

తెలంగాణ తెలంగాణ TELANGANA

S.No. 255 Date 06-01-2020

Sold to B. Suresh

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For Whom M/S Solika Energy Pvt. Ltd., Hyderabad

V 841725

TIYYAGURA YOGITH
LICENSED STAMP VENDOR
Lic. No. 16-04-21/2018-2020
H.No. 8-3-191/474, 2nd Floor
Vengal Rao Nagar, S.R. Nagar, Hyd
Cell No: 9912998153

AGREEMENT FOR SALE OF LITTER

This Agreement for sale of Litter is made and entered into on this 8th day of January, 2020 at Hyderabad.

By and Between:

PRASHANTH POULTRY PRIVATE LIMITED, (CIN:U01222TG2005PTC045915) having registered office at Plot No.1, CASA Fortunes Jayabheri Pinevally, Gachibowli, Hyderabad, Telangana-500032, having its poultry farm located at Balanagar Village Panchayat & Udityala Village, Jadcharla Mandal, Mahaboobnagar District, Telangana, represented by its Managing Director Vuduthala Bhaskar Rao (DIN:00354421) (Aadhaar No: 5619 0889 0604, PAN: AAVPV8145Q) Mob:+91 9704012333;

(Hereinafter referred to as the "Seller" which expression shall mean and include successors-in-interest, representatives, administrators, executors, attorneys, nominees and assigns of the First Part);

AND

SOLIKA ENERGY PRIVATE LIMITED (CIN No: U40100TG2019PTC130960), a company incorporated under the Companies Act 2013, and having its registered office at Plot
For Prashanth Poultry Pvt. Ltd.

For SOLIKA ENERGY PVT. LTD.

V. Bhaskar Rao
Managing Director

Authorized Signatory

No. 82, Kavuri Hills, Phase 2, Madhapur, Hyderabad, Telangana-500081 represented by its Director Himadeep Nallavadla (DIN:03008434), duly empowered for the purposes hereof,

(Hereinafter referred to as “**Purchaser**” which expression shall mean and include its directors, successors-in-interest, representatives, administrators, executors, attorneys, nominees and assigns of the Second Part)

The Seller and Purchaser are hereinafter individually referred to as the “**Party**” and collectively referred to as the “**Parties**”

WHEREAS

- A. The Seller is engaged in Poultry business and running a layer poultry farm on the name and style of **PRASHANT POULTRY PRIVATE LIMITED** at Balanagar Village Panchayat & Udiyala Village, Jadcharla Mandal, Mahaboobnagar District, Telangana (“**Farm**”).
- B. The Purchaser establishing Compressed Bio-gas Plant (“**CBG Plant**”) at Ac 01-19 Gts in Sy.No.604/3/1; Ac 01-04 gts in Sy.No: 605/3/1; Ac 00-27 gts in Sy.No: 607/3/1 and Ac 0-08 gts in Sy.No: 628/3, totalling to Ac 3-18 gts situated at Balanagar Village Panchayat & Udiyala Village, Jadcharla Mandal, Mahaboobnagar District, Telangana.
- C. The Seller offered to sell the Litter of the birds available in the said Poultry Farm and the Purchaser has agreed to purchase the said Litter to utilise the same in its CBP Plant on the following terms and conditions.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. Both Parties agrees that the entire litter produced by the Birds including Layer birds sheds, brooding & growing sheds in the Seller’s Farm shall be supplied exclusively to the Purchaser only. The Purchaser shall have exclusive rights over the Litter produced in the said Farm. It is further agreed that no other vendor shall be allowed by the Seller to purchase, collect and take the Litter from the Seller’s Farm under any circumstances.
2. The Litter shall be collected by the Purchaser at its own cost on either of the following methods:
 - a. A Tractor would go under the sheds and sweep litter towards width of the shed.
 - b. The litter would be loaded into tractor trolley & would be brought to CBG Plant site.

