



தமிழ்நாடு தமில்நாடு TAMILNADU

Aravind - A - Traders
Karur

1349
3.2.2009
₹ 100/-

L 364656

G. BASKARAN,
STAMP VENDOR,
L.No: 5362/A1/92-6,
161, Valyapuri Nagar, IInd Cross
KARUR, TAMILNADU.

BUNDLING AGREEMENT

- ARVIND A TRADERS having its registered office at 52, V Cross, Sengunthapuram, Karur, Tamilnadu, India hereinafter referred to as " Bundling Organization (BO) "
- SRI RAMAVILAS WEAVING FACTORY having its registered office at S.F.No.2262, Pari Nagar, Andan Koil Street, Karur, Tamilnadu, India hereinafter referred to as " Project Developer (P1) "
- R.ASWATHA having its registered office at # 20, Ganthinagar Colony-1, Erode -638009, Tamilnadu, India hereinafter referred to as " Project Developer (P2) "
- ASAIN HANDLOOMS having its registered office at 1-D Pugalur Road, Karur, Tamilnadu, India hereinafter referred to as " Project Developer (P3) "

For Arvind - A - Traders,
Partner
For SRI RAMAVILAS WEAVING FACTORY,
Partner

For R.K. TEXTILES,
PARTNER

For Allied Textiles,
Proprietor

For R. ASWATHA
R. Aswatha

For ASIAN HANDLOOMS,
Partner

- e. ALLIED TEXTILES having its registered office at # 5, Kamathunu Nagar , Pugalur Road, Karur, Tamilnadu, India hereinafter referred to as " Project Developer (P4) "
- f. R.K TEXTILES having its registered office at #292, Mahadma Gandhi Road, Karur, Tamilnadu, India hereinafter referred to as " Project Developer (P5) "

WHEREAS:

"Verified Emission Reduction" or "VER" means any right, interest, credit, entitlement, benefit or allowance to emit (present or future) arising from or in connection with any GHG Reduction that is equivalent to one (1) metric tonne of Carbon Dioxide Equivalent (CO₂eq) which has been implemented and subsequently Validated and/or Verified.

"Verification Standard" (Voluntary Carbon Standard (VCS).) means any standard that allows for the Verification of GHG Reductions

DEFINITION OF BUNDLING: Bundling refers to combining or aggregating a number (more than one) of small-scale projects and/or project activities into a single emissions reduction project. Project activities may be bundled at the following stages in the project cycle: the project description, validation, registration, monitoring, verification and certification.

NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Project title:

VCS project to be jointly developed by parties is titled: "16.45 MW bundled grid connected renewable energy project in Tamil Nadu, India", include the bundling of the projects given in Annex 1

For Arvind - A - Traders,

Partner

For SRI RAMAVILAS WEAVING FACTORY,

Partner.

For R. ASWATHA

MANAGING PARTNER

For ASIAN HANDLOOMS,

Partner

For Allied Textiles,

Proprietor.

For R.K. TEXTILES,

PARTNER

2. Role & responsibilities of "Bundling Organization"-BO :

BO will supply a comprehensive and an integrated VCS project development service to create trade and realize carbon assets VCS projects. The level of services depends on project by project basis, but will include the following:

- a. Identifying, qualifying the eligibility, quantifying and optimising the value of carbon assets by bundling suitable projects at either the Project Description (PD), validation, registration or monitoring, verification and certification stages;
- b. Provide BO in the PD as the project developer in the VCS project documentation, co-ordinate during validation assistance until issuance of VER.
- c. Structure the framework for monitoring carbon credits generation, assist for verification and certification by Designated Operational Entities (DOEs)
- d. Structure and execute contracts with buyers selected from the trading of VERs

3. Role& responsibilities of "Project Developers (P1, P2, P3, P4, P5)":

- a. Providing all required project related data to BO for development of PD.
- b. Informing timely to BO for all the changes of project situation and specifications.
- c. Providing all relevant project details during the CDM project validation, verification and certification to the DOE.
- d. Conducting monitoring according to the monitoring plan.
- e. Provide BO the cost of project bundling according to clause 3 of this Agreement.

For Arvind - A - Traders,

For SRI RAMAVILAS WEAVING FACTORY,

For B. ASWATHA

MANAGING PARTNER

For ASIAN HANDLOOMS,

For Allied Textiles,

For R.K. TEXTILES,

PARTNER

3. Charges :

"Project developers " shall provide the Charges for Consultancy, Validation, Annual Verification and post registration Charges in proportion to the estimated generation of VERs, for activities as mentioned in clause 2.(a) as directed by BO.

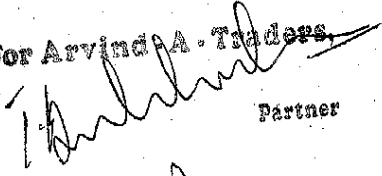
4. Failure:

Beside the termination of this agreement the AGREEMENT will be terminated by failure of DOE validation or Verification. The failure and consequent termination of this agreement bear no consequences on either parties, other than claims arising out of accrued rights and obligations, including those relating to breaches of confidentiality which claims will survive the expiry of this agreement by 2 (two) calendar years.

5. Exclusivity -Non Solicitation:

The Parties shall work exclusively with each other, in good faith, on the Project (s), that is (are) subject to this AGREEMENT and each Party shall not, directly or indirectly, solicit and/or engage in negotiations or enter into agreements or understandings and/or work with any other Person (s) regarding the development, acquisition, ownership or operation of the project and or business, except (i) as permitted by this Agreement or (ii) with the specific written consent of all the other Parties.

