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Annexure XVII

ఆంధ్రప్రదేశ్ సహజ మలయ పునరుద్ధరణ సంస్థ లి.  
New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.

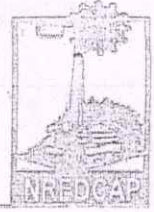
(A State Government Company)

(Formerly Non-Conventional Energy Development Corporation of Andhra Pradesh Ltd.)

Regd. Office : # 5-8-207/2, Pishah Complex, Nampally, Hyderabad - 500 001. India.

Tel : Off : 040-23202391, 23202262, 23203376 Fax : 040-2320 1666

E-mail : info@nedcap.gov.in, nedcap@ap.nic.in Website : www.nedcap.gov.in



Ref:NREDCAP/WE/11075/Gamesa/2016

Dt:02-03-2016

To

1. M/s Idupulapadu Cotton Mills Pvt. Ltd,  
Theater Road, Ganapavaram,  
Nadendla (M), Near Chilakaluripet,  
Guntur district-522619.
2. M/s Ramabhadra Industries Ltd,  
35-9, P.B. No.14, Ramabhadra Complex,  
R.P. Road, Tanuku-534211, West Godavari district.
3. M/s Srinivasa Cotton & Oil Mills Pvt. Ltd,  
D.No.490, Varaganl, Guntur district- 522235.
4. Viswateja Spinning Mills Ltd,  
Boyapalem, Guntur district-522233.

Sirs,

Sub:- Wind Power Project allotted to M/s Gamesa Wind Turbines Pvt. Ltd to set up at  
Talaricheruvu, Ananthapur district- Details of land allotted by M/s Gamesa Wind  
Turbines Pvt. Ltd to Customers - Furnishing- Reg.

Ref:- Lr.No. Gamesa/WF/Talaricheruvu/2016, dated 05.02.2016 of M/s  
Gamesa Wind Turbines Pvt. Ltd

S&amp;S

With reference to the letter cited, the details of revenue land allotted to the following  
Customers by M/s Gamesa Wind Turbines Pvt. Ltd are furnished hereunder basing on the  
information furnished by M/s Gamesa Wind Turbines Pvt. Ltd.

Sl.No.	Customer name	No. of WTGs	Land Extent (Acres)	Site Address		
				Loc No	Sy. No	Village
01	Idupulapadu Cotton Mills Pvt. Ltd	1	2.5	GT-01	1260	Bhogasamudram (V), Tadipatri (M), Ananthapur district
02	Srinivasa Cotton & Oil Mills Pvt. Ltd	1	2.5	GT-02	1261/3	
03	Viswateja Spinning Mills Ltd	1	2.5	GT-05	1270/3	
04	Idupulapadu Cotton Mills Pvt. Ltd	1	2.5	GT-06	1265	
05	Ramabhadra Industries Ltd	1	2.5	GT-07	715/3	Talaricheruvu(V) Tadipatri(M), Ananthapur Dist.
	Total	5	12.50			

Thanking you,

Yours faithfully

Sd/-

VC &amp; MANAGING DIRECTOR

CC to M/s Gamesa Wind Turbines Pvt. Ltd

//FBO//

PROJECT DIRECTOR (WE)

"Energy is Life - Conserve it" for IDUPULAPADU COTTON MILLS (P) LTD

(K. BRAHMA NAIDU)  
Managing Director

1791





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**అంధ్రప్రదేశ్ నూతన మరియు పునరుద్ధరణీయ ఇంధన వనరుల అభివృద్ధి సంస్థ లి.**  
**New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.**  
 (A State Government Company)

(Formerly Non-Conventional Energy Development Corporation of Andhra Pradesh Ltd.)  
 Regd. Office : 5-8-207/2, Pishah Complex, Nampally, Hyderabad - 500 001. India  
 Tel : Off : 040-23202391, 23202262, 23203376 Fax : 040-23201666.  
 E-mail : info@nedcap.gov.in, nedcap@ap.nic.in Website : www.nedcap.gov.in.

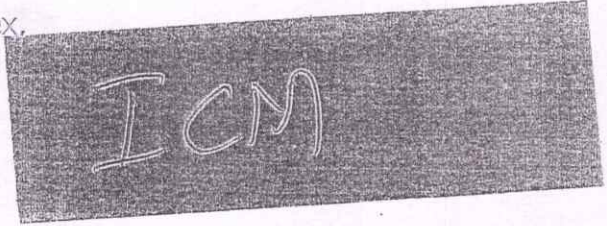


Ref:- NREDCAP/WE/11075/Gamesa/2015

Dt.26.08.2015

To

1. M/s Ramabhadra Industries Ltd,  
35-9, P.B. No.14, Ramabhadra Complex,  
R.P. Road,  
Tanuku-534211  
West Godavari district.
2. M/s Idupulapadu Cotton Mills Pvt. Ltd,  
Theater Road, Ganapavaram,  
Nandendla (M), Near Chilakalūripet,  
Guntur district-522619.
3. M/s Srinviase Cotton & Oil Mills Pvt. Ltd,  
D.No.490, Varagani,  
Guntur district- 522235.
4. Viswateja Spinning Mills Ltd,  
Boyapalem,  
Guntur district-522233.
5. M/s GM Navarra Wind Energy Pvt. Ltd,  
FUTURA, NO.334, Old Mahabalipuram Road  
(Opp to MTL) Sholinganallur,  
Chennai - 600 119



Sirs,

Sub:- Transfer of 2 MW capacity wind farm each from wind farm allotment given to M/s Gamesa Wind Turbines Pvt. Ltd - Orders issued- Reg

Ref: 1. This office Lr.No. NREDCAP/WE/11075/Gamesa/2011/1354,  
Dt.11.08.2011

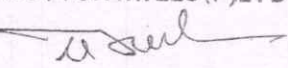
2. Agreement entered on 11.08.2011

3. Lr.No. Gamesa/15.5MW Talaricheruvu/CT/NREDCAP/2015-16/,  
dated 20.08.2015 of M/s Gamesa Wind Turbines Pvt. Ltd

4. G.O. Rt No.61, Dt.24-3-2011 of Energy (RES) Dept, GOAP,  
Hyderabad

& &

In the reference 1<sup>st</sup> cited, 15.50 MW capacity wind farm project was allotted to M/s Gamesa Wind Turbines Pvt. Ltd to set up at Talaricheruvu, Ananthapur district.  
 For IDUPULAPADU COTTON MILLS (P) LTD

  
 (K. BRAHMA NAIDU)  
 Managing Director

291



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In the reference 3<sup>rd</sup> cited, M/s Gamesa Wind Turbines Pvt. Ltd., has informed that they have decided to develop the 10 MW Capacity wind farm project at Talaricheruvu, Ananthapur district through the following companies each 2 MW and requested to transfer the same.

Sl.No.	Name of the Customer/Company	Capacity(MW)
01	M/s Ramabhadra Industries Ltd, Tanuku, W.G. district.	2.00
02	M/s Idupulapadu Cotton Mills Pvt. Ltd, Ganapavaram, Guntur district	2.00
03	M/s Srinvasa Cotton & Oil Mills Pvt. Ltd, Vragani, Guntur district	2.00
04	Viswateja Spinning Mills Ltd, Boyapalem, Guntur district	2.00
05	M/s GM Navarra Wind Energy Pvt. Ltd, Chennai	2.00
	Total	10.00

Taking into consideration of Board resolutions of M/s Gamesa Wind Turbines Pvt. Ltd & the above companies and request of M/s Gamesa Wind Turbines Pvt. Ltd, permission is hereby accorded to transfer 10 MW wind power capacity each 2 MW in favour of the above companies from M/s Gamesa Wind Turbines Pvt. Ltd.

All the above 5 companies are requested to enter into agreement with NREDCAP as per the prescribed format (enclosed) within one month from the date of this order. The other terms and conditions of the sanction order issued to M/s Gamesa Wind Turbines Pvt. Ltd. will hold good to this transfer of project of 10 MW capacity to the above companies.

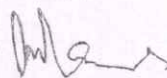
Thanking you,

Yours faithfully,  
Sd/-  
VC & Managing Director

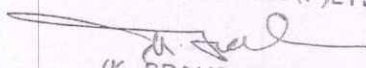
Encl:a.a.

Copy to M/s Gamesa Wind Turbines Pvt. Ltd, FUTURA, NO.334, Old Mahabalipuram Road (Opp to MTL) Sholinganallur, Chennai - 600 119.  
Copy to Chairman and Managing Director, APSPDCL, Tirupati.  
Copy to the Chief Engineer, IPC, APPCC, AP TRANSCO, Hyderabad.  
Copy to the District Collector, Ananthapuramu District.  
Copy to the Executive Engineer (WD), Anantapur.

//FBO//

  
PROJECT DIRECTOR (WE)

For IDUPULAPADU COTTON MILLS (P) LTD

  
(K. BRAHMA NAIDU)  
Managing Director

991



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भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE  
HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA  
INDIAN NON JUDICIAL

తెలంగాణ తెలంగాణ TELANGANA

Sd/- Date 24 AUG 2015  
H. Kain 50 Roosevelt  
GAMESA WIND TURBINES PVT LTD  
R/o Hyderabad

A 545639

MOHD YASEEN KHAN  
Licenced Stamp Vendor  
Lic No. 16-07-066, of 2012  
Ren No. 16-07-018/2015  
S. No. 5-9-13/26, Saifabad,  
Taramandal Complex Hyd-04.  
Ph. : 040-23249637

AGREEMENT

THIS AGREEMENT is entered into on this 26<sup>th</sup> of August, 2015 at Hyderabad, by and among

(1) New and Renewable Energy Development Corporation of Andhra Pradesh Ltd., (NEDCAP) a fully owned State Government Company, registered under the Companies Act, 1956, having its office at 5-8-207/2, Pishah Complex, Nampally, Hyderabad 500 001 (India), represented by its Vice Chairman & Managing Director, hereinafter referred to as the **NREDCAP** of the **FIRST PART**,

AND

(2) (a) M/s Ramabhadra Industries Ltd, a company incorporated under the Companies Act, 1956, having its registered office at: 35-9, P.B. No.14, Ramabhadra Complex, R.P. Road, Tanuku-534211, West Godavari district., represented by its Authorized Signatory, Sri P.S.R.L. Raju, hereinafter referred to as the '**Developer**'/**'Customer**' of the **SECOND PART**.

For IDUPULAPADU COTTON MILLS PVT. LTD.

*G. Satyan*  
AUTHORISED SIGNATORY

GM Navarra Wind Energy Pvt. Ltd.

*[Signature]*  
Authorized Signatory

RAMABHADRA INDUSTRIES PVT. LTD.

*[Signature]*  
Authorized Signatory

For Srinivasa Cotton & Oil Mills Private Limited

*[Signature]*  
Director

for Gamesa Wind Turbines Pvt. Ltd.

For IDUPULAPADU COTTON MILLS (P) LTD

Authorized Signatory

(K. BRAHMA NAIDU)  
Managing Director

For New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.

*[Signature]*  
Vice Chairman & Managing Director

Vice Chairman & Managing Director

For VISWATEJA SPINNING MILLS LIMITED

*[Signature]*  
Authorized Signature



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(2) (2) **M/s Idupulapadu Cotton Mills Pvt. Ltd.**, a company incorporated under the Companies Act, 1956, having its registered office at: Theater Road, Ganapavaram, Nandendla (M), Near Chilakaluripet, Guntur district-522619, represented by its Authorized Signatory, Sri Kamepalli Brahmanaidu, hereinafter referred to as the '**Developer**' / '**Customer**' of the **SECOND PART**

(2) (3) **M/s Srinviassa Cotton & Oil Mills Pvt. Ltd.**, the company incorporated under the Companies Act, 1956, having its Regd office at: D.No.490, Vragani, Guntur district- 522235, represented by its Authorised Signatory, Sri Dasari Lakshmisivarama Prasad, hereinafter referred to as the '**Developer**' / '**Customer**' of the **SECOND PART**

(2) (4) **M/s Viswateja Spinning Mills Ltd**, a company incorporated under the Companies Act, 1956, having its registered office at: Boyapalem, Guntur district- 522233, represented by its Authorized Signatory, Sri Dasari Chandra Sekhar, hereinafter referred to as the '**Developer**' / '**Customer**' of the **SECOND PART**

(2) (5) **M/s GM Navarra Wind Energy Pvt. Ltd.**, a company incorporated under the Companies Act, 1956, having its registered office at FUTURA, NO.334, Old Mahabalipuram Road (Opp to MTL) Sholinganallur, Chennai - 600 119, represented by its Authorized Signatory, Sri M. Madanagopal, hereinafter referred to as the '**Developer**' / '**Customer**' of the **SECOND PART**

(3) **M/s Gamesa Wind Turbines Pvt. Ltd.**, the company incorporated under the Companies Act, 1956, having its Regd office at FUTURA, NO.334, Old Mahabalipuram Road (Opp to MTL) Sholinganallur, Chennai - 600 119, represented by its Authorised Signatory, Sri R.Sachidanandam, hereinafter referred to as the '**Developer**' of the **THIRD PART**

The NREDCAP, Customer and the Developer are severally referred to as the Party and collectively as Parties.

The expressions 'NREDCAP', 'Developer' / 'Customer' and 'Developer' shall unless repugnant to the context or meaning thereof, include respectively their successors, administrators and permitted assigns,

Contd...

For Idupulapadu Cotton Mills Pvt. Ltd.

G. Sathyanarayana

A.T. Guntur District

For Srinviassa Cotton & Oil Mills Private Limited

K. Ramesh Babu

For GM Navarra wind Energy Pvt. Ltd.

Director

For New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.

M. Madanagopal

Vice Chairman & Managing Director

For Gamesa Wind Turbines Pvt. Ltd.

R. S. Sachidanandam

Authorized Signatory

Authorized Signatory

For VISWATEJA SPINNING MILLS LIMITED

D. V. Srinivasan

Authorized Signature

For RAMABHADRA INDUSTRIES PVT. LTD.

P. S. R. L. Raju

Chief Executive Officer

For IDUPULAPADU COTTON MILLS (P) LTD

(K. BRAHMA NAIDU)  
Managing Director

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WHEREAS,

A. NREDCAP is the Nodal Agency for approval of wind energy projects upto 40 MW capacity and, therefore, for setting up of wind farms in the Potential Areas in the State of Andhra Pradesh as per the guidelines of the Ministry of New and Renewable Energy (MNRE), Government of India and also the guidelines under the Andhra Pradesh Wind Power Policy-2015 of the Government of Andhra Pradesh (GOAP) notified vide GO MS No.9, Energy Infrastructure & Investment (PR-II) Department, dated 13-02-2015 (hereinafter called the 'Policy') as well. For the projects with more than 40 MW Capacity, the GOAP grants clearance on the recommendations of NREDCAP. The Policy, inter-alia, aims at encouraging optimum utilization of the available wind power potential in the State by facilitating adoption of state of art technology through private participation, balancing the interest of the customers and the developers, permitting the developers for using the power produced for captive consumption or making sale to a third party or to DISCOMs as per the guidelines under the Policy, and the Indian Electricity Act 2003 and the rules and regulations made and the directions issued by GOAP thereunder. Under the Policy the Developer is also eligible for certain incentives and concessions. As per the existing Policy guidelines of NREDCAP, where the Developer is a manufacturer or supplier, such Developer can transfer the capacities allotted to it to any customer provided prior approval of NREDCAP stipulating such of the terms and conditions as it considers necessary and appropriate is obtained.

B. The Third Party was earlier sanctioned 15.50 MW wind farm projects to be set up at Talaricheruvu, Ananthapur District and accordingly an Agreement was entered between NREDCAP and the Developer as given in following table, hereinafter referred as the '**Principal Agreement**' containing the terms and conditions thereof. Para 2 of the Principal Agreement enables development of the wind power projects by the Developer for customers/users.