Or

 - c. The Litter collection and loading it into the CBG Plant would be done by using submersible pump and pipe line.

For Prashanth Poultry Pvt. Ltd.

V. Bhaskar Rao

Managing Director

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For SOLIKA ENERGY PVT. LTD.

Himadeep Nallavadla

Authorised Signatory

The Purchaser shall have the liberty to implement and execute the collection of Litter any of the above-mentioned methods.

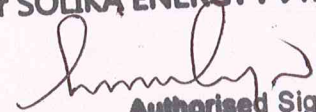
3. Both Parties agrees that the Purchaser is prohibited from collection/purchase of Poultry Litter from outside and bring it into the CBG Plant.
4. It is further agreed that the Purchaser is at liberty to purchase and bring other wastes such as cow dung, kitchen/hotel waste, pressed mud & others items into the CBG Plant, which are being used as raw-material in CBG Plant. The Seller shall have no objection for the same.
5. Payment shall be made on the basis of per bird. The number of birds in the Seller's Poultry Farm as on the date of this agreement is 4,50,000 birds. The number of birds shall be counted on frequent intervals and payment will be calculated basing on actual number of birds available during that particular month.
6. Payment will be made by the Purchaser to the Seller on collection of litter as under:
 - a. The Purchaser shall pay Rs. 9/- per Bird per year (i.e., at the rate of Re.0.75 per month per bird).
 - b. The litter collection shall be made throughout the year in regular intervals as decided by the Purchaser.
 - c. The escalation on per bird rate shall be at the rate of 5% per year every year on the base price of Rs. 9/bird.
 - d. The Seller shall raise invoice on or before 7th of every month on the Purchaser for payment. The Purchaser shall pay the invoice amount within 7 working days from the date of receipt of invoice.
7. Each Party agrees to indemnify, defend and hold harmless the other Party from and against any liability, cost, expense, claim, judgment, settlement or damage to property or personal injury of a third party as a result of or due to any act of omission or commission of either of the Party.
8. This Agreement may be terminated by either Party with a 3 months' notice in writing to other Party without assigning any reason during subsistence of this Agreement.
9. **SETTLEMENT OF DISPUTES:**
 - a. Any dispute related to or arising under this Agreement shall be resolved amicably between the Parties by mutual conciliation. An attempt to arrive

For Prashanth Poultry Pvt. Ltd.

V. Bhaskar Rao

Managing Director

For SOLIKA ENERGY PVT. LTD.



Authorised Signatory

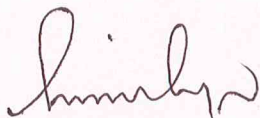
at an amicable resolution of such differences shall be deemed to have failed as soon as one of the Parties so notifies the other Party in writing.

- b. The unresolved differences or disputes resulting from this Agreement shall be settled by arbitration by a sole arbitrator, in accordance with the Arbitration and Conciliation Act, 1996 and the rules and procedures made there under including any statutory amendment thereof. The seat of arbitration shall be at Hyderabad and the arbitration proceedings shall be conducted in English. Any decision by the arbitral tribunal shall be final and binding on the Partners. The Parties are at liberty to plead set off their counter claim.
 - c. This Agreement shall be governed by and construed in all respects in accordance with the Laws of India and shall be subject to the exclusive jurisdiction of the Courts at Hyderabad.
10. This Agreement executed in two counterparts, each of which, when executed and delivered shall constitute a duplicate original but all counter parts together shall constitute one and the same document.

IN WITNESS WHEREOF this Agreement has been executed by the Parties on the day and year first before written in the presence of:

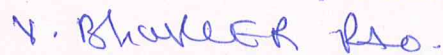
for Solika Energy Private Limited

for Prasanth Poultry Private Limited



Himadeep Nallavadla
Director
DIN:03008434

For Prashanth Poultry Pvt. Ltd.



Vuduthala Bhaskar Rao
Managing Director
DIN:00354421