For Arvind A. Traders,



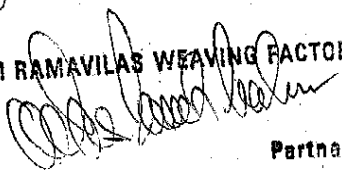
Partner

for ASIAN HANDLOOMS,



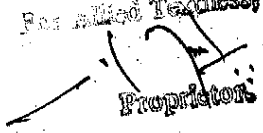
Partner

For SRI RAMAVILAS WEAVING FACTORY,



Partner.

For Allied Textiles,



Proprietor

For P. ASWATHA



MANAGING PARTNER

For R. K. TEXTILES,



PARTNER

6. Confidentiality:

Except to the extent required by law, the parties to this Agreement must keep confidential the existence and all details of all preliminary discussions and negotiations as well as of the eventual transaction itself, save to the extent that they agree on the timing and content of any relevant public announcements.

7. Duration and termination:

This Agreement is valid for a period of (a) up to 2012 or (b) for the duration of the VERPA, whichever is later.

8. Correspondence:

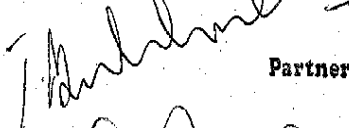
- a. "Project developer" will communicate with BO in the frame work of this agreement only via addresses given below :

ARVIND A TRADERS
52, V Cross, Sengunthapuram,
Karur, Tamilnadu, India

- b. All communication from the parties to this agreement shall be duly copied to all the parties to this agreement during the tenure of this agreement to provide a comprehensive communication flow among the parties.

- c. Each party shall confer with the other prior to making any public announcement concerning any of the transactions covered under the scope of this agreement.

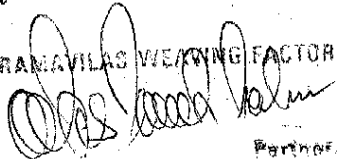
For Arvind - A - Traders


Partner

For ASIAN HANDLOOMS,


Partner

For SRI RAMAVILAS WEAVING FACTORY,


Partner

For United Textiles,


Proprietor

For R. ASWATHA


MANAGING PARTNER

For R.K. TEXTILES,


PARTNER

9. Governing law:

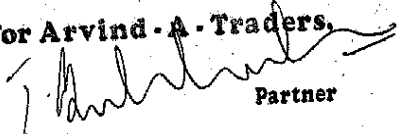
This agreement shall be subject to and construed in accordance with the laws of India.

AGREEMENT will come in force immediately after both parties signing.

Arvind A Traders "Bundling Organization)

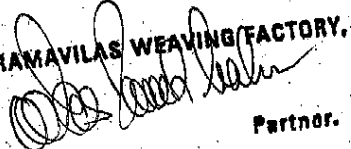
Sri Rama Vilas Weaving Factory " Project Developer (P1)"

For Arvind - A - Traders,



Partner

For SRI RAMAVILAS WEAVING FACTORY,



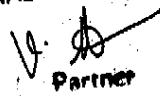
Partner.

Date: _____
R. Aswatha
" Project Developer (P2)"

Date: _____
Asain Handlooms
" Project Developer (P3)"
for ASIAN HANDLOOMS,

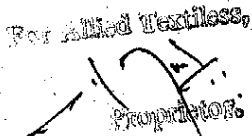
R. ASWATHA

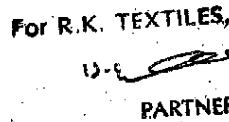
MANAGING PARTNER


Partner

Date : _____
Allied Textiles
" Project Developer (P4)"

Date : _____
R.K Textiles
" Project Developer (P5)"

For Allied Textiles,

Proprietor:

For R.K. TEXTILES,

PARTNER

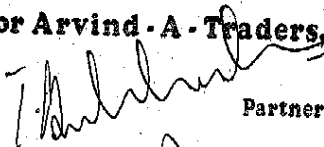
Date : 16/02/2009

Date : 16/02/2009

ANNEXURE 1

Project Developer	Installed Capacity	HT.Sc.No	Location
Arvind.A.Traders	1.250MW	1940	Uthumalai, Veerakeramputhur, Tirunelveli
Arvind.A.Traders	1.250MW	1943	Uthumalai, Veerakeramputhur, Tirunelveli
Arvind.A.Traders	1.250MW	1957	Uthumalai, Veerakeramputhur, Tirunelveli
Arvind.A.Traders	1.250MW	1994	Melmaruthapuram, Veerakeramputhur, Tirunelveli
Arvind.A.Traders	1.250MW	2005	Uthumalai, Veerakeramputhur, Tirunelveli
Arvind.A.Traders	1.250MW	2006	Uthumalai, Veerakeramputhur, Tirunelveli
R.Aswatha	0.750 MW	1697	Ayan Surandai, Veerakeramputhur, Tirunelveli
Asian Handlooms	1.650 MW	1522	Vadi, Veerakeramputhur, Tirunelveli
Asian Handlooms	1.650 MW	1524	Vadi, Veerakeramputhur, Tirunelveli
Allied Textiles	0.750 MW	1810	Ayan Surandai, Veerakeramputhur, Tirunelveli
Sri Rama Vilas	1.250 MW	1981	Melamaruthapuram, Veerakeramputhur, Tirunelveli
R.K.Textiles	1.250 MW	1938	Kavalakurichi, Veerakeramputhur, Tirunelveli
R.K.Textiles	1.650 MW	1520	Vadi, Veerakeramputhur, Tirunelveli

For Arvind - A - Traders,


Partner

For ASIAN HANDLOOMS,


Partner

For SRI RAMAVILAS WEAVING FACTORY,


Partner.

For Allied Textiles,


Proprietor

For R. ASWATHA


MANAGING PARTNER

For R.K. TEXTILES,


PARTNER