NO. 27/99,R.L.NO. .....
6-3-387, DULY COMPLEX
BESIDE BANJARA DURBAR HOTEL
PUNJAGUTTA 'X' ROAD
HYDERABAD - 82

AP-23/GSO/KL(PB)15/2005

K K Chandravathi Rs.100/-

भारत 86006 HPA/LA आंध्र प्रदेश
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Rs.0000100 PB5432
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INDIA STAMP DUTY ANDHRA PRADESH

REPRESENTATION AGREEMENT

THIS AGREEMENT is made and entered into at Hyderabad in India on this **7th day of March 2013**, by and between:

BS Limited, a Company registered under the Companies Act, 1956, having its registered office at # 504, Trendset Towers, Banjara Hills, Road No. 2, Hyderabad-500034, Andhra Pradesh, India (hereinafter referred to as "BSL", which expression shall, unless repugnant or contrary to the context, be deemed to include its successors and permitted assigns) of the One Part; and

Power Engineers and Consultants, a proprietary company, having its principal place of business at Jaipur, A-1,Mahaveer Udyan Path,Bajaj Nagar, Nagar, Jaipur - 302 015, India represented by its Proprietor, Mr. Rakesh Sharma (hereinafter referred to as "the Representative" which expression shall, unless repugnant or contrary to the context, be deemed to include his successors and permitted assigns) of the Other Part.

Each, BSL and the Representative, hereinafter, shall individually be referred to as 'a Party' and collectively as 'the Parties'.

WHEREAS:

1. BSL is engaged *inter alia* in the business of engineering, procurement and construction ('EPC') of projects and packages for a variety of industries, utility and captive power projects and construction of electrical substations, transmission and distribution lines, etc., is interested in undertaking such projects for Rajasthan Rajya Vidyut Prasaran Nigam

BS Limited Hyderabad

Power Engineers and Consultants Jaipur

AREVA

October 30, 2009

M/s POWER ENGINEERS & CONSULTANTS
A-1, Mahavir Udyan Path
Bajaj Nagar, Jaipur – 302 015

Dear Sir,

Kind Attn.: Mr. Rakesh Sharma

Subject: Follow up & collection of our payments from RRVPNL, against our fresh orders
Reference: Our ECC agreement no. AREVA/ECC/RRVPNL/6 dated 23/07/2008

In this connection, we are pleased to inform you that we have received an order no. RVPN/SE(400kV Design)/XEN (C&P)/TN-259/LOI/Supply&Sup./D.3586 dated 22/10/2009 for supply of 4 x 315 MVA, 400 kV autotransformers from RRVPNL recently and would request you to render your services, as per our ECC agreement, to facilitate timely & efficient collection of our payments, Forms & Bank Guarantyees.

We are also expecting an order from same customer for 100MVA, 220kV autotransformers, against RRVPNL tender no. TN - 2860 and, in case of an order, would request you to handle the collections against this expected order too.

Pl acknowledge the receipt of this letter and confirm your acceptance.

Thanking you,

Yours truly,
For **AREVA T&D INDIA LIMITED**

[H. N. SINGH]

AREVA T&D

AREVA T&D India Limited, P.O. Naini, Allahabad - 211 008 (U.P.)
Tel. : +91 532 2699990 Fax : +91 532 269 7604 www.areva.com

REGISTERED OFFICE : E-48/7, Okhla Industrial Area, Phase II, New Delhi - 110 020, Tel. : 011 47629100, Fax : 011-47629129/30, www.areva.com

Ref: TPH/T&D/4739

Date : 3rd July 2007

To,
Power Engineers & Consultants,
A-1, Mahaveer Udyan Path, Bajaj Nagar,
Jaipur-302 015.
Phone: +91 141 2705729.
Cell: +91 98290 11729

Kind Attn: Mr. Rakeysh Sharma.

Sub: Representation Agreement.

Dear Sir,

We are forwarding herewith Representation Agreement duly signed by us in two originals. We request you to sign and return one original document to us.