Sl. No	Company Name	Proceedings No. & Agreement Date	Capacity Sanctioned
1	M/s Gamesa Wind Turbines Pvt. Ltd	Sanction Lr.No. NREDCAP/WE/11075/Gamesa/ 2011/1354, Dt.11.08.2011  Agreement Date: 11.08.2011	15.50 MW
		Total MW	15.50 MW

For IDUPULAPADU COTTON MILLS PVT. LTD.

G. Satyanarayana

AUTHORISED SIGNATORY

Gamesa Wind Turbines Pvt. Ltd.

R.L. Prasad

Authorized Signatory

For Srinivasa Cotton &amp; Oil Mills Private Limited

K. Brahma Naidu

Authorized Signatory

Contd.

For New &amp; Renewable Energy Development Corporation of Andhra Pradesh Ltd.

V. V. Sankar

Vice Chairman &amp; Managing Director

For RAMABHADRA INDUSTRIES PVT. LTD.

(P.S.R.L. RAJU)

Chief Executive Officer

For IDUPULAPADU COTTON MILLS (P) LTD

(K. BRAHMA NAIDU)  
Managing Director

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C. The Third Party through their Letter No. Gamesa/15.50MW Talaricheruvu/WF/CT/NREDCAP/2015-16/, dated 20.08.2015 informed that they have received orders from the following companies as per the details given below, hereinafter referred to as the 'Project', duly conveying its no objection and consent for transfer of the Project in the name of the Second Party being its customer from the existing capacity sanctioned.

SI No	Customer Name	Capacity in MW	Capacity transferred from	Capacity transferred
01	M/s Ramabhadra Industries Ltd,	2.00	M/s Gamesa Wind Turbines Pvt. Ltd	10 MW
02	M/s Idupulapadu Cotton Mills Pvt. Ltd,	2.00		
03	M/s Srinivasa Cotton & Oil Mills Pvt. Ltd,	2.00		
04	Viswateja Spinning Mills Ltd,	2.00		
05	M/s GM Navarra Wind Energy Pvt. Ltd,	2.00		
<b>Total</b>		<b>10</b>		<b>10 MW</b>

D. After due consideration of the proposals under (B) above, the First Party, through its Letter/ Proc No. Ref: NREDCAP/WE/11075/Gamesa/2015, Dt.26.08.2015 and granted permission for the transfer of the Project stipulating the terms and conditions therefor and for entering into this Agreement. The Second Party having complied with the conditions of the said permission letter of NREDCAP requested for execution of this Agreement.

For IDUPULAPADU COTTON MILLS PVT. LTD.

For Srinivasa Cotton & Oil Mills Private Limited

Contd.

For New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.

*G. S. Sankar*  
AUTHORISED SIGNATORY

*K. Sankar*  
Director  
For GM Navarra wind Energy Pvt. Ltd.

*A. Sankar*

Vice Chairman & Managing Director

For Gamesa Wind Turbines Pvt. Ltd.

*M. Sankar*  
Authorized Signatory

For VISWATEJASPINNING MILLS LIMITED

*D. V. Sivanagamma*  
Authorised Signature

*R. L. Mani*  
Authorized Signatory

For RAMABHADRA INDUSTRIES PVT. LTD.

*P. S. R. L. Raju*  
(P.S.R.L. RAJU)  
Chief Executive Officer

For IDUPULAPADU COTTON MILLS (P) LTD

*K. Brahma Naidu*  
(K. BRAHMA NAIDU)  
Managing Director

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NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

## ARTICLE 1 DEFINITIONS AND INTERPRETATION

### 1.2 Definitions

In this Agreement, the words and expressions, unless and otherwise defined or described herein, shall, unless repugnant to the context or meaning thereof, have the meaning assigned in the Andhra Pradesh Electricity Reforms Act 1998 (APERCA Act), the Indian Electricity Act 2003 and GO MS No.9, Energy Infrastructure & Investment (PR-II) Department, dated 13-02-2015, GOAP or in the Principal Agreement appended hereto.

### 1.2 Public Interest

The sanction, development, operation and maintenance of the Project is in public interest.

### 1.3 Essence of Time

As the Project Implementation is as per a pre-decided time schedule, the Customer shall ensure that the Project is executed within the Project Implementation Period.

## ARTICLE 2 GRANT OF ALLOTMENT

### 2.5 Transfer of Sanctioned Capacity

Subject to and in accordance with the terms and conditions set forth in this Agreement and the Principal Agreement; and the Customer undertaking to observe and perform the covenants, obligations, responsibilities, terms and conditions of this Agreement and the Principal Agreement as well, NREDCAP hereby sanctions transfer of 10 MW capacity wind power from wind power project earlier sanctioned to the Developer M/s Gamesa Wind Turbines Pvt. Ltd, to and in the name of the following Customers /developers for setting up of the Project as per the following table for generation of 2 MW capacity each of wind power for captive use/sale of power to AP DISCOM/Sale of power to third party.

For IDUPULAPADU COTTON MILLS PVT. LTD.

*G. S. Gaud*

AUTHORISED SIGNATORY

For Gamesa Wind Turbines Pvt. Ltd.

*R. S. Prasad*

Authorized Signatory

For Srinivasa Cotton & Oil Mills Private Limited

*K. V. S. Rao*

For GM Navarra wind Energy Pvt. Ltd.

*M. S. Rao*

Authorized Signatory

For RAMABHADRA INDUSTRIES PVT. LTD.

*P. S. R. L. Raju*

(P.S.R.L. RAJU)  
Chief Executive Officer

Contd.

For New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.

*A. S. Rao*

Vice Chairman & Managing Director

For VISWATEJA SPINNING MILLS LIMITED

*D. V. S. Rao*

Authorised Signature

For IDUPULAPADU COTTON MILLS (P) LTD

*K. Brahma Naidu*  
(K. BRAHMA NAIDU)  
Managing Director

#06



Sl.No	Customer Name	Capacity (MW)	Location details
01	M/s Ramabhadra Industries Ltd,	2	Talaricheruvu, Ananthapur district.
02	M/s Idupulapadu Cotton Mills Pvt. Ltd,	2	
03	M/s Srinivasa Cotton & Oil Mills Pvt. Ltd,	2	
04	Viswateja Spinning Mills Ltd,	2	
05	M/s GM Navarra Wind Energy Pvt. Ltd,	2	
	Total	10	

## 2.6 Financing

The Customer shall set up and operate the Project with its own finance. There shall be no financial contribution from NREDCAP.

## 2.7 Applicability of other Laws

The sanction of the Project and its development and operation by the Customer shall be subject to the Indian Electricity Act 2003 the Rules and Regulations made thereunder from time to time; the Regulations and directions of the Andhra Pradesh Electricity Regulatory Commission (APERC); the Policy of the GOAP and NREDCAP as formulated and amended from time to time and all other Applicable Laws.

## 2.4 Regulation of Allotment

The Policy empowers NREDCAP to regulate the allotment of wind generation power projects.

For IDUPULAPADU COTTON MILLS (P) LTD.

For Srinivasa Cotton & Oil Mills Private Limited

*G. S. Sankar*

*K. S. Sankar*

Contd.

AUTHORISED SIGNATORY

For GM Navarra wind Energy Pvt. Ltd.

Director For New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.

Gamesa Wind Turbines Pvt. Ltd.

*M. S. Sankar*  
Authorized Signatory

Vice Chairman & Managing Director

For RAMABHADRA INDUSTRIES PVT. LTD.

For VISWATEJA SPINNING MILLS LIMITED

(P.S.R.L. RAJU)

Chief Executive Officer

*D. V. S. Vanaganna*

Authorised Signature

For IDUPULAPADU COTTON MILLS (P) LTD

*K. Brahma Naidu*  
(K. BRAHMA NAIDU)

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### ARTICLE 3 PERFORMANCE GUARANTEE

The Performance Guarantee submitted by the Developer and renewed from time to time shall be proportionately applicable to this Project and it shall be the responsibility of the Customer to ensure that the Performance Guarantee well before its expiry renewed from time to time and no notice therefor shall be issued by NREDCAP duly complying with the stipulations and conditions specified in Article 5 of the Principal Agreement.

### ARTICLE 4 EFFECT OF PRINCIPAL AGREEMENT

Save except as otherwise and to the extent provided in this Agreement all other terms and conditions of the Principal Agreement including rights, entitlement, obligations and liabilities shall remain the same and binding on the Parties. It is clarified that any extension of time granted by NREDCAP for any particular event in terms of the Principal Agreement shall also be applicable to this Agreement.

### ARTICLE 5 MISCELLANEOUS

#### 5.1 Dispute Resolution

##### (a) Amicable Resolution

Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement including completion or otherwise of the Project between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties

##### (b) Appeal

1. In the event of the Parties not finding an acceptable solution to the dispute(s) within 30(thirty) days, the Customer may appeal to the Chairman of the Board of Directors of NREDCAP whose decision shall be final and binding.

For IDUPULAPADU COTTON MILLS PVT. LTD.

*G. Satyana*

AUTHORISED SIGNATORY

For Srinivasa Cotton & Oil Mills Private Limited

*K. Chandra*

For GM Navarra wind Energy Pvt. Ltd. *Director*

*M. S. S.*

Authorized Signatory

For Gamesa Wind Turbines Pvt. Ltd.

*R. S. S.*

Authorized Signatory

For RAMABHADRA INDUSTRIES PVT. LTD.

*P. S. R. L. Raju*

(P.S.R.L. RAJU)  
Chief Executive Officer

Contd.

For New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.

*atm*

Vice Chairman & Managing Director

For VISWATEJA SPINNING MILLS LIMITED

*D. V. Siva nageshwar*  
Authorized Signature

For IDUPULAPADU COTTON MILLS (P) LTD

*K. Brahma Naidu*  
(K. BRAHMA NAIDU)  
Managing Director

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## 5.2 Governing Law and Jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and the Courts at Hyderabad, Andhra Pradesh State, India shall have jurisdiction over all matters arising out of or relating to this Agreement.

## 5.3 Waiver

(a) Waiver by either Party of any default or any rights under the Agreement by the other Party in the observance and performance of any provision of or obligations or under this Agreement

- iv. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement
  - v. shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
  - vi. shall not affect the validity or enforceability of this Agreement in any manner.
- (b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement

or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

## 5.4 Amendments

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the Agreement among the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by the Parties hereto and evidenced in writing.

For IDUPULAPADU COTTON MILLS PVT. LTD. For Srinivasa Cotton & Oil Mills Private Limited

*G. S. Sankar*

*K. V. Sankar*

AUTHORISED SIGNATORY For New Navarra Wind Energy Pvt. Ltd. Director

For Gamesa Wind Turbines Pvt. Ltd.

*R. L. Prasad*

*H. S. Sankar*

Authorized Signatory

Authorized Signatory

For RAMABHADRA INDUSTRIES PVT. LTD.

*P. S. R. L. Raju*

(P.S.R.L. RAJU)

Chief Executive Officer

Contd.

For New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.

*A. Sankar*

Vice Chairman & Managing Director

For VISWATEJASPINNING MILLS LIMITED

*D. V. Sivanaga Rao*

Authorised Signature

For IDUPULAPADU COTTON MILLS (P) LTD

*K. Brahma Naidu*

(K. BRAHMA NAIDU)  
Managing Director

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**5.5 Exclusion of Implied Warranties etc.**

1. This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in a binding legal agreement executed by the Parties.

**5.6 Indemnity**

The Customer and the Developer hereby undertake and agrees to defend, indemnify and hold harmless the NREDCAP, its officers, employees and consultants from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses, suits, actions and damages arising by reason of bodily injury, death or damages to property sustained by third parties that are caused by an act of negligence or the wilful misconduct of the Customer and/or Developer or by their officer/s, director/s, sub-contractor/s, agent/s or employees.

**5.7 Notices**

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by registered post, hand delivery, recognized national courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

**If to the NREDCAP**

Vice Chairman and Managing Director,  
5-8-207/2, Pishah Complex,  
Nampally, Hyderabad 500 001  
Fax.No.040 23201666, email: info@nedcap.gov.in

**If to the Customer**

1. M/s Ramabhadra Industries Ltd,  
35-9, P.B. No.14, Ramabhadra Complex,  
R.P. Road, Tanuku-534211, West Godavari district.
2. M/s Idupulapadu Cotton Mills Pvt. Ltd,  
Theater Road, Ganapavaram, Nandendla (M), Near Chilakaluripet,  
Guntur district-522619.
3. M/s Srinivasa Cotton & Oil Mills Pvt. Ltd,  
D.No.490, Varagani, Guntur district- 522235.

For Srinivasa Cotton & Oil Mills Private Limited

Contd...

For New & Renewable Energy Development  
Corporation of Andhra Pradesh Ltd.

Gamesa Wind Turbines Pvt. Ltd.

For GM Navarra wind Energy Pvt. Ltd.

Vice Chairman & Managing Director

For VISWATEJA SPINNING MILLS LIMITED

For RAMABHADRA INDUSTRIES PVT. LTD.

For IDUPULAPADU COTTON MILLS, LTD

(P.S.R.L. RAJU)  
Chief Executive Officer

(K. BRAHMA NAIDU)

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4. Viswateja Spinning Mills Ltd,  
Boyapalem, Guntur district-522233.
5. M/s GM Navarra Wind Energy Pvt. Ltd,  
FUTURA, NO.334, Old Mahabalipuram Road  
(Opp to MTL) Sholinganallur,  
Chennai - 600 119

#### If to the Developer

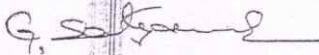
M/s Gamesa Wind Turbines Pvt. Ltd, FUTURA, NO.334,  
Old Mahabalipuram, Road (Opp to MTL) Sholinganallur,  
Chennai - 600 119.

Or such address, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized national courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by facsimile, when transmitted properly addressed to such facsimile number and copy sent by mail. In case of any change in the address, it shall be the responsibility of each party to get such change recorded in relevant records of the other Party/ies and get confirmation to that effect.

#### 5.8 Partial Invalidity / Severability

If for whatever reason, any provision of this Agreement is or become invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentally to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

For IDUPULAPADU COTTON MILLS PVT. LTD.



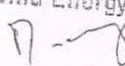
AUTHORISED SIGNATORY

For Srinivasa Cotton & Oil Mills Private Limited



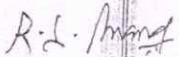
Director

For GM Navarra wind Energy Pvt. Ltd.



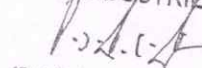
Authorized Signatory

For Gamesa Wind Turbines Pvt. Ltd.



Authorised Signatory

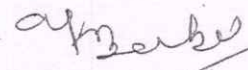
For RAMABHADRA INDUSTRIES PVT. LTD.



(P.S.R.L. RAJU)  
Chief Executive Officer

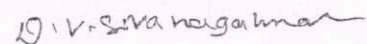
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For New & Renewable Energy Development  
Corporation of Andhra Pradesh Ltd.



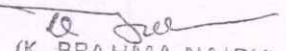
Vice Chairman & Managing Director

For VISWATEJA SPINNING MILLS LIMITED



Authorised Signature

For IDUPULAPADU COTTON MILLS (P) LTD

  
(K. BRAHMA NAIDU)  
Managing Director

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### 5.9 Precedence of Documents

The following documents / agreements between the Parties shall be construed as mutually explanatory to one another provided that in the event of any conflict or repugnancy between them the order of precedence of the documents shall be:

- a) This Agreement, including Schedules and Annexure.
- b) The Principal Agreement.
- c) Letter of Sanction.
- d) Proposals submitted by the Customer and Developer

### 5.10 Counterparts

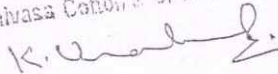
*This Agreement shall be executed in three counterparts on non-judicial papers of Rs.100/- each and registered if required under law at the cost and expense of the Developer which when executed and delivered shall constitute an original of this Agreement.*

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

Signed, Sealed and Delivered

**For and on behalf of Customer by:**

For Srinivasa Cotton & Oil Mills Private Limited



Director

Signature of Authorised Person  
(Seal)

Signed, Sealed and Delivered

**For and on behalf of Customer by:**

For VISWATEJA SPINNING MILLS PVT. LTD.



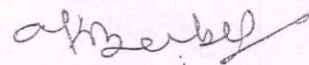
AUTHORISED SIGNATORY

Signature of Authorised Person  
(Seal)

Signed, Sealed and Delivered

**For and on behalf of the NREDCAP**

For New & Renewable Energy Development  
Corporation of Andhra Pradesh Ltd.

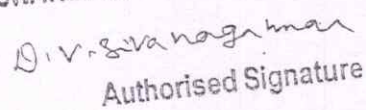


Signature of Authorised Person  
(Seal)

Signed, Sealed and Delivered

**For and on behalf of Customer by**

**For VISWATEJA SPINNING MILLS LIMITED**

  
Authorised Signature

Signature of Authorised Person  
(Seal)

Contd..

**For IDUPULAPADU COTTON MILLS (P) LTD**



(K. BRAHMA NAIDU)  
Managing Director

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Signed, Sealed and Delivered

For and on behalf of Customer by:

For RAMABHADRA INDUSTRIES PVT. LTD.

*P.S.R.L. Raju*  
(P.S.R.L. RAJU)

Chief Executive Officer

Signature of Authorised Person

(Seal)

Signed, Sealed and Delivered

For and on behalf of Customer by:

For GM Navarra wind Energy Pvt. Ltd.

*[Signature]*

Authorized Signatory

Signature of Authorised Person

(Seal)

Signed, Sealed and Delivered

For and on behalf of Developer by

for Gamesa Wind Turbines Pvt. Ltd.

*R.L. Prasad*

Authorised Signatory

Signature of Authorised Person

(Seal)

**Witnesses**

In the presence of

1) Signature

Name

Address

*[Signature]*  
P.V. Ramesh  
B-D, NREDCAP

2) Signature

Name

Address

*[Signature]*  
KARUNA KAR GATTU  
H.NO- 6-3-890, Plat.NO.303  
Fernhill Apt, Somayiguda  
Rejithraam Road, Hyderabad - 500 082

For IDUPULAPADU COTTON MILLS (P) LTD

*[Signature]*

(K. BRAHMA NAIDU)

Managing Director

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ఆంధ్రప్రదేశ్ నూతన మరియు పునరుద్ధరణీయ ఇంధన వనరుల అభివృద్ధి సంస్థ లి.  
New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.

(A State Government Company)  
Regd. Office : # 5-8-207/2, Pishah Complex, Nampally, Hyderabad - 500 001. India.  
Tel : Off : 040-23202391, 23202262. 23203376 Fax : 040-2320 1666  
E-mail : info@nedcap.gov.in, nedcap@ap.nic.in Website : www.nedcap.gov.in



Ref:- NREDCAP/WE/11075/Gamesa/2015

Dt.06.01.2016

To  
M/s Idupulapadu Cotton Mills Pvt. Ltd,  
Theater Road, Ganapavaram,  
Nadendla (M), Near Chilakaluripet,  
Guntur district-522619.

Sirs,

Sub:- Transfer of 2.MW capacity wind farm from wind farm allotment  
from M/s GM Navarra Wind Energy Pvt. Ltd,- Orders issued-  
Reg

- Ref: 1. T.O. Lr. No. NREDCAP/WE/11075/Gamesa/2015, Dt.26.08.2015  
2. Agreement entered on 26.08.2015  
3. Lr.No. GMNWEPL/2MW/TC/WF/CT/NREDCAP/2015-169,  
dated 21.12.2015 of M/s GM Navarra Wind Energy Pvt. Ltd  
4. G.O. Rt No.61, Dt.24-3-2011 of Energy (RES) Dept, GOAP,  
Hyderabad

& & &

In the reference 1<sup>st</sup> cited, 2 MW capacity wind farm project was  
allotted to M/s GM Navarra Wind Energy Pvt. Ltd to set up at Talaricheruvu,  
Ananthapur district.

In the reference 3<sup>rd</sup> cited, M/s GM Navarra Wind Energy Pvt. Ltd, has  
informed that they have decided to develop 2 MW Capacity wind farm project  
at Talaricheruvu, Ananthapur district for M/s Idupulapadu Cotton Mills Pvt.  
Ltd, and requested to transfer the same.

Taking into consideration of Board resolutions of M/s GM Navarra Wind  
Energy Pvt. Ltd & M/s Idupulapadu Cotton Mills Pvt. Ltd, and request of M/s  
GM Navarra Wind Energy Pvt. Ltd, permission is hereby accorded to transfer 2  
MW wind power capacity in favour of M/s Idupulapadu Cotton Mills Pvt. Ltd  
from M/s GM Navarra Wind Energy Pvt. Ltd.

"Energy is Life - Conserve it" For IDUPULAPADU COTTON MILLS(P)LTD

(K. BRAHMA NAIDU)

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M/s Idupulapadu Cotton Mills Pvt. Ltd is requested to enter into agreement with NREDCAP as per the prescribed format (enclosed) within one month from the date of this order. The other terms and conditions of the sanction order issued to M/s GM Navarra Wind Energy Pvt. Ltd. will hold good to this transfer of project of 2 MW capacity to M/s Idupulapadu Cotton Mills Pvt. Ltd.

Thanking you,

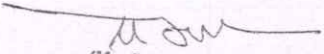
Yours faithfully,  
Sd/-  
VC & Managing Director

Encl:a.a.

Copy to M/s GM Navarra Wind Energy Pvt. Ltd, FUTURA, NO.334, Old Mahabalipuram Road (Opp to MTL) Sholinganallur, Chennai - 600 119  
Copy to Chairman and Managing Director, APSPDCL, Tirupati.  
Copy to the Chief Engineer, IPC, APPCC, AP TRANSCO, Hyderabad.  
Copy to the District Collector, Ananthapuramu District.  
Copy to the Executive Engineer (WD), Anantapur.  
//FBO//

  
PROJECT DIRECTOR (WE)

For IDUPULAPADU COTTON MILLS(P)LTD

  
(K. BRAHMA NAIDU)  
Managing Director

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తెలంగాణ తెలంగాణ TELANGANA

S.No. 81 Date 5.1.16

Sold To M. Raja

S/o. Who D/o M. Roosevelt Plottyd

For Whom GM Navarra wind energy PVT LTD

C 258506

STAMP FOR  
Lic. No. 16-07-12/2015  
# 3-5-121/E/11, Ram Koti,  
Hyderabad-01. Call: 9949507864

## AGREEMENT

THIS AGREEMENT is entered into on the day of 6th January, 2016 at Hyderabad, by and among

(1) New and Renewable Energy Development Corporation of Andhra Pradesh Ltd., (Formerly NEDCAP) a fully owned State Government Company, registered under the Companies Act, 1956, having its office at 5-8-207/2, Pishah Complex, Nampally, Hyderabad 500 001 (India), represented by its Vice Chairman & Managing Director, hereinafter referred to as the **NREDCAP of the FIRST PART,**

AND

(2) M/s Idupulapadu Cotton Mills Pvt. Ltd, a company incorporated under the Companies Act, 1956 having its registered office at Theater Road, Ganapavaram, Nadendla (M), Near Chilakaluripet, Guntur district-522619., represented by its Authorised Signatory Mr. Gandikota Satyanarayana, hereinafter referred to as the 'Customer' of the **SECONDPART.** For IDUPULAPADU COTTON MILLS(P)LTD

Contd...2

For GM Navarra wind Energy Pvt. Ltd.

Authorized Signatory

For IDUPULAPADU COTTON MILLS PVT. LTD.

G. Satyanarayana  
AUTHORISED SIGNATORY

(K. BRAHMA NAIDU)  
Managing Director

For New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.

Vice Chairman & Managing Director

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(3) M/s GM Navarra Wind Energy Pvt. Ltd, the company incorporated under the Companies Act, 1956, having its registered office at FUTURA, NO.334, Old Mahabalipuram Road (Opp to MTL) Sholinganallur, Chennai - 600 119, represented by its Authorised Signatory, Mr. M. Madanagopal, hereinafter referred to as the 'Developer' of the **THIRDPART**.

The NREDCAP, Customer and the Developer are severally referred to as the Party and collectively as Parties.

The expressions 'NREDCAP', 'Customer' and 'Developer' shall unless repugnant to the context or meaning thereof, include respectively their successors, administrators and permitted assignees.

#### WHEREAS,

A. NREDCAP (formerly 'NEDCAP') is the Nodal Agency for approval of Wind Energy Projects upto 40 MW capacity and, therefore, for setting up of Wind Farms in the Potential Areas in the State of Andhra Pradesh as per the guidelines of the Ministry of New and Renewable Energy (MNRE), Government of India and also the guidelines under the New Wind Power Policy of the Government of Andhra Pradesh (GOAP) notified through GO MS No.9, of Energy, Infrastructure, & Investment (PR.II) Department, Dated 13-02-2015 (hereinafter called the 'Policy') as well. For the projects with more than 40 MW capacity, the GOAP grants clearance on the recommendations of NREDCAP. The Policy, inter-alia, aims at encouraging optimum utilization of the available wind power potential in the State by facilitating adoption of state of art technology through private participation, balancing the interest of the customers and the developers, permitting the developers for using the power produced for captive consumption or making sale to a third party or to DISCOMs as per the guidelines under the Policy, and the Indian Electricity Act 2003 and the rules and regulations made and the directions issued by GOAP there under. Under the Policy the Developer is also eligible for certain incentives and concessions. As per the existing Policy guidelines of NREDCAP, where the Developer is a manufacturer or supplier, such Developer can transfer the capacities allotted to it to any customer provided prior approval of NREDCAP stipulating such of the terms and conditions as it considers necessary and appropriate is obtained.

B. The Third Parties was earlier sanctioned 2 MW Wind Power Projects to be set up at Talaricheruvu site, Anantapur District and accordingly an Agreement was entered between NREDCAP and the Developers as given in following table, hereinafter referred as the '**Principal Agreement**' containing the terms and conditions thereof. Para 2 of the Principal Agreement enables development of the wind power projects by the Developer for customers/users.

For IDUPULAPADU COTTON MILLS (P) LTD

Contd...3

(K. BRAHMA NAIDU)

Managing Director

For New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.

or GM Navarra Wind Energy Pvt. Ltd

For IDUPULAPADU COTTON MILLS PVT. LTD.

Authorized Signatory

AUTHORISED SIGNATORY

Vice Chairman & Managing Director

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Sl. No	Company Name	Proceedings No. & Agreement Date	Capacity Sanctioned
1	M/s GM Navarra Wind Energy Pvt. Ltd	Sanction Proceedings No. NREDCAP/WE/11075/Gamesa/2015, Dt. 26-08-2015 Agreement Date: 26.08.2015	2.00 MW
<b>Total</b>			<b>2.00 MW</b>

C. The Third Parties through their Letter No. GMNWEPL/2MW/TC/WF/CT/NREDCAP/2015-169, dated 21.12.2015 informed that they have received orders from the following companies as per the details given below, hereinafter referred to as the 'Project', duly conveying its no objection and consent for transfer of the Project in the name of the Second Party being its customer from the existing capacity sanctioned..

Sl No	Customer Name	Capacities transferred from	Capacities transferred	Site Name
1	M/s Idupulapadu Cotton Mills Pvt. Ltd,	M/s GM Navarra Wind Energy Pvt. Ltd.	2.00	Talaricheruvu of Anantapur District
<b>Total</b>			<b>2.00</b>	

The Second Party has also submitted a Letter No. CMPL/WTG2/2015-16/005, Dated: 08.12.2015 expressing its interest to set up the Project with a request to transfer the Project.

D. After due consideration of the proposals under (B) above, the First Party, through its Letter No. NREDCAP/WE/11075/Gamesa/2015, Dated 06.01.2016 granted permission for the transfer of the Project stipulating the terms and conditions therefore and for entering into this Agreement. The Second Party having complied with the conditions of the said permission letter of NREDCAP requested for execution of this Agreement. IDUPULAPADU COTTON MILLS (P) LTD

For GM Navarra Wind Energy Pvt. Ltd,

Authorized Signatory

For IDUPULAPADU COTTON MILLS PVT. LTD.

AUTHORIZED SIGNATORY

(K. BRAHMA RAO)

Managing Director  
For New & Renewable Energy Development  
Corporation of Andhra Pradesh Ltd.

Vice Chairman & Managing Director



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NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

## ARTICLE 1 DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Agreement, the words and expressions, unless and otherwise defined or described herein, shall, unless repugnant to the context or meaning thereof, have the meaning assigned in the Andhra Pradesh Electricity Reforms Act 1998 (APERCA Act), the Indian Electricity Act 2003 and GO. MS. No. GO MS. No. 9, of Energy, Infrastructure, & Investment (PR.II) Department, Dated 13.02.2015 or in the Principal Agreement appended hereto.

### 1.2 Public Interest

The sanction, development, operation and maintenance of the Project is in public interest.

### 1.3 Essence of Time

As the Project Implementation is as per a pre-decided time schedule, the Customer shall ensure that the Project is executed within the Project Implementation Period.

## ARTICLE 2 GRANT OF ALLOTMENT

### 2.1 Transfer of Sanctioned Capacity

Subject to and in accordance with the terms and conditions set forth in this Agreement and the Principal Agreement; and the Customer undertaking to observe and perform the covenants, obligations, responsibilities, terms and conditions of this Agreement and the Principal Agreement as well NREDCAP hereby sanctions transfer of 2 MW capacity wind power out of 2 MW Wind Power Project earlier sanctioned to the Developer, to and in the name of the Customer for setting up of the Project as per the following table for generation of 2 MW capacity of Wind Power for captive use/sale of power to AP TRANCO.

Sl.No.	Customer Name	Capacity (MW)	Site details
1	M/s Idupulapadu Cotton Mills Pvt. Ltd,	2.00 MW	Talaricheruvu of Anantapur District
	<b>Total :</b>	<b>2.00 MW</b>	

### 2.2 Financing

The Customer shall set up and operate the Project with its own finance. There shall be no financial contribution from NREDCAP.

For IDUPULAPADU COTTON MILLS (P) LTD  
Contd...5

GM Navarra Wind Energy Pvt. Ltd

Authorized Signatory

For IDUPULAPADU COTTON MILLS PVT. LTD.

G. S. S. S. S.  
AUTHORISED SIGNATORY

(K. BRAHMA NAidu)  
Managing Director  
For New & Renewable Energy Development  
Corporation of Andhra Pradesh Ltd.

Vice Chairman & Managing Director

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**2.10 Applicability of other Laws**

The sanction of the Project and its development and operation by the Customer shall be subject to the Indian Electricity Act 2003 the Rules and Regulations made there under from time to time; the Regulations and directions of the Andhra Pradesh Electricity Regulatory Commission (APERC); the Policy of the GOAP and NREDCAP as formulated and amended from time to time and all other Applicable Laws.

**2.4 Regulation of Allotment**

The Policy empowers NREDCAP to regulate the allotment of wind generation power projects.

**ARTICLE 3****PERFORMANCE GUARANTEE**

The Performance Guarantee submitted by the Developer and renewed from time to time shall be proportionately applicable to this Project and it shall be the responsibility of the Customer to ensure that the Performance Guarantee well before its expiry renewed from time to time and no notice there for shall be issued by NREDCAP duly complying with the stipulations and conditions specified in Article 5 of the Principal Agreement.

**ARTICLE 4****EFFECT OF PRINCIPAL AGREEMENT**

Save except as otherwise and to the extent provided in this Agreement all other terms and conditions of the Principal Agreement including rights, entitlement, obligations and liabilities shall remain the same and binding on the Parties. It is clarified that any extension of time granted by NREDCAP for any particular event in terms of the Principal Agreement shall also be applicable to this Agreement.

**ARTICLE 5  
MISCELLANEOUS****5.1 Dispute Resolution****(a) Amicable Resolution**

Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement including completion or otherwise of the Project between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties

For IDUPULAPADU COTTON MILLS (P) LTD

Contd...6

(K. BRAHMA NAIDU)  
Managing Director

For GM Navarra Wind Energy Pvt. Ltd.

Authorized Signatory

For IDUPULAPADU COTTON MILLS PVT. LTD.

AUTHORISED SIGNATORY

For New & Renewable Energy Development  
Corporation of Andhra Pradesh Ltd.

Vice Chairman & Managing Director

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**(b) Appeal**

2. In the event of the Parties not finding an acceptable solution to the dispute(s) within 30(thirty) days, the Customer may appeal to the Chairman of the Board of Directors of NREDCAP whose decision shall be final and binding.

**5.2 Governing Law and Jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and the Courts at Hyderabad, Andhra Pradesh State, India shall have jurisdiction over all matters arising out of or relating to this Agreement.

**5.3 Waiver**

(a) Waiver by either Party of any default or any rights under the Agreement by the other Party in the observance and performance of any provision of or obligations or under this Agreement

i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement

ii. shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and

iii. shall not affect the validity or enforceability of this Agreement in any manner.

(b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation there under nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

**5.4 Amendments**

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the Agreement among the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by the Parties hereto and evidenced in writing.

For IDUPULAPADU COTTON MILLS (P) LTD

(K. BRAHMA NAIDU)  
Managing Director

Contd...7

or GM Navarra Wind Energy Pvt. Ltd.

Authorized Signatory

For IDUPULAPADU COTTON MILLS PVT. LTD.

G. Subbarao  
AUTHORIZED SIGNATORY

For New & Renewable Energy Development  
Corporation of Andhra Pradesh Ltd.

Vice Chairman & Managing Director



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**5.5 Exclusion of Implied Warranties etc.**

1. This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in a binding legal agreement executed by the Parties.

**5.6 Indemnity**

The Customer and the Developer hereby undertake and agrees to defend, indemnify and hold harmless the NREDCAP, its officers, employees and consultants from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses, suits, actions and damages arising by reason of bodily injury, death or damages to property sustained by third parties that are caused by an act of negligence or the wilful misconduct of the Customer and/or Developer or by their officer/s, director/s, sub-contractor/s, agent/s or employees.

**5.7 Notices**

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by registered post, hand delivery, recognized national courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

**If to the NREDCAP**

Vice Chairman and Managing Director,  
5-8-207/2, Pishah Complex,  
Nampally, Hyderabad 500 001  
Fax.No.040 23201666, email: [info@nedcap.gov.in](mailto:info@nedcap.gov.in)

**If to the Customer**

M/s Idupulapadu Cotton Mills Pvt. Ltd,  
Theater Road, Ganapavaram,  
Nadendla (M), Near Chilakaluripet,  
Guntur district-522619,  
Phone: 08647-253860, 253444

**If to the Developer**

M/s GM Navarra Wind Energy Pvt. Ltd,  
FUTURA, NO.334, Old Mahabalipuram Road  
(Opp to MTL) Sholinganallur, Chennai - 600 119.  
Phone: 080-42074214

For IDUPULAPADU COTTON MILLS (P) LTD

(K. BRAHMA NAIDU)  
Managing Director

Contd...8

for GM Navarra wind Energy Pvt. Ltd.

Authorized Signatory

For IDUPULAPADU COTTON MILLS PVT. LTD.

G. Subramanian  
AUTHORISED SIGNATORY

For New &amp; Renewable Energy Development Corporation of Andhra Pradesh Ltd.

Vice Chairman &amp; Managing Director

151





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:: 8 ::

Or such address, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized national courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by facsimile, when transmitted properly addressed to such facsimile number and copy sent by mail. In case of any change in the address, it shall be the responsibility of each party to get such change recorded in relevant records of the other Party/ies and get confirmation to that effect.

### 5.8 Partial Invalidity / Severability

If for whatever reason, any provision of this Agreement is or become invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentally to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

### 5.9 Precedence of Documents

The following documents / agreements between the Parties shall be construed as mutually explanatory to one another provided that in the event of any conflict or repugnancy between them the order of precedence of the documents shall be:

- This Agreement, including Schedules and Annexure.
- The Principal Agreement.
- Letter of Sanction.
- Proposals submitted by the Customer and Developer

### 5.10 Counterparts

This Agreement shall be executed in three counterparts on non-judicial papers of Rs.100/- each and registered if required under law at the cost and expense of the Developer which when executed and delivered shall constitute an original of this Agreement

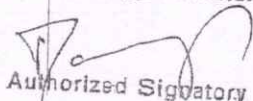
For IDUPULAPADU COTTON MILLS (P) LTD



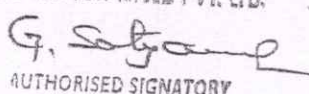
(K. BRAHMA NAIDU)  
Managing Director

Contd...9

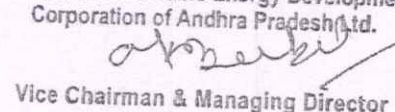
For GM Navarra Wind Energy Pvt. Ltd.

  
Authorized Signatory

For IDUPULAPADU COTTON MILLS PVT. LTD.

  
AUTHORISED SIGNATORY

For New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.

  
Vice Chairman & Managing Director

100



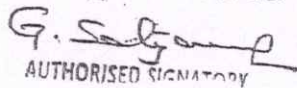
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IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED  
THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

Signed, Sealed and Delivered  
For and on behalf of Customer by:

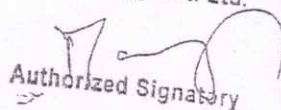
For IDUPULAPADU COTTON MILLS PVT. LTD.

  
AUTHORIZED SIGNATORY

Signature of Authorized Person  
(Name)  
(Designation)  
(Seal)

Signed, Sealed and Delivered  
For and on behalf of Developer by

For GM Navarra wind Energy Pvt. Ltd.

  
Authorized Signatory

Signature of Authorized Person  
(Name)  
(Designation)  
(Seal)

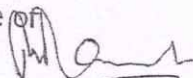
#### Witnesses

In the presence of

1) Signature

Name


Address

  
P.V. Ramiah  
P.O., NREDCAP, Hyd.

2) Signature

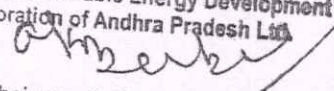
Name

Address

  
M. RAJA  
Ganesa  
Somajiguda, Hyd.

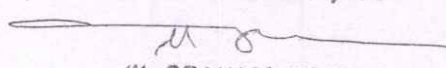
Signed, Sealed and Delivered  
For and on behalf of the NREDCAP

For New & Renewable Energy Development  
Corporation of Andhra Pradesh Ltd.

  
Vice Chairman & Managing Director

Signature of Authorized Person  
(Name)  
(Designation)  
(Seal)

For IDUPULAPADU COTTON MILLS (P) LTD

  
(K. BRAHMA NAIDU)  
Managing Director



ccc

# 223

## SOUTHERN POWER DISTRIBUTION COMPANY OF A.P LIMITED

From  
The Divisional Engineer  
Operation Division,  
APSPDCL, Gooty.

To  
M/s Idupulapadu Cotton Mills Pvt. Ltd.  
Cinema Theatre Road, Ganapavaram,  
Nadendla Mandalam, Near Chilakaluripet,  
Guntur Dist., A.P.-522 619.

Lr. No DE/O/GTY/Tec. /F.No.Gamesa/D.No.634/16 Dt 25.02.2016.

### COMMISSIONING CERTIFICATE

This is to certify that 1 X 2 MW = 2 MW Wind Electric Generator of M/s Idupulapadu Cotton Mills Pvt. Ltd., at Bhogasamudram(V), Tadipatri(M), Anantapur(D), Andhra Pradesh, with associated to electrical equipment's interconnecting the wind farm with APSPDCL grid through 33/11KV Substation at Bhogasamudram(V), Tadipatri(M), has been commissioned on 20-02-2016.

This Certificate is issued as per the approval accorded by Chief Electrical Inspector to the Government of Andhra Pradesh Vide

1) Lr.No.CEIG/Tech/HT/ATP-190/D.No.256/16. Dated: 12/02/2016.

The Location Details are as follows:

Sl. No	Name of the Customer	Capacity	Location Details	Survey Numbers	Commissioning Date
1.	M/s Idupulapadu Cotton Mills Pvt. Ltd. Cinema Theatre Road, Ganapavaram, Nadendla Mandalam, Near Chilakaluripet, Guntur Dist., A.P.-522 619.	1X2MW=2MW	GT-01	1260	20-02-2016.

Divisional Elecl. Engineer  
Operation::Gooty.

Copt Submitted to for kind information:-

The Chief General Manager/P&MM IPC/Corporate office/APSPDCL/Tirupathi.

The Chief Engineer (IPC)/APTRANSCO/Vidut Soudha/Hyderabad.

The Superintending Engineer/Operation/APSPDCL/Anantapur.

800



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SOUTHERN POWER DISTRIBUTION COMPANY OF A.P LIMITED

From  
The Divisional Engineer  
Operation Division,  
APSPDCL, Gooty.

To  
M/s Idupulapadu Cotton Mills Pvt. Ltd.  
Cinema Theatre Road, Ganapavaram,  
Nadendla Mandalam, Near Chilakaluripet,  
Guntur Dist., A.P.-522 619.

Lr. No DE/O/GTY/Tec. /F.No.Gamesa/D.No.35/16 Dt.25.02.2016.

COMMISSIONING CERTIFICATE


This is to certify that 1 X 2 MW = 2 MW Wind Electric Generator of M/s Idupulapadu Cotton Mills Pvt. Ltd., at Bhogasamudram(V), Tadipatri(M), Anantapur(D), Andhra Pradesh, with associated to electrical equipment's interconnecting the wind farm with APSPDCL grid through 33/11KV Substation at Bhogasamudram(V), Tadipatri(M), has been commissioned on 19-02-2016.

This Certificate is issued as per the approval accorded by Chief Electrical Inspector to the Government of Andhra Pradesh Vide

1) Lr.No.CEIG/Tech/HT/ATP-190/D.No.256/16. Dated: 12/02/2016.

The Location Details are as follows:

Sl. No	Name of the Customer	Capacity	Location Details	Survey Numbers	Commissioning Date
1	M/s Idupulapadu Cotton Mills Pvt. Ltd. Cinema Theatre Road, Ganapavaram, Nadendla Mandalam, Near Chilakaluripet, Guntur Dist., A.P.-522 619.	1X2MW=2MW	GT-06	1265	19-02-2016.

  
 Divisional Elect. Engineer  
 Operation::Gooty.

Copt Submitted to for kind information:-

The Chief General Manager/P&MM IPC/Corporate office/APSPDCL/Tirupathi.

The Chief Engineer (IPC)/APTRANSCO/Vidut Soudha/Hyderabad.

The Superintending Engineer/Operation/APSPDCL/Anantapur.

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भारतीय गैर न्यायिक  
एक सौ रुपये  
Rs. 100  
ONE  
HUNDRED RUPEES  
रु. 100  
सत्यमेव जयते  
भारत INDIA  
INDIA NON JUDICIAL

PEW  
BY 008056

L. No. 2062 Date 14-9-2016  
 o Whom Mr. P. K. Srinivasan  
 o To whom Mr. P. K. Srinivasan

PULLAGURA ELISHA RAJU  
 Licensed Stamp Vender  
 L.No. 05-21-09/2016  
 09-21-09/2013  
 CHILAKALURIPET - 522 616  
 Cell No. 8519863061

THIS OPEN ACCESS AGREEMENT is entered into as of this 14<sup>th</sup> day of September 2016.

**BETWEEN:**

**SOUTHERN POWER DISTRIBUTION COMPANY OF ANDHRA PRADESH LIMITED**, a company organized and existing under the laws of India with its registered office at **Raghavendra Nagar, Kesavayanagunta, Tiruchanoor Road, Tirupati-517501, Andhra Pradesh** (hereinafter referred to as "APSPDCL" which expression shall unless repugnant to the subject or context, means and includes its successors and assignees), represented by Chief General Manager (P & MM & IPC), APSPDCL as party of the first part:

AND M/s. Idupulapadu Cotton Mills (P) Ltd, a generating company/ consumer having his premises located at Bhogasamudram(V), Tadipatri (M), Ananthapur (Dist) a registered partnership firm / a company incorporated and existing under the laws of Companies Act, 1956 having its principal office at Cinema Theatre Road, Ganapavaram, Nadendla (M), Near Chilakaluripet, Guntur(Dist), Andhra Pradesh-522619,

For IDUPULAPADU COTTON MILLS PVT. LTD.

G. Salyer

AUTHORISED SIGNATORY

CHIEF GENERAL MANAGER

P & ME & IEG Page 1 of 27

APSPDCL : TIRUPATI



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(hereinafter referred to as "Open Access User" which expression shall unless repugnant to the subject or context, means and includes its successors and assignees) as party of the second part: **M/s. Idupulapadu Cotton Mills (P) Ltd.**

**WHEREAS:**

APSPDCL, pursuant to grant of license by the Andhra Pradesh Electricity Regulatory Commission, is engaged in the business of distribution of electricity in the State of Andhra Pradesh, for the areas specified in the license for distribution:

Open Access User is a generating company / consumer engaged in the business of Wind Generation and is desirous of availing the Transmission and Wheeling Services offered by APTRANSCO and APDISCOM from **M/s. Idupulapadu Cotton Mills(P) Ltd, Wind Generators 1&2** (HT Sc.No. ATP-666 & ATP-667) located at **Bhogasamudram(V), Tadipatri (M), Ananthapur (Dist)** at **33 KV level** in APSPDCL area to **M/s. Idupulapadu Cotton Mills (P) Ltd, HTSC No.GNT-589 at Ganapavaram(V), Nadendla (M), Guntur Dist, at 33KV level in APSPDCL area** for a period up to **07.04.2041.**

The Open Access User had filed an application date : 21.04.2016 with the Nodal Agency for grant of Open Access for a contracted capacity of **2+2 =4MW (Wind Generations)** from the **power plant of M/s. Idupulapadu Cotton Mills(P) Ltd** and the same has been accepted, in the manner provided under the Andhra Pradesh Electricity Regulatory Commission (Terms and Conditions of Open Access) Regulation, 2005 (No. 2 of 2005); hereinafter referred to as the Regulation.

Now, therefore, in consideration of the foregoing premises and their mutual covenants set forth herein and subject to the Regulation, the parties hereto agree as follows:

For IDUPULAPADU COTTON MILLS PVT. LTD.

*G. Sathya*  
AUTHORISED SIGNATORY

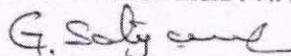
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CHIEF GENERAL MANAGER  
P & MM & IPC  
APSPDCL :: TIRUPATI



Article 1DEFINITIONS

1. In this Agreement, unless the context otherwise requires:
  - (a) "Act" means the Electricity Act, 2003:
  - (b) "AP Grid Code" means the Code of Technical Interface of Andhra Pradesh, as approved by the Commission and amended from time to time:
  - (c) "Commission" means the Andhra Pradesh Electricity Regulatory Commission:
  - (d) "Central Electricity Regulatory Commission" or "CERC" means the Commission constituted and empowered under Section 76(1) and other applicable provisions of the Act:
  - (e) "Contracted Capacity" in the context of open access for supply to consumers means the capacity contracted in megawatts (MW) or kilowatts (kW) or kilo volt ampere (kVA) for transmission and / or wheeling to a consumer under open access:
  - (f) "Distribution Code" means the Distribution Code for the State of Andhra Pradesh as approved by the Commission from time to time:
  - (g) "Effective date" shall mean the date upon which the Parties execute this Agreement:
  - (h) "Entry Point" means a point at which electricity is injected into the electricity transmission network or the electricity distribution network:
  - (i) "Exit Point" means a point at which electricity is drawn from the electricity transmission network or the electricity distribution network:
  - (j) "Invoice" means the main Invoice and Supplemental Invoice as defined in Article 5 of this Agreement:
  - (k) "Inter-State transmission system" means Inter-state transmission system as defined in the Act.
  - (l) "Nodal Agency" means the Nodal Agency as defined in the Clause 5 of the Regulation:

For IDUPULAPADU COTTON MILLS PVT. LTD.

G. Sathy 

AUTHORISED SIGNATORY

CHIEF GENERAL MANAGER  
P & MM & IPC  
APSPDCL :: TIRUPATI

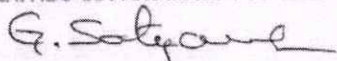



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- (m) "Regulation" means the Andhra Pradesh Electricity Regulatory Commission (Terms and Conditions of Open Access) Regulation, 2005 (No. 2 of 2005)
- (n) "Scheduled Consumer": Means the consumer of the Open Access User who also has a subsisting agreement with the APDISCOM for supply to meet a part of his requirement.
- (o) "Transmission Service" shall mean provision, supply or conveyance of electricity by means of cables and / or overhead lines, together with any step-up and step-down transformers, switch-gear and other works necessary to and used for the control of such cables or overhead lines, and such buildings or part thereof as may be required to accommodate such transformers, switch-gear and other works and such other related services as may be provided by APTRANSCO from time to time.
- (p) "User" or "Open Access User" means a person, other than a Short-term User, as defined in the Regulation, using or intending to use the transmission system and / or the distribution system of the licensees in the State for receiving supply of electricity from a person other than the distribution licensee of his area of supply, and the expression includes a generating company and licensee.
- (q) "Wheeling Service" means the operations whereby the distribution system of APDISCOM along with the associated facilities of a transmission licensee or otherwise as the case may be, are used by another person for conveyance of electricity on payment of charges determined by the Commission from time to time.

Words and expressions used and not defined in this Agreement but defined in the Act shall have the meanings as assigned to them in the Act, and in the absence thereof, shall have the same meaning as commonly understood in the electricity supply industry.

For IDUPULAPADU COTTON MILLS PVT. LTD.

  
AUTHORISED SIGNATORY

  
CHIEF GENERAL MANAGER  
P & MM & IPC  
APSPDCL :: TIRUPATI



Article 2PROCEDURE FOR AVAILING TRANSMISSION AND WHEELING SERVICES.

- 2.1 Prior to receiving Transmission and Wheeling Service from APTRANSCO and / or APDISCOM, the Open Access User agrees and undertakes to follow and comply with the procedures for availing Transmission and Wheeling Services provided in the Regulation and / or specified by the Nodal Agency as empowered and authorised under the Act or the Regulations thereunder..
- 2.2 The Open Access User further agrees and undertakes inter alia, to comply with:
- (a) The technical requirements and infrastructure / equipment standards prescribed by APTRANSCO and APDISCOM, including applicable provisions of the AP Grid Code, the Distribution Code and any other applicable guidelines, as may be specified by the Commission from time to time and as may be necessary in order to entitle the Open Access User to avail Transmission and Wheeling Services.
  - (b) Such payment security mechanism/instrument for availing Transmission and Wheeling Services as prescribed under Article 5 of this Agreement and as modified from time to time:
  - (c) Any other technical, or operational criteria prescribed by APTRANSCO and / or APDISCOM as approved by the Commission from time to time:
  - (d) Any requirement to furnish evidence to the effect that the Open Access User has the requisite approvals and clearances from the Nodal Agency or otherwise, that are necessary to avail Transmission and Wheeling Services.
  - (e) In case the Open Access User is a generator located within the state of Andhra Pradesh, the Open Access User may avail start-up power, for which it shall enter into a separate agreement with the concerned APDISCOM.
  - (f) The Open Access User shall ensure that the Open Access Consumers maintain a Power Factor not less than 0.9 lag failing which the Open Access Consumer shall pay a Power Factor Surcharge levied in the monthly bills as per APDISCOM's rules in force and recover from the Open Access Consumers. In respect of Scheduled Consumers the bill will be rendered by the APDISCOM to them and charges collected

For IDUPULAPADU COTTON MILLS PVT. LTD.

G. Sagar

AUTHORISED SIGNATORY

CHIEF GENERAL MANAGER

Page 5 of 27  
P & MM & IPC

APSPDCL :: TIRUPATI



Similarly, Open Access User shall also maintain Power Factor of the Electricity delivered for transmitting / wheeling at 0.9 as per the reading taken from export meters at Interconnection Point, failing which the Open Access User shall pay Power factor surcharge as applicable to the Open Access Consumer.

- (g) The APDISCOM shall not be obligated to disconnect the supply of power to any of the Scheduled Consumers for any failure on their part to comply with the terms and conditions of any agreements between the Open Access User and Scheduled Consumers. In respect of Open Access Consumers the Open Access User would initiate necessary action as per the terms of agreement between them, without any reference to APTRANSCO / APDISCOM. Notwithstanding the above, the Open Access User shall be responsible for payment obligations as provided in this Agreement for the Contracted Capacity.
- 2.2.1 Subject to conditions specified in the Regulation, the Open Access User agrees not to transfer his contracted capacity to any other customer or User.
- 2.3 Notwithstanding anything contained herein, in the event the APTRANSCO and / or APDISCOM is required to construct or augment any electrical plant or line in order to extend Transmission and Wheeling Services to the Open Access User, APTRANSCO and / or APDISCOM may recover such expenditure in terms of Regulations/Orders issued by the Commission in this behalf from time to time
- 2.4 In case of utilization of inter-state transmission system in addition to the intra-state transmission system and / or distribution system by the Open Access User, it agrees to pay the inter-state transmission charges and/or wheeling charges, as approved by CERC from time to time in addition to transmission charges and/or wheeling charges-payable for the use of intra-state system as approved by the Commission.
- 2.5 Scheduling and system operation charges (also called as SLDC charges) shall be payable by the Open Access User/Generators and Licensees using the services of SLDC. Such charges shall be governed by the relevant regulations or orders issued by the Commission from time to time.

For IDUPULAPADU COTTON MILLS PVT. LTD.

*G. S. S. S.*

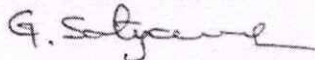
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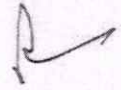
*[Signature]*  
CHIEF GENERAL MANAGER  
P & MM & IPC  
APSPDCL :: TIRUPATI



- 2.6 The Open Access User shall pay the charges payable under this Agreement from the date of Commencement of open access specified in the Schedule I, regardless of whether or not such open access is used on and from that date, except if the failure to use such open access is due to the default of the APTRANSCO and/ or APDISCOM.
- 2.7 In the event of Open Access User's surrender of whole or part of contracted capacity, or reduction / cancellation of the capacity allotted to the User as per clause 15.1 or 15.2 of the Regulation, the Open Access User shall pay all charges, including compensatory charges in the manner specified in the Regulation.

For IDUPULAPADU COTTON MILLS PVT. LTD.

  
AUTHORISED SIGNATORY

  
CHIEF GENERAL MANAGER  
P & MM & IPC  
APSPDCL :: TIRUPATI

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Article 3

TRANSMISSION AND WHEELING SERVICES

- 3.1 Subject to the provisions of the Regulation and on such terms and conditions herein agreed, APTRANSCO and APDISCOM agree and undertake to provide Transmission and Wheeling Services to the Open Access User, as described and arranged in Schedule I hereto, on payment of transmission and wheeling charges, and any other applicable charges, as specified by the Commission.
- 3.2 The criteria for allotment of capacity shall be as specified in the Clause 9 of the Regulation. In case of insufficient spare capacity / congestion the allocations shall be done as per Clause 9.3.1 of the Regulation.
- 3.3 In the event the Open Access User expects to underutilize the capacity contracted under open access, the Open Access User may surrender a part of the capacity subject, however, to an advance notice of 15 days , along with an explanation for such underutilization.
- 3.4 In the event of underutilization of the capacity contracted by the Open Access User, which, if made available, could be used to meet requirements of other applicant (s), the State Transmission Utility in its capacity as the Nodal Agency, on the advice of APTRANSCO and / or on the advice of APDISCOM may consider reduction or cancellation of the capacity allocated to the Open Access User notwithstanding the Article 15 of this agreement.

Provided that the APTRANSCO / APDISCOM shall not approach Nodal Agency for such reduction / cancellation of the capacity allocated without first issuing a notice in writing of at least 15 days, in advance to the concerned Open Access User, to enable the concerned Open Access User to file his objections if any.

For IDUPULAPADU COTTON MILLS PVT. LTD.

*G. Satyanarayanan*  
AUTHORISED SIGNATORY

*[Signature]*  
CHIEF GENERAL MANAGER  
P & MM & IPC  
APSPDCL :: TIRUPATI



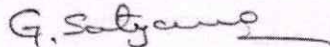
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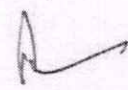
Article 4

TERM OF AGREEMENT

- 4.1 This Agreement shall be in force from the effective date up to 30.04.2025 subject to modification as per Article 3.3 and 3.4 herein.
- 4.2 The parties may renew this Agreement for a further term of two years or more without the requirement of a fresh open access application, on receipt of at least three (3) months' notice from the Open Access User and the Nodal Agency, before the expiry of the Agreement.
- 4.3 It is agreed that in the event no notice is provided by the Open Access User, such Open Access User shall forgo his right over the allotted capacity.
- 4.4 The User shall have the flexibility to change entry and/or exit points twice a year subject to the provisions of the Regulation

For IDUPULAPADU COTTON MILLS PVT. LTD.

  
AUTHORISED SIGNATORY

  
CHIEF GENERAL MANAGER  
P & MM & IPC  
APSPDCL :: TIRUPATI

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Article 5

INVOICE AND PAYMENTS

- 5.1 For Transmission and Wheeling Services provided to the Open Access User under this Agreement, the APDISCOM will charge and bill the Open Access User for all charges as specified in clause 17 of the regulation as applicable and the Open Access User will pay APDISCOM in accordance with the rates / charges specified by the Commission or the Nodal Agency (in case of congestion) from time to time, on the basis of the settlement statement determined in accordance with the Balancing and Settlement Code approved by the Commission as amended from time to time. In the event of the usage of the transmission system of APTRANSCO along with the distribution system of the APDISCOM by the Open Access User, the APDISCOM shall pass on the appropriate charges to APTRANSCO within 15 days of the receipt of the charges by the APDISCOM, in accordance with Clause 18 of the Regulation.
- 5.2 Notwithstanding anything contained in Article 5.1 above, in the event the contracted capacity of the Open Access User has been accommodated through a congested corridor of the network, the Open Access User then will pay charges as provided in Clause 9.3.1 of the Regulation.

Invoice:

- 5.3 APDISCOM shall provide to the Open Access User an Invoice based on the following:
- (a) Meter reading taken pursuant to Article 7 herein and in accordance with Clauses 18.5 and 18.6 of the Regulation and the Balancing and Settlement Code.
- (b) The charges / tariff determined by the Commission from time to time, in accordance with the provisions of the Act and applicable regulations.
- 5.4 The periodicity of the invoice will be monthly.

Supplementary Invoice:

- 5.5 Any amount due to APTRANSCO or APDISCOM under this Agreement other than the amount set out under the Invoice

For IDUPULAPADU COTTON MILLS PVT. LTD.

G. Salyani

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CHIEF GENERAL MANAGER

Page 10 P & MM & IPC

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shall be payable within 15 (fifteen) days from the date of presentation of a Supplementary Invoice to the User.

The Supplementary Invoice will include, but not be limited to the following:

- (a) statutory duties, taxes, cess, levies, royalty, etc;
  - (b) any claim of Government of India, State Government, local authorities, or bodies etc.
  - (c) any other claim admissible under this agreement.
- 5.6 Each monthly Invoice shall be payable by Open Access User in accordance with this Agreement on or before the due date indicated in such invoice, which will be 15 (fifteen) days from the date of presentation of Invoice to the Open Access User.
- 5.7 Payment of Invoice and Supplementary Invoice shall be made on or before the due date either by (a) bank draft or (b) through irrevocable revolving letter of credit, issued by a public sector bank.

Payment Security Mechanism:

- 5.8 The Payment Security Mechanism specified hereunder is intended to ensure recovery of the applicable payments in case of a payment default and not as a mechanism for regular payments.

The Open Access User shall as a payment security, deposit with the APDISCOM in advance, in cash or by means of a demand draft issued by a scheduled Bank, an amount equal to estimated billing based on the appropriate charges, including transmission and wheeling charges and any other applicable charges, as specified under this Agreement, and as determined by the Commission from time to time, and notified in the relevant Tariff Order or otherwise, and as per the conditions stipulated therein, payable by the User to the APDISCOM (invoicing agency) for a period of two months.

- 5.9 The APDISCOM shall also be entitled to security from the Open Access Consumer/Generating Company for the imbalance in supply and consumption of electricity equivalent to the number of days for which the agreement is entered into, subject to a maximum of ten days, the cost of supply for electricity wheeled using the distribution system of the APDISCOM in accordance with the Act, the APDISCOM's General Terms and Conditions of Supply and this agreement. This security can be provided by

For IDUPULURADDI COTTON MILLS PVT. LTD.

*G. S. Srinivas*  
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the Open Access Consumer/Generating Company in the form of advance deposit of required amount or by opening an irrevocable Letter of Credit having validity for the agreement period.

Provided that such security shall be for enabling the APDISCOM to give supply of electricity to consumers of such Open Access Generator in the event of unforeseen disruption or termination of supply by such Open Access Generators on account of bankruptcy, insolvency or for any other reason.

Provided further that in the event of unforeseen disruption or termination of supply by the Open Access Generator, the APDISCOM shall arrange to continue supply to consumers of such Open Access Generator until such time security is exhausted or alternative arrangements for supply have been entered into, whichever is earlier.

Also provided, in the event that the energy was injected into the Transmission/Distribution network by the OA Generator, but could not be delivered to the Scheduled/OA consumer due to network breakdown and was consumed by the distribution licensee, the licensee in whose area the breakdown has occurred, shall pay to the OA Generator/Consumer the equivalent energy charges at the rate of its average power purchase cost during the month.

The LC shall be opened prior to the commencement of open access transaction and shall be valid for the entire duration of the transaction. Failure to provide the LC as mentioned in referred Articles 5.7 & 5.9 herein above shall entail forfeiture of the allotment of capacity and APTRANSCO / APDISCOM shall not be obliged to commence wheeling services till such LC is opened.

The LC shall be negotiated by the APDISCOM, on the basis of the "Schedule of the Payment" and shall be enclosed with the approval of the customer to operate the LC, as and when the customer fails to remit the payment in full by its due date.

- 5.10 Any failure on the part of the Open Access User to pay all or any portion of an Invoice issued by APDISCOM, shall constitute a valid ground for APTRANSCO and/or APDISCOM to terminate such Transmission and / or Wheeling Service forthwith, as also to take such measures as prescribed under this Agreement or law applicable.

For IDUPULAPADU COTTON MILLS PVT. LTD.

*G. Sathyanarayana*

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Article 6SCHEDULING AND CURTAILMENT

- 6.1 Subject to the Regulation, the Open Access User agrees to comply with the procedures for availing Transmission and Wheeling Services in the matter of scheduling as specified by the Commission in the Balancing and Settlement Code or otherwise.
- 6.2 In case of constraints, the APTRANSCO and/or APDISCOM, based on such direction(s) from SLDC, may curtail power to Open Access User in an event of emergency / threatening grid security and stability. The prioritization shall be as specified in Clause 19.5 of the Regulation.

For IDUPULAPADU COTTON MILLS PVT. LTD.

*G. Satyanarayanan*

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CHIEF GENERAL MANAGER  
P & MM & IPC  
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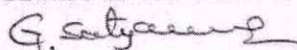
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Article 7

METERING

- 7.1 Subject to the provisions of Section 55 of the Act, the Open Access User undertakes to provide special energy meters capable of measuring active energy, reactive energy, average frequency and demand integration in each 15-minute time block, with a built-in calendar and clock and conforming to BIS / CBIP Technical Report / IEC Standards, as well as the relevant provisions under the AP Grid Code and Distribution Code, at all entry and exit points.
- 7.2 The Open Access User agrees to be responsible for compliance with all statutory and regulatory requirements in relation to the accuracy, use and installation of the metering equipment.
- 7.3 The Open Access User agrees and undertakes to provide any metering information or such other information to APTRANSCO and APDISCOM as may reasonably be required by APTRANSCO and APDISCOM from time to time, in accordance with the guidelines specified by the Commission from time to time.
- 7.4 The concerned APDISCOM and / or APTRANSCO shall take the meter readings at the entry / exit points and the same shall be signed by the APDISCOM / APTRANSCO as well as the Open Access User.

For IDUPULAPADU COTTON MILLS PVT. LTD.



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Article 8DEFAULT

- 8.1 The following shall constitute defaults by Parties and the consequences thereof:

Failure of the Open Access User to pay an Invoice:

- (a) In the event of the failure by the Open Access User to pay an Invoice or a part thereof, APDISCOM shall issue a notice to such Open Access User ("Default Notice"), specifying that the Open Access User has defaulted in its payment obligations towards APTRANSCO / APDISCOM and that it shall be afforded an opportunity to pay the unpaid Invoice amount, with interest thereon as per the APDISCOM's General Terms and Conditions of Supply, within fifteen days from the date of intimation. If the Open Access User does not comply with the terms of the Default Notice, APTRANSCO and / or APDISCOM shall be entitled to disconnect the installation of the User without further notice and APTRANSCO / APDISCOM shall have the right to terminate the Agreement after three (3) consecutive months of such disconnection by issuing one month's notice to the Open Access User.

*Provided that the Open Access User shall not, on the basis of any alleged dispute or difference regarding the Invoice or any part thereof, refuse to pay and / or keep outstanding any amount payable under the Invoice. In the event of dispute or difference regarding the Invoice or any portion thereof, the same shall be resolved in a manner provided under Article 12 herein, subject to the Open Access User first paying the entire outstanding without prejudice to the right of the Open Access User to seek adjustment in future Invoice(s), adjusted together with interest and bank rate change, in the event the dispute or difference is finally resolved in favour of the Open Access User.*

Failure of the User to adhere to the prescribed technical requirements:

- (b) In the event of failure of the Open Access User to comply with any prescribed technical requirements, which adversely affects the power quality or security of the grid, performance or management of grid assets, APTRANSCO and / or APDISCOM shall be entitled to issue appropriate advice to de-energise the connection granted to the Open Access User forthwith, in

For IDUPULAPADU COTTON MILLS PVT. LTD.

G. Salyani

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CHIEF GENERAL MANAGER

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accordance with the Clause 20 of the Regulation and the procedures outlined in the AP Grid Code or Distribution Code or the APDISCOM's General Terms and Conditions of Supply.

- 8.2 In the event of any other type of breach other than those mentioned in Articles 8.1(a), 8.1(b), 2.6 & 2.7, by any of the parties involved, the following terms will apply:
- (a). In the event, APTRANSCO and/or APDISCOM commits a breach of any terms of Agreement, the Open Access User shall be entitled to specific performance of this Agreement or claim such damages as would be available under Law or both, at its option, by giving 30 days' notice to APTRANSCO.
  - (b) In the event, Open Access User commits a breach of any terms of Agreement, the APTRANSCO and/or APDISCOM shall be entitled to specific performance of this Agreement or claim such damages as would be available under Law or both, as its option, by giving 30 days' notice to Open Access User.
  - (c) If the default continues for a period of 30 days or more, either party will have a right to issue a preliminary notice for termination of this Agreement. If the default is not cured within 30 days thereafter, either party can terminate this Agreement and claim damages at its option.

For IDUPULAPADU COTTON MILLS PVT. LTD.

  
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CHIEF GENERAL MANAGER  
P & MM & IPC  
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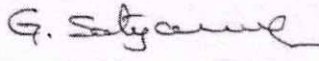
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Article 9

ASSIGNMENT

The Open Access User shall not assign, sell, convey or otherwise transfer this Agreement, or any of its rights or obligations thereunder, without prior express written consent of the APTRANSCO and/or APDISCOM. In case this agreement is assigned, it shall be only for the purpose of title transfer and not for the purpose of trade. The assignee or other transferee shall assume all duties and obligations arising from and after the time of the consent to transfer by APTRANSCO and/or APDISCOM, but such assignment or transfer shall not release the assigning or transferring Open Access User from its duties and obligations unless specifically provided in the written consent and in the assignment, conveyance or transfer document. All duties and obligations arising prior to the assignment or transfer shall remain the duties and obligations of the assignor unless all the Parties specifically agree otherwise.

For IDUPULAPADU COTTON MILLS PVT. LTD.

  
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CHIEF GENERAL MANAGER  
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Article 10 : NOTICES

- 10.1 All notices, billings, payments and other communications shall be given in writing and sent by mail, postage prepaid, signed by (or by some person duly authorized by) the person giving it and may be served by leaving it or sending it by facsimile, prepaid recorded delivery as registered post, addressed as follows (or to such other address as shall have been duly notified in accordance with this Article): If to the User:

**If to M/s. Idupulapadu Cotton Mills (P) Ltd,  
Cinema Theatre Road, Ganapavaram, Nadendla (M),  
Near Chilakaluripet, Guntur (Dist),  
Andhra Pradesh-522619.**

**If to APSPDCL**

**Chief General Manager (P & MM & IPC)/APSPDCL, Corporate  
Office, 19-13-65/A, Raghavendra Nagar, Kesavayanagunta,  
Tiruchanoor Road, Tirupati-517501, Andhra Pradesh.**

- 10.2 All notices given in accordance with this Agreement shall be deemed to have been served as follows:
- (a) If delivered by hand, at the time of delivery:
  - (b) If posted, at the expiration of six (6) days after the envelope containing the same was delivered into the custody of the postal authorities:
  - (c) If communicated by facsimile, on receipt of confirmation of successful transmission.

For IDUPULAPADU COTTON MILLS PVT. LTD.

*G. Satyanarayana*  
AUTHORISED SIGNATORY

*[Signature]*  
CHIEF GENERAL MANAGER  
P & MM & IPC  
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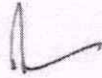
Article 11: GOVERNING LAW & JURISDICTION

- 11.1 This Agreement and its substantive provisions shall be governed by, interpreted and construed in accordance with the laws of India.
- 11.2 The Courts situated in the State of Andhra Pradesh alone will have jurisdiction to decide any matter arising from this Agreement.

For IDUPULAPADU COTTON MILLS PVT. LTD.

*G. Satyanarayana*

AUTHORIZED SIGNATORY

  
CHIEF GENERAL MANAGER  
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**Article 12: DISPUTE RESOLUTION**

12.1 Parties shall settle every Dispute between them in accordance with, first, Article 12.2 and then Article 12.3, subject to the limitation set forth in Article 12.4.

**12.2 Consultation**

Notwithstanding anything contained to the contrary in this Agreement, Parties shall first attempt to settle every Dispute amicably between themselves by reference to their senior management who shall consult with each other for a period of thirty (30) Days to resolve the Dispute.

Any resolution arising from such consultation process described in Article 12.2 shall be binding upon the Parties. To this end, the Parties shall separately enter in to a legally binding and enforceable agreement setting forth the principles pertaining to the resolution of the Dispute in writing.

**12.3 Reference to forum for redressal of consumer grievances**

Where any Dispute is not resolved as provided for in Article 12.2 within thirty (30) Days of reference for consultation, the provisions contained in this Article 12.4 shall apply.

12.4 If neither of the disputing parties is the Nodal Agency, then the dispute would be first referred to the Nodal Agency for resolution.

Provided, if the dispute involves Nodal Agency itself, the said dispute may be referred to Forum for Redressal of Consumer Grievances set up under Regulation No.1 of 2004 by APERC, for resolution. Any resolution award granted shall be final and binding on the Parties and shall be enforceable in the court of competent jurisdiction.

*Provided further that in case of wheeling of power from the captive generating plants, any disputes regarding the availability of transmission facility shall be adjudicated upon by the Commission.*

For IDUPULAPADU COTTON MILLS PVT. LTD.

*G. Sathya*

AUTHORIZED SIGNATORY

*[Signature]*  
CHIEF GENERAL MANAGER  
P & MM & IPC  
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**Article 13: FORCE MAJEURE**

- 13.1 Events such as war, mutiny, civil commotion, riot, flood, cyclone, lighting, earthquake or other force and strike, lockout, fire affecting the premises, installations and activities of any of the parties herein shall constitute force majeure events for the purpose of this Agreement.
- 13.2 If any person being party to this Agreement is unable to, wholly or in part, perform on time and as required, any obligation under such open access agreement or the Regulation because of the occurrence of a force majeure event, then, subject to this Agreement, that obligation shall be treated as suspended to the extent and for so long as the affected person's ability to perform such obligations remains affected by that force majeure event.

For IDUPULAPADU COTTON MILLS PVT. LTD.

*G. Sathyanarayana*

AUTHORISED SIGNATORY

*[Signature]*  
CHIEF GENERAL MANAGER  
P & MM & IPC  
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**Article 14: UNDERTAKINGS**


- 14.1 Quality of Supply: The APTRANSCO and APDISCOM shall endeavor to ensure compliance with Grid Code wherever applicable. The APDISCOM shall also comply with the quality of supply standards as prescribed under the Andhra Pradesh Electricity Regulatory Commission (Licensees' Standards of Performance) Regulation, 2004 (No. 7 of 2004) in respect of all Open Access Users of its network.
- 14.2 Energy and Demand Balancing: Open Access User shall make reasonable endeavor to ensure that his actual demand or actual sent-out capacity, as the case may be, at an inter-connection does not exceed the Contracted Maximum Demand or allocated sent-out capacity for that inter-connection:

*Provided* that for carrying out balancing and settlement of energy and demand at all entry and exit points relating to open access agreements, the APTRANSCO and APDISCOM and Open Access Users shall strictly adhere to the Balancing and Settlement Code approved by the Commission, as amended from time to time.

For IDUPULAPADU COTTON MILLS PVT. LTD.

*G. Sathyanarayana*

AUTHORISED SIGNATORY

  
CHIEF GENERAL MANAGER  
P & MMI & IPC  
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Article 15: MODIFICATION

## 15.1 Amendments

The provisions under the Act, Open Access Regulations, rules and amendments made there under, including, charges, etc shall guide this Agreement. The Parties hereby unconditionally consent to execute necessary amendments to this Agreement to bring into effect any amendments to the Act, rules and regulations made there under.

## 15.2 No waiver

The waiver of any breach or failure to enforce any of the terms, covenants or conditions of this Agreement shall not in any way affect, limit, modify or waive the future enforcement of such terms, covenants or conditions.

No oral or written modification of this Agreement either or after its execution shall be of any force or effect unless such modification is in writing and signed by the duly authorised representatives of the Open Access User, APTRANSCO and the APDISCOM.

The invalidity or un-enforceability for any reason of any provision of this Agreement shall not prejudice or affect the validity or enforceability of any other provision of this Agreement.

The failure of any party to insist in one more instance upon the strict performance of any of the provisions of this Agreement or to take advantage of any rights hereunder shall not be construed as a waiver of any such provisions or relinquishment of any such rights but the same shall continue in full force and effect.

## 15.3 Entirety of Agreement

For IDUPULAPADU COTTON MILLS PVT. LTD.

*G. Sathyanarayana*

AUTHORISED SIGNATORY

*[Signature]*  
CHIEF GENERAL MANAGER  
P & MM & IPC  
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Unless the context otherwise requires, every arrangement, procedure or any other matter which is under any of the provisions of this Agreement required to be mutually agreed upon between the parties shall be concluded by a written Agreement between the parties not later than the date specified in the concerned clause of this Agreement.

This Agreement, including Appendices ( ) attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof, and there are no oral or written understandings, representations or commitments of any kind express or implied, not set forth herein.

The headings contained herein are include solely for the convenience of the parties and are not to be used as a basis for interpreting the various sections of this Agreement.

- 15.4 The parties each agree to act in good faith in implementing the terms and conditions of this Agreement and in carrying out their respective obligations hereunder.

This Agreement is made in original in three sets and each original set is retained by the respective parties.

For IDUPULAPADU COTTON MILLS PVT. LTD.

*G. Satya*  
AUTHORISED SIGNATORY

*L*  
CHIEF GENERAL MANAGER  
P & MM & IPC  
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IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement on the day first above written.


For and on behalf of

**SOUTHER POWER DISTRIBUTION COMPANY OF  
ANDHRA PRADESH LIMITED.**

Chief General Manager/P&MM &IPC

Name: K. Sankar Reddy

Date: 14-9-2016

  
**CHIEF GENERAL MANAGER  
P & MM & IPC  
APSPDCL :: TIRUPATI**

WITNESS

1. L. H. S. (Name & Designation) L. Murali AS/PPA

2. \_\_\_\_\_ (Name & Designation) \_\_\_\_\_

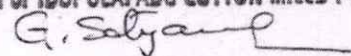
For and behalf of

**M/s. Idupulapadu Cotton Mills(P) Ltd,**

Authorized Signatory

Name: G. Sathyanarayana Rao

Date: 14-09-2016

**For IDUPULAPADU COTTON MILLS PVT. LTD.**  
  
**AUTHORISED SIGNATORY**

WITNESS

1. G. Karunakar (Name & Designation) G. KARUNAKAR, Dy. Manager / Gannela

2. \_\_\_\_\_ (Name & Designation) \_\_\_\_\_

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**SCHEDULE - I**

(Please see Article 2.7 of Agreement)

Long term Open Access usage shall be from 14.09.2016 to 07.04.2041 in the manner as follows: As per approval No. APTRANSCO /05/2016-17, Dt: 19.08.2016.

Entry Point (Injection Utility)

Name: **M/s. Idupulapadu Cotton Mills (P) Ltd,**

**Wind Generators 1&2, HTSC No.ATP-666 & 667**

Location: **Bhogasamudram(V), Tadipatri (M), Ananthapur (Dist)**

Point of injection: **33/11KV, Bhogasamudram Sub-Station.**

Region: **APSPDCL, Anantapur.**

Contracted Capacity (KW/ MW/KVA): **4MW**

Voltage Level (kV):**33KV**

Exit Point (Drawee Utility (ies))

Name: **M/s. Idupulapadu Cotton Mills (P) Ltd,**

**HTSC No: GNT-589**

Location: **Ganapavam, Nadendla (M), Guntur (Dist).**

**Poin of Drawal : 132/33 KV Ganapavam SS , AP Transco**

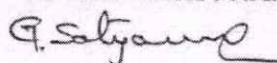
Region: **Operation Circle Guntur, APSPDCL**


Voltage Level (KV) : **33KV**

Service connection numbers (in case of consumers of distribution licensee):

Note: - The date of completion of the usage mentioned above shall be subject to provision of Articles 3.3 and 3.4 of the agreement.

For IDUPULAPADU COTTON MILLS PVT. LTD.

  
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CHIEF GENERAL MANAGER  
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## SCHEDULE - II

(Please see Articles 5.7 & 5.9 of Agreement)

**Terms for Letter of Credit**

1. The Letter of Credit is irrevocable, revolving and shall revolve automatically immediately after release of payment to the APDISCOM (Invoicing Agency) as per the payment schedule through this LC up to a limit of Rs. 22,96,000/-
2. The Letter of Credit will be operated after the expiry of the due date of payment as indicated in the "Schedule of Payments" enclosed with the approval issued to the Open Access User by the APTRANSCO / SLDC (Nodal Agency).
3. The Letter of Credit shall remain valid up to 29.08.2018 i.e., (Up to one month after the expiry of transaction).
4. The total value of the letter of credit would be Rs. 22, 96,000/-.
5. All charges relating to opening, advising, confirmation, amendment, re-coupment, operation, usage, negotiation, remittance etc., or any other charges would be borne by Open Access User.
6. The amount would be paid immediately by the Bank once Letter of Credit is operated by the authorized officer of the APDISCOM (Invoicing Agency).

**List of Documents:**

1. The copy of the application for grant of Open Access User.
2. The copy of the approval issued by the APTRANSCO / SLDC (Nodal Agency) for Open Access indicating:
  - a. Reserved / Allotted capacity for the Open Access User.
  - b. Period of Transmission.
  - c. Schedule of Payments.
3. Specimen Signature of the Officer of the APDISCOM (Invoicing Agency) authorized to operate the Letter of Credit.

For IDUPULAPADU COTTON MILLS PVT. LTD.

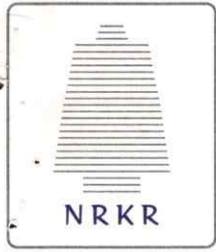
G. Sathyanarayanan  
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P & MM & IPC  
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# SRI NUKALA RAMA KOTESWARA RAO TEXTILES PVT. LTD.

Regd. Off. : M.B. Raju Estate, Sangadigunta, GUNTUR - 522 003, A.P. ☎ 0863 - 2224908, 2225908, Fax : 2224644

Mills at Unit - 1 : Lalacheruvu, RAJAMAHENDRAVARAM - 533 106, A.P. ☎ 0883 - 2410022, Fax : 2430883

Mills at Unit - 2 : D. No. 1-223, G.B.C. Road, CHEBROLU - 522 212, A.P. ☎ 08644 - 254444, 46, Fax : 254445

E-mail : info@nrkrtextiles.com, nvn.sudheer@gmail.com, cbl@nrkrtextiles.com, rjy@nrkrtextiles.com

Three Star Export House Status Holder (C/1145 - 01/08/2017)

CIN : U17115AP2001PTC037792, IEC : 0903010216, GSTIN : 37AAFCS8939N1ZF, LEI : 335800VSKGS118FIEB50

Wind Turbine Generator (WTG) Commissioning Date	28th September, 2018
Entry Point	HT Service No. KNL834 Molagavalli (Village), Aluru (Mandal), Kurnool District
Exit Point	HT Service No. GNT-752 Sri Nukala Rama Koteswara Rao Textiles Pvt Ltd, Chebrolu, Guntur District
Exit Point	HT Service No. RJY-451 Sri Nukala Rama Koteswara Rao Textiles Pvt Ltd, Lalacheruvu, Rajahmundry

For SRI NUKALA RAMA KOTESWARA RAO  
TEXTILES (P) LTD.

MANAGING DIRECTOR





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**SOUTHERN POWER DISTRIBUTION COMPANY OF A.P. LIMITED  
METERS & PROTECTION :: KURNOOL**

From  
The Divisional Engineer,  
Meters & Protection, -I  
APSPDCL, Kurnool.

To  
✓ M/s Sri Nukala Rama Koteswararao Textiles Pvt Ltd,  
D. No. 20-8-108, M.B. Raju Estate,  
Sangadigunta, Guntur District,  
Andhra Pradesh - 522003

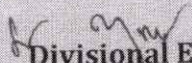
Lr. NO. DE/M&P/KNL/F.No. M/s NRKR /D.No. 366 /18. Dt. 16/10/2018

**COMMISSIONING CERTIFICATE**

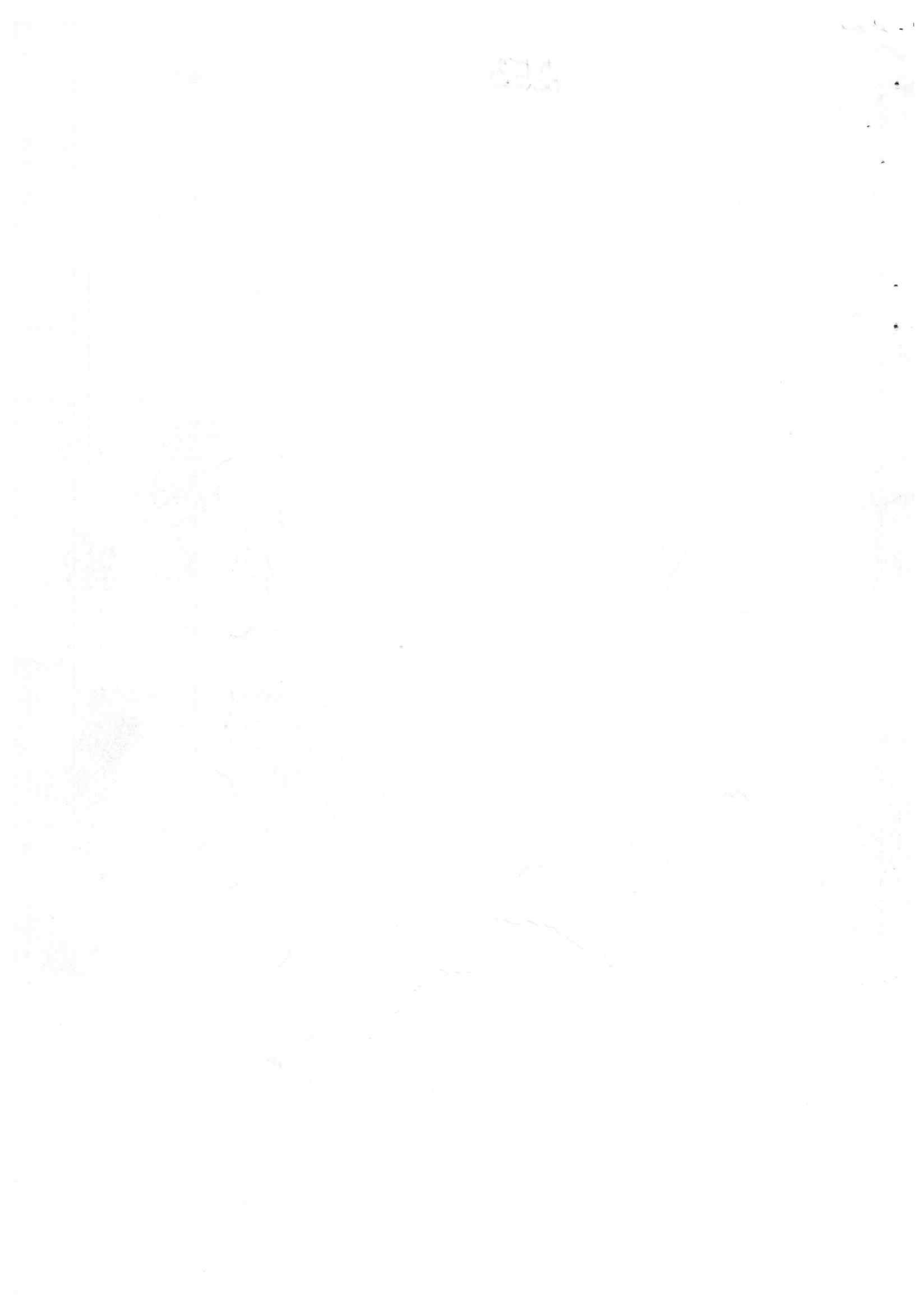
This is to certify that 1.0 No X 2.0MW = **2.0 MW** Wind electrical generators of M/s Sri Nukala Rama Koteswararao Textiles Pvt Ltd, of Molagavalli (V), Alur (M), Kurnool District of Andhra Pradesh (State) With associated electrical equipment's interconnecting the wind farm with APTRANSCO grid through 220/33KV pooling substation at Molagavalli(V), Alur (M), Kurnool Dist. Andhra Pradesh (state) of M/s Siemens Gamesa Renewable Power Pvt Ltd (Formerly Gamesa Renewable Pvt Ltd) has been Commissioned on **Dated : 28-09-2018.**

This Certificate is issued as per the approval accorded by the Director of Electrical safety and Chief Electrical Inspector to the government of Andhra Pradesh vide **Lr. No. DES & CEIG/GNT/TECH SEC/HT/KUR-149/18, DT. 11.09.18** and the location details are enclosed herewith.

Encl:-1 No. WTG Location details  
& Meter readings

  
**Divisional Engineer**  
**Meters & protection -I**  
**Kurnool.**

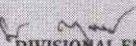






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CUSTOMER : M/s SRI NUKALA RAMAKOTESWARARAO TEXTILES PVT LTD.						
CAPACITY : 1 No. WTG X 2MW = 2.0 MW      33KV Side Metering details - Feeder - 1						
PARTICULARS	MAIN METER		CHECK METER		STAND BY METER	
SL.NO	APX 02094		APX 02095		APX 02096	
TYPE	E3M024		E3M024		E3M024	
MAKE	SECURE		SECURE		SECURE	
CT RATIO	50/1A		50/1A		50/1A	
PT RATIO	33KV/ $\sqrt{3}$ /110V/ $\sqrt{3}$		33KV/ $\sqrt{3}$ /110V/ $\sqrt{3}$		33KV/ $\sqrt{3}$ /110V/ $\sqrt{3}$	
MF	1000		1000		1000	
	IMPORT	EXPORT	IMPORT	EXPORT	IMPORT	EXPORT
	DATE:28.09.2018	TIME:21:30	DATE:28.09.2018	TIME:21:30	DATE:28.09.2018	TIME:21:30
	MWH-1.3	MWH-4.0	MWH- 1.2	MWH- 4.0	MWH- 1.2	MWH- 4.0
	MVAH-1.7	MVAH-4.3	MVAH- 1.6	MVAH- 4.3	MVAH- 1.6	MVAH- 4.3
	MVARH(Lag)-0.6	MVARH(Lag)-1.1	MVARH(Lag)- 0.6	MVARH(Lag)- 1.1	MVARH(Lag)- 0.6	MVARH(Lag)- 1.1
	MVA(MD)-0.0	MVA(MD)-0.0	MVA(MD)- 0.0	MVA(MD)-0.0	MVA(MD)- 0.0	MVA(MD)-0.0
	MVARHD(Lead)-0.6	MVARH(Lead)-0.2	MVARH(Lead)- 0.6	MVARH(Lead)- 0.2	MVARH(Lead)- 0.6	MVARH(Lead)- 0.2

  
 DIVISIONAL ENGINEER  
 METERS & PROTECTION -I  
 APSPDCL, KURNOOL

9211



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Project Name: 2.0 MW Wind Power Project near Molagavalli (V), Alur (M), Kurnool Dist.

Client: M/s Sri Nukala Rama Koteswararao Textiles Pvt Ltd

Location details for (1No. WTG x 2 MW) = 2.0 MW

SL.NO	LOCATION	SURVEY NO	VILLAGE	2.0MW Wind Power Project
1	GM2 - 58 N2	1045-C	Molagavalli	1 NO x 2.0 MW= 2.0 MW

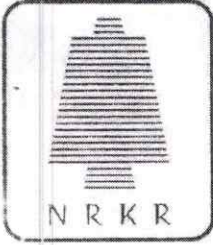
*H. S. Kumar*  
DIVISIONAL ENGINEER  
METERS & PROTECTION -I  
APSPDCL, KURNOOL



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# SRI NUKALA RAMA KOTESWARA RAO TEXTILES PVT. LTD.,

**Regd. Off:** M.B.Raju Estate, Sangadigunta, **GUNTUR - 522 003, A.P.** ☎: 0863 2224908, 2225908 ☎: 2224644  
**Mills at: Unit-1:** LALACHERUVU, **RAJAHMUNDY - 533 106, A.P.** ☎: 0883 2410022, ☎: 2430833  
**Mills at: Unit-2:** D.No: 1-223, G.B.C.Road, **CHEBROLU - 522 212, A.P.** ☎: 08644 254444, 46 ☎: 254445  
**e-mail:** info@nrkrtextiles.com, nvnsudheer@gmail.com, cbl@nrkrtextiles.com, rjy@nrkrtextiles.com  
**Three Star Export House Status Holder (C/1145-01/08/2017)**  
**CIN:** U17115AP2001PTC037792, **IEC:** 0903010216, **GSTIN:** 37AAFCS8939N1ZF, **LEI No:** 335800VSKGS118FIEB50

Ref: SNRKTP/2MW/WF/CT/NREDCAP/2018

Date: 08-08-2018

To  
 The VC & Managing Director  
 NREDCAP,  
 #12-464/5/1, River Oaks Apartment.  
 CSR Kalyana Mandapam Road,  
 Thadepalli, Guntur District, A P - 522501

Dear Sir,

**Sub:** Request for Transfer of Capacity allotment for 2MW wind power project at Molagavalli (V), Alur (M), Kurnool District in Andhra Pradesh from M/s. Siemens Gamesa Renewable Power Pvt. Ltd. to M/s. Sri Nukala Rama Koteswara RaoTextiles Pvt. Ltd., - Reg.

Ref: 1) NREDCAP/WE/GWTPL/11132/2016, Dtd: 22.09.2016  
 2) NREDCAP Agreement Dt: 22.09.2016

We wish to inform you that, we are planning to develop the 2MW wind power project at Molagavalli (V), Alur (M), Kurnool District in Andhra Pradesh with the support of our developer M/s. Siemens Gamesa Renewable Power Private Limited (Formerly M/s. Gamesa Renewable Pvt. Ltd).

In this regard, we request you to kindly transfer the 2MW from existing allotment vide reference 1<sup>st</sup> & 2<sup>nd</sup> cited above from M/s. Siemens Gamesa Renewable Power Pvt Ltd to M/s. Sri Nukala Rama Koteswara RaoTextiles Pvt. Ltd.,

Further we are also enclosing here with the following documents for your kind perusal

- Certificate of Incorporation from the Register companies
- Net worth Certificate certified by Chartered Accountants
- Board Resolution
- Authorization letter for signing the Agreement
- Memorandum of Association
- Supply Contract between M/s. Siemens Gamesa Renewable Power Private Limited and M/s. Sri Nukala Raama Koteswara RaoTextiles Pvt. Ltd.,

We request your good selves to kindly sanction the capacity transfer and intimate your convenient date for signing the transfer agreement.

Thanking you,

Yours faithfully,

For M/s. Sri Nukala Rama Koteswara RaoTextiles Pvt. Ltd.,

Authorized Signatory

Encl: Above Documents

*The above documents  
 duly signed by me  
 Recd  
 (B. ANSARI)  
 9866415871*

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**TRANSMISSION CORPORATION OF ANDHRA PRADESH LIMITED**  
**VIDYUT SOUDHA :: VIJAYAWADA**

CIN: U31909AP1998SGC107226 Website: [www.aptransco.gov.in](http://www.aptransco.gov.in)

**APPROVAL FOR LONG TERM OPEN ACCESS**

Approval No: **APTRANSCO / 12 /2018-19**

Dated: 01.01.2019

Ref: Company's LTOA Application dtd.26.10.2018.

1. Name of customer : M/s Sri Nukala Rama Koteswara Rao Textiles Pvt Ltd.,
2. Name of injecting utility : M/s Sri Nukala Rama Koteswara Rao Textiles Pvt Ltd., (HTSC NO.KNL-834).  
**Location:** Molagavalli(V), Alur (M), Kurnool (Dist)  
**Connected Substation:** 220/33 KV Molagavalli Pooling SS.  
**Voltage level :** 220 KV.  
**Date of Synchronization:** 28.09.2018
3. Name of Drawee utility :
  1. Name: M/s Sri Nukala Rama Koteswara Rao Textiles Pvt Ltd., (HTSC No. GNT- 752),  
**Location:** Chebrolu (V&M), Guntur (Dist)  
**Connected Substation:** 132/33 KV Guntur SS, **APTRANSCO**  
**Voltage level :** 33 KV,  
**Allocated capacity from injecting point:** 0.2970 MW
  2. Name: M/s Sri Nukala Rama Koteswara Rao Textiles Pvt Ltd., (HTSC No. RJY-451),  
**Location:** Lalacheruvu, Rajahmundry, East Godavari (Dist)  
**Connected Substation:** 132/33 KV Bommuru SS & 33/11 KV Lalacheruvu SS, APEPDCL.  
**Voltage level :** 33 KV,  
**Allocated capacity from injecting point:** 0.1712MW
4. Intervening Discoms : APSPDCL & APEPDCL
5. Open Access Capacity Applied: Maximum at entry point- 2MW, average -468 KW for the period up to 25.10.2043.
6. Open Access capacity approved : Maximum at entry point-2 MW. Average at entry point - 468KW. However Open Access charges are applicable on maximum entry point capacity only for the period up to 25.10.2043.

Name & Consumer HT SC No.	Period		Time		Capacity at Injecting Point in MW
	From Date	To Date	From (Hrs)	To (Hrs)	
M/s Sri Nukala Rama Koteswara Rao Textiles Pvt Ltd., (HTSC No.GNT-752) & 33 KV level	From the date mentioned in the agreement	25.10.2043	00:00	24:00	0.2970
M/s Sri Nukala Rama Koteswara Rao Textiles Pvt Ltd., (HTSC No.RJY-451) & 33 KV level	From the date mentioned in the agreement	25.10.2043	00:00	24:00	0.1712
Total					0.4682



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7. The above approval is in accordance with the provisions of the Andhra Pradesh State Electricity Regulatory Commission (Terms and Conditions of Open Access) Regulation, 2005 for Intra State Transmission & Distribution Network.
8. This approval is subject to payment of Security Deposit of SLDC charges to APTRANSCO by means of Demand Draft by the applicant before commencement of Open Access. The SLDC charges shall be paid in favour of SLDC, APTRANSCO. Transmission & SLDC charges, Transmission losses, Wheeling charges and wheeling losses are applicable as per APERC Orders and Regulations from time to time.
9. The details of payment of open access charges are as follows.
  - a. Security Deposit of two months **SLDC Op.charges of Rs.9,371/- @ Rs. 2342.73 / MW / Month** to APTRANSCO for 2 MW.
  - b. SLDC Annual Fee to be paid as per the bills raised by APTRANSCO.
10. The company has to open Letter of Credit towards imbalance in supply and consumption of electricity for a period of 10 days, before commencement of Open Access an amount of Rs.2,54,770/- to APEPDCL for 0.1712MW as intimated by APEPDCL & for 0.2970 MW to APSPDCL to be intimated by APSPDCL.
11. The company has to enter long term open access agreement with APTRANSCO, APSPDCL & APEPDCL in the APERC approved format before commencement of Open Access.
12. The company shall pay monthly Transmission charges & SLDC charges for 2MW power to APTRANSCO and wheeling charges to APSPDCL for 1.2687 MW, to APEPDCL for 0.7313 MW and also losses in kind as per the Regulations and Tariff Orders issued by APERC from time to time.

DISCOM	Capacity at Injecting Point in MW	Proportionate OA capacity at Entry point in MW
APSPDCL	0.2970	1.2687
APEPDCL	0.1712	0.7313
Total	0.468	2

13. This approval is subject to
  - a. The responsibility of ensuring compliances with the provisions of Electricity Act, 2003.
  - b. The APERC Regulations on terms and conditions of Open Access in Intra-State transmission and Distribution Networks vide Regulation No.2 of 2005.
  - c. Regulation on Levy and collection of fees and charges by SLDC vide Regulation No. 1/2006.
  - d. Regulations on Interim Balancing and Settlement Code for Open Access transactions vide Regulation No. 2/2006 and its subsequent amendments issued by APERC.
  - e. Fulfillment of conditions laid down Electricity Rules 2005 for requirement of Captive Generating Plant and minimum usage of energy for captive use (for exemption to payment of cross subsidy surcharge).
  - f. Regulation on RPPO vide APERC Regulation No.1 of 2012 and its subsequent amendments.
  - g. Any other Regulation / Rules / Conditions as may be issued by APERC from time to time.
  - h. Regulation on Power Evacuation from Captive Generation, Cogeneration and Renewable Energy Source Power Plants (Regulation No. 3 of 2017)".

PLACE: VIJAYAWADA

Signature



Chief General Manager 3/28  
 HRD&Planning/APTRANSCO  
 Vidyut Soudha, Vijayawada



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తెలంగాణ తెలంగాణ TELANGANA

SL No. 2329 Date 02/09/2016  
 Sold To M. Raja  
 Seal of M. Roosevelt  
 For whom Mr. Gamesa

F. 407662  
 DEPA BUCHI REDDY  
 LICENCED STAMP VENDOR  
 LIC NO 18-11-07/2019  
 G-30 CENTRAL COURT APTS, RS 101  
 SOMAJIGUDA, HYDERABAD - 500011

### AGREEMENT

**THIS AGREEMENT** is entered into on this 22<sup>nd</sup> day of September 2016, at Hyderabad, by and between

**New and Renewable Energy Development Corporation of Andhra Pradesh Ltd.**, a fully owned State Government Company, registered under the Companies Act, 1956, having its office at 5-8-207/2, Pishah Complex, Nampally, Hyderabad 500 001 (India), represented by its Vice Chairman & Managing Director, hereinafter referred to as the **NREDCAP** which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns; of the **FIRST PART**,

Contd. 02

For Gamesa Renewable Private Limited

R. S. Mami  
 Authorized Signatory

For New & Renewable Energy Development  
 Corporation of Andhra Pradesh Ltd.

Vice Chairman & Managing Director



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AND

(2) **M/s Gamesa Renewable (P) Ltd**, a company incorporated under the Companies Act, 1956 having its office at # 334, 8<sup>th</sup> floor, Block-B, The future Tech Park, Rajiv Gandhi Salai, Sholinganallur, CHENNAI-119 represented by its Authorized Signatory Sri R. Sachidanandam, hereinafter referred to as the '**Developer**' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assignees, of the **SECOND PART**.

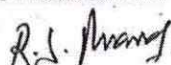
The NREDCAP and the Developer are severally referred to as the Party and collectively as Parties.

**WHEREAS,**

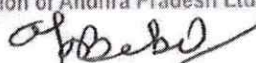
A. NREDCAP is the Nodal Agency for approval of wind energy projects upto 40 MW capacity and, therefore, for setting up of wind farms in the Potential Areas in the State of Andhra Pradesh as per the guidelines of the Ministry of New and Renewable Energy (MNRE), Government of India and also the guidelines under the Andhra Pradesh Wind Power Policy-2015 of the Government of Andhra Pradesh (GOAP) notified vide GO MS No.9, Energy Infrastructure & Investment (PR-II) Department, dated 13-02-2015 (hereinafter called the 'Policy') as well. For the projects with more than 40 MW Capacity, the GOAP grants clearance on the recommendations of NREDCAP. The Policy, inter-alia, aims at encouraging optimum utilization of the available wind power potential in the State by facilitating adoption of state of art technology through private participation, balancing the interest of the customers and the developers, permitting the developers for using the power produced for captive consumption or making sale to a third party or to DISCOMs as per the guidelines under the Policy, and the Indian Electricity Act 2003 and the rules and regulations made and the directions issued by GOAP thereunder. Under the Policy the Developer is also eligible for certain incentives and concessions. As per the existing Policy guidelines of NREDCAP, where the Developer is a manufacturer or supplier, such Developer can transfer the capacities allotted to it to any customer provided prior approval of NREDCAP stipulating such of the terms and conditions as it considers necessary and appropriate is obtained.

B. Under the Policy the Eligible Developers have to approach NREDCAP with the prescribed application for allotment of wind power capacity allotment in the potential areas. After due consideration of the eligibility and other factors, NREDCAP sanctions the capacity in favour of the applicant duly specifying the terms and conditions of sanction. On fulfillment of the conditions of the sanction, the Developer has to approach the Government/District Collector in case the potential area is located in the government lands for allotment of land as recommended by NREDCAP, and in case the potential area is located in private lands the Developer shall acquire the land from the owners.

For Gamesa Renewable Private Limited

  
Authorized Signatory

For New & Renewable Energy Development  
Corporation of Andhra Pradesh Ltd.

  
Vice Chairman & Managing Director

Contd. 03



C. The Developer has submitted an application on 11.05.2016 for enhancement of wind power capacity from 150 MW to 250 MW at Molagavalli, Kurnool district (hereinafter called the 'Area'). NREDCAP through its sanction Letter No. NREDCAP/WE/ GWTPL/11132/2016, dated.22.09.2016 has sanctioned for enhancement of 150MW to 250MW capacity wind power project to set up at Molagavalli, Kurnool District (hereinafter called the 'Project') stipulating the terms and conditions therefor and for entering into this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

**ARTICLE 1**

**DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Agreement, the words and expressions, unless and otherwise defined or described herein, shall, unless repugnant to the context or meaning thereof, have the meaning assigned in the Andhra Pradesh Electricity Reforms Act 1998 (APERCA Act), the Indian Electricity Act 2003 and GO Ms. No. Ms. No.9, Dt. 13.02.2015 of Energy I & I (PR.II) Dept, GOAP

**1.2 Public Interest**

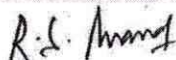
The award, Development, Operation and Maintenance of the Project is in public interest.

**1.3. Essence of Time**

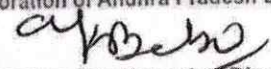
As the Project Implementation is as per a pre-decided time schedule, the Developer shall ensure that the Project is executed within the Project Implementation Period, to be specific on or before the COD.

Contd. 04

For Gamesa Renewable Private Limited

  
Authorized Signatory

For New & Renewable Energy Development  
Corporation of Andhra Pradesh Ltd.

  
Vice Chairman & Managing Director

## ARTICLE 2

## GRANT OF ALLOTMENT

**2.1 Sanction of Allotment of Capacity**

Subject to and in accordance with the terms and conditions set forth in this Agreement and the Developer undertaking to observe and perform the covenants, obligations, responsibilities, terms and conditions of the Agreement NREDCAP hereby sanctions setting up by the Developer of a Wind Farm Project in the identified Potential Area of Kurnool District for generation of wind power for commercial use (sale)/ captive consumption.

**Financing**

The Developer shall set up and operate the Project with its own finance. There shall be no financial contribution from NREDCAP.

**2.2 Applicability of other Laws**

The sanction of the Project and its development and operation by the Developer shall be subject to the Indian Electricity Act 2003 and the Rules and Regulations made thereunder from time to time; the Regulations and directions of the Andhra Pradesh Electricity Regulatory Commission (APERC); the Policy as amended from time to time and all other Applicable Laws.

**2.3 Sanction Fee**

The sanction fee paid by the Developer in terms of the sanction letter for entering this Agreement is one-time payment and non-refundable.

**2.4 Facilitation by NREDCAP**

NREDCAP may assist the Developer in securing the required clearances for the Project at the State and Central Government levels and grant of loans by IREDA/PFC/REC and other terms loan Agencies/Commercial Banks without any liability of whatever nature in the event of rejection or delayed issue of such clearances by the relevant agencies. However, this could not be binding on NREDCAP.

**2.5 Regulation of Allotment**

The Policy empowers NREDCAP to regulate the allotment of wind generation power projects.

Contd. 05

For Gamesa Renewable Private Limited

R. S. Prasad

Authorized Signatory

For New & Renewable Energy Development  
Corporation of Andhra Pradesh Ltd.

Vice Chairman &amp; Managing Director



**ARTICLE 3  
LAND ALLOTMENT**

**3.1. Allotment of Government Land**

(a) The Developer shall make an application to Government of Andhra Pradesh/District Collector through NREDCAP to the extent of the land required in case the land where the Project is being set up is Government land with reference to the extent required vis-à-vis the capacity allotted.

(b) The Developer shall submit a micro-siting map to NREDCAP duly indicating the extent of land along with survey number details. After due scrutiny and vetting of the micro siting map, NREDCAP will recommend the proposal to the District Collector to consider allotment of land for the Project. The extent area of approved could be same or different from the area sought by the developer as per the micro siting map submitted by the developer within the same potential area as per the MNRE guidelines and the decision of NREDCAP shall be final and binding. NREDCAP shall not be responsible nor shall it be liable for non-allotment of the land by the Government for whatever reasons.

**3.2 Private Land**

Where the Project proposed to be set up is in a private land, the Developer shall make its own arrangements for procurement of land, subject to approval of the area of operation by NREDCAP.

**3.3 Proportionate Allotment**

(a) The Developer is aware that the capacity allotment in the potential areas is based on the wind power potential estimated in the micro survey reports prepared by the NIWE or NREDCAP and that the wind power potential assessment made either by NIWE or NREDCAP is only an estimate on broad basis and actual potential may be higher or lower than the estimation made.

(b) In all such cases of variation, NREDCAP shall have the right as under and the Developer hereby undertakes to abide by the decision of NREDCAP therefor.

(i) In cases where the actual potential is less than the capacity provisionally allotted based on the estimated capacity, NREDCAP shall have the right, without any liability of whatever nature, to allot the land, government or private, proportionately among the various project developers in the same area based on the actual potential at the site, and

(ii) In case where the actual potential is higher than the provisionally allotted capacity, the provisionally allotted capacity will remain the same and the land, government or private, will accordingly be allotted proportionally with reference to the actual capacity among the various project development in the same area and any surplus land left over in the area will be allotted to the new developers.

Contd. 06

For Gamesa Renewable Private Limited

*R. S. Manoj*  
Authorized Signatory

For New & Renewable Energy Development  
Corporation of Andhra Pradesh Ltd.

*at V. S. Rao*  
Vice Chairman & Managing Director



## ARTICLE 4

## PROJECT COMPLETION AND OPERATION

## 4.1 Project Completion Period

The Project Completion shall be within 24 months from the date of the Agreement that includes the time required for securing all the Applicable Clearances, Approvals etc., and for Financial Closure. At the time of land allotment, the Developer shall submit to NREDCAP a Project Completion Schedule with set timelines for each component for approval of and monitoring by NREDCAP.

## 4.2 Delays in Project Completion

(a) In case of any delay in achieving the timelines under any of the components as per the approved Project Completion Schedule the Developer shall pay to NREDCAP a penalty by way of liquidated damages Rs.40,000 per MW (Rupees Forty thousand only) in case the Project is being set up in Government land; and Rs.20,000 per MW (Rupees Twenty thousand only) in case the Project is being set up in private land, for each 15 days delay or fraction thereof provided such delay shall not extend beyond three months. The said liquidated damages shall be payable by the Developer within such time as may be stipulated in the Notice.

(b) In the event of Developer failing to pay the amount under Clause (a) above within the stipulated time, the Performance Guarantee will be invoked for the equivalent amount, in which case the Developer shall replenish the invoked amount or shall submit a fresh Guarantee within 7 (Seven) days from the date of such invocation. Failure to do so shall be an event of default and notwithstanding anything contained in the Agreement and without prejudice to its rights and entitlements NREDCAP will have if any under the Agreement, the Agreement shall stand terminated without any further notice of whatever nature and the Developer hereby consents for the same.

(c) If the Project is not completed even within the aforesaid three months beyond the schedule date of completion, notwithstanding anything contained in the Agreement, the Agreement shall stand terminated at the instance of the Developer without any requirement of issue of any prior notice of whatever nature and the Performance Guarantee shall also stand forfeited. All Clearances, Approvals and Permissions etc., since secured by the Developer shall become inoperative subject to the terms and conditions of issue of such Clearances, and the allotment of land shall also stand withdrawn and resumed.

For Gamesa Renewable Private Limited

R. L. Mung  
Authorized Signatory

For New & Renewable Energy Development Corporation of Andhra Pradesh Ltd. Contd. 07

Vice Chairman & Managing Director



(d) NREDCAP or the appropriate authority, on a representation made by the Developer, may grant extension of time for completion of the Project on reasonable and justifiable grounds as in the cases of delay in handing over of the land by the District Collector in spite of sincere approach for the same by the Developer or acquiring the land due to Force Majeure event or any other legal issues or administrative regulations of the Government or any other valid reasons of which the NREDCAP or the appropriate authority consider appropriate and fit. However, such extension shall not be more than 12 months in case of private or Govt. land and or more than 36 months in case of forest lands

## ARTICLE 5

### PERFORMANCE GUARANTEE

(a) For due and satisfactory performance of its obligations under the Agreement, the Developer has submitted an irrevocable Bank Guarantee towards Performance Guarantee No. 004GT02162450005, Date 01.09.2016, for Rs. 1.00 Crore (Rupees One Crore only) issued by HDFC Bank Ltd, Chennai, valid for a period of two years (24 months).

(b) In all cases where the Project is not completed within twenty four months and the Agreement is not terminated for whatever reasons including extension of time by levying penalties as in Article 4 above or for any other reasons as provided in the Agreement, it shall be the responsibility of the Developer to get the Bank Guarantee