Thanking You

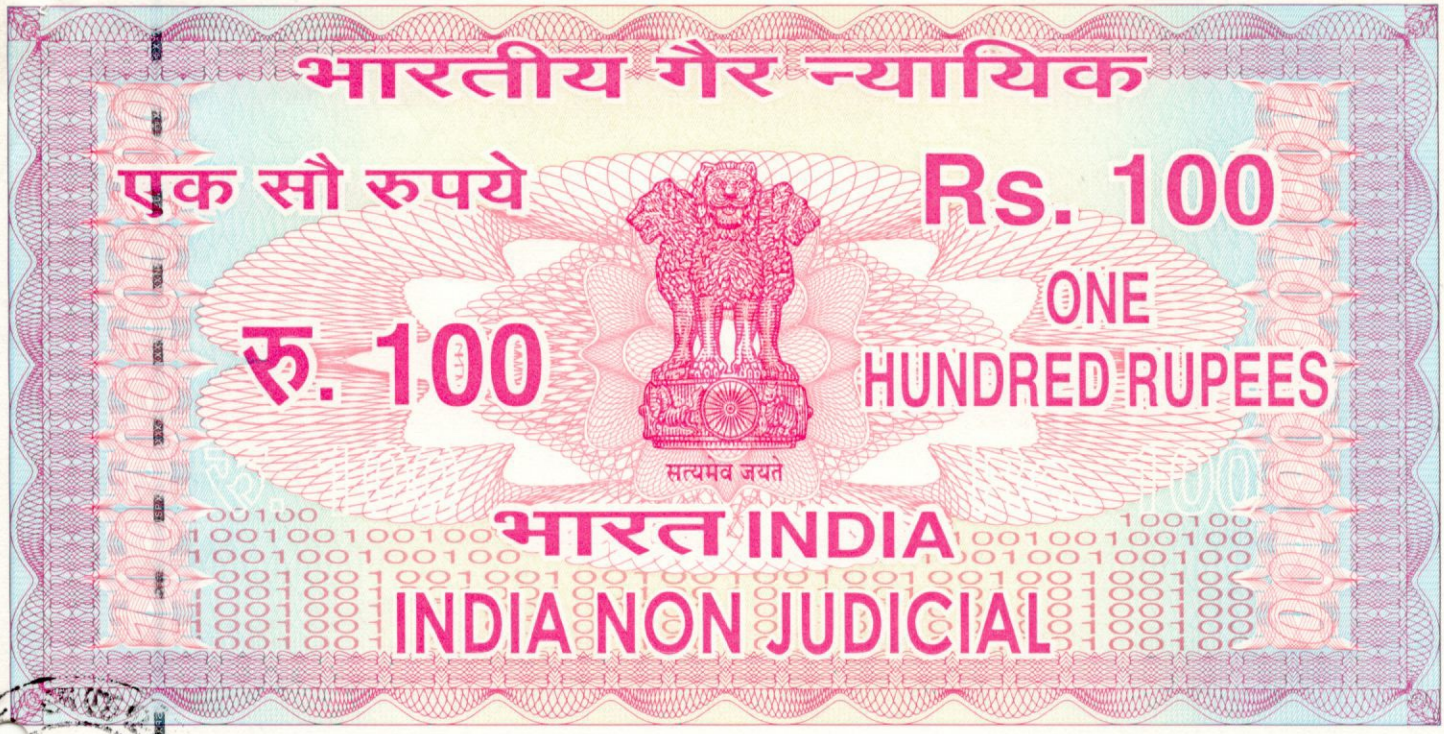
Yours truly,

D.Subramaniam
Dy. General Manager (Projects)

TATA PROJECTS LIMITED

Corporate Office : 'Suryodaya' 1-10-60/3 Begumpet Hyderabad - 500 016 India
Phone +91-40-2776 8801 Fax 2776 5498/2776 2803
e-mail tpl@tataprojects.com www.tataprojects.com

Mumbai Address The Metropolitan West Wing 3rd Floor Bandra Kurla Complex Bandra (East) Mumbai - 400 051 Phone +91-22-6706 1010/11/12 Fax 6706 1006
Registered Office BOMBAY HOUSE 24 Homi Mody Street Mumbai - 400 001 India



தமிழ்நாடு तमिलनाडु TAMILNADU

S 460609

V. DHANALAKSHMI,
STAMP VENDOR,
L.S. No. 20120/...87 Dt. 22.12.198...
189/7, M.K.N. Road, Alwarpet,
MADRAS-600 018.

8109

11 DEC 2009

G.E.T. POWER PVT. LTD. 153, M.K.N. Road, Alwarpet, MADRAS-600 018.

REPRESENTATION AGREEMENT

THIS AGREEMENT is made and entered into at CHENNAI in India on this ELEVENTH day of December 2009 by and between

G.E.T. POWER PVT LIMITED, a Company registered under the Companies Act, 1956, having its registered office at Number 153, Developed plots, Electrical & Electronic Industrial Estate, Perungudi, CHENNAI -600 096 India (hereinafter referred to as "GET", which expression shall, unless repugnant or contrary to the context, be deemed to include its successors and permitted assigns) of the One Part; and

POWER ENGINEERS & CONSULTANTS, a proprietary company, having its principal place of business at A-1, Mahaveer Udyan Path, Bajaj Nagar, Jaipur 302 015, represented by its Proprietor, Mr. Rakesh Sharma (hereinafter referred to as "the Representative" which expression shall, unless repugnant or contrary to the context, be deemed to include his successors and permitted assigns) of the Other Part.

Each GET and the Representative hereinafter individually referred to as 'a Party' and collectively as 'the Parties'.

G.E.T. POWER PVT. LTD. CHENNAI 600 096

HYOSUNG

HYOSUNG CORPORATION
450, Gongdeok-Dong, Mapo-Gu, Seoul, Korea 121-720
Tel : 02-707-7000 Fax : 02-707-7799
www.hyosung.com

CONSULTANCY AGREEMENT

This agreement is made and entered into on **23rd day of November 2010** and between **Hyosung Corporation**, a company incorporated under the laws and regulations of the Republic of Korea and having its principal office at **450, GONGDEOK-DONG, MAPO-GU, SEOUL, 121 720 KOREA**(hereinafter referred to as **"SUPPLIER"**, which expression shall include its successors-in-interest) of the one part;

and

Power Engineers & Consultants, a company incorporated under the laws of the Republic of India and having its registered office at **A-1, MAHAVEER UDYAN PATH, BAJAJ NAGAR, JAIPUR 302 105, INDIA** (hereinafter referred to as **"CONSULTANT"**, which expression shall include its successors-in-interest) of the other part;

WITNESSETH

WHEREAS, the **SUPPLIER** produce and sell GIS substation & Transformer of various voltage level and **WHEREAS**, **SUPPLIER** desires to market these said GIS Substation & Transformers in the International market on a regular basis and for this purpose desires commercial and industrial information to assist him in the formation of its marketing and sales policies; and

WHEREAS, the **CONSULTANT** has the professional resources to provide such commercial and industrial information to **SUPPLIER** on regular basis.

NOW, **THEREFORE**, the **SUPPLIER** and the **CONSULTANT** hereby agrees as follows:

1. APPOINTMENT:

1.1. On behalf of the **SUPPLIER**, **CONSULTANT** shall on a continuous basis:

1.1.1. Assess the market potentials in **RAJASTHAN STATE, INDIA** (hereinafter referred to as **"TERRITORY"**) for the products (hereinafter below described).

1.1.2. Understand customer requirements, basis of purchase decisions and the frequency and size of each purchase.

1.1.3. Keep track of activities of overseas competitors, their pricing policies, credit facilities and the like so that **SUPPLIER** can ensure that its overall marketing program and production schedule in the overseas market is competitive with those of other suppliers.

1.1.4. Arrange information on names of producers for each type of GIS Substation & Transformer, their production capacities and market share in India and abroad for each of the respective producers.

Power Engineers & Consultants

HYOSUNG CORPORATION SEOUL-KOREA

राजस्थान RAJASTHAN M 742168

REPRESENTATION AGREEMENT

THIS AGREEMENT is made and entered into at Gurgaon (Haryana) in India on this ..... 17th March '2011 by and between:

LANCO INFRATECH LIMITED, a Company registered under the Companies Act, 1956, having its office at Plot No.270, Phase- II, Gurgaon-122016, India, (hereinafter referred to as LITL, which expression shall, unless repugnant or contrary to the context, be deemed to include successors and permitted assigns) of the One Part;

And

PE CONSULTANTS a proprietary company, having its principal place of business at A-1/A, Mahaveer Udyan Path, Bajaj Nagar, Jaipur-302105, India, represented by Mr. Rakesh Sharma (hereinafter referred to as "the Representative" which expression shall, unless repugnant or contrary to the context, be deemed to include his successors and permitted assigns) of the Other Part.

LITL and the Representative are hereinafter individually referred to as 'a Party' and collectively as the Parties

WHEREAS:

1. LITL, which is engaged, *inter alia,* in the business of engineering, procurement and construction ('EPC') of projects and packages for a variety of industries, utility and captive power projects and construction of electrical substations, transmission and distribution lines, etc., is interested in undertaking such projects for RAJASTHAN RAJYA PRASARAN NIGAM LIMITED (RRVPNL) (hereinafter referred to as "Projects"); and is on the lookout for suitable entity in

संजू शर्मा

AREVA

RRVPNL/PN072/08-09/019
30th January, 2009

M/s Power Engineers & Consultants
A-1, Mahaveer Udyan Path
Bajaj Nagar
Jaipur - 302015

Sub: Service Request

Ref : 2 X 100 MVA 220/132kV, 2 X 50 MVA, 132/33kV hybrid GIS Substation at Indira Gandhi Nagar, Jagatpura (Jaipur)

Please find enclosed the service request with reference to our master agreement dated 15th December, 2008. Kindly sign on each page as a token of acceptance and return the original within 7 days of receipt of this letter.

In case of any clarification please feel free to contact us.

Thanking you and assuring you of our best services at all times.

Yours faithfully
For AREVA T&D India Limited

Sunil Mathur
Director – Regional Business Group

Rajesh Khanna
Unit Finance Controller – Systems

RRVPNL/PN072/08-09/020

MASTER SERVICE AGREEMENT

This Master Service Agreement (hereinafter referred to as the "**Agreement**") is entered into at Gurgaon, Haryana (India) on this 15th day of May, 2015 by and between

ISOLUX CORSAN INDIA ENGINEERING & CONSTRUCTION PRIVATE LIMITED a company incorporated under the laws of India and having its registered office at 2nd Floor, Block Two, Vatika Business Park, Sector – 49, Sohna Road, Gurgaon 122 101, (hereinafter referred to as the "**First Party**", which expression shall, unless repugnant to the context of this Agreement, mean and include its successors in office, affiliates, group/associate companies and permitted assigns)

AND

POWER ENGINEERS AND CONSULTANTS, a company duly incorporated under the Companies Act. 1956, having its registered office at A-1 Mahaveer Udyan path, Bajaj Nagar, Jaipur 302015 represented by its director, Mr. Rakesh Sharma (hereinafter referred to as the "**Second Party**", which expression shall, unless repugnant to the context of this Agreement, mean and include its successors in office, administrators and permitted assigns).

The First Party and the Second Party are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**".

WHEREAS

A. The First Party is an engineering construction company and is interested to identify business opportunities for itself as well as its other group/associate entities, to carry out and conduct business in India.

B. The Second Party is in the business of providing advisory services with respect to strategy, research, marketing, operations and risk management for various companies including power sector companies in generation, transmission and distribution in India.

C. The First Party is desirous of participating in the tender process for various projects coming up of Rajasthan Rajya Vidyut Prasaran Nigam Ltd and various other power generation, distribution and transmission companies) in western region of India "**Project(s)**") for various power generation, distribution and transmission companies, whether government or private ("**Prospective Client**").

D. In order to be able to participate and implement such Project(s), the First Party is desirous of engaging the services of the Second Party especially with respect to the projects in the Western region of India. Second Party further confirms that it has full power, capacity and adequate resources to enter in to this agreement in order to extend its services for the desired purposes.

E. The First Party does not have any local office in the Western region of India, therefore the Second Party has hereby agreed to assist and facilitate the First Party in bidding for the Project(s) and to assist and support the First Party in the execution of the Project(s), in the event, the Project(s) is awarded to the First Party.

Now therefore, in consideration of the foregoing and the respective covenants and agreements set forth herein below, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

ISOLUX CORSAN INDIA Engineering & Construction Private Limited

ISOLUX CORSAN INDIA Engineering & Construction Pvt. Ltd.
Registered Office: 2nd Floor, Block-2, Vatika Business Park, Sector-49, Sohna Road, Gurgaon, Haryana, India, Tel.: (+91) 124 4823 200 Fax: (+91) 124 4823 210
CIN No.: U74140HR2008PTC038089, Website: www.isoluxcorsan.com, Email: infoindia@isoluxcorsan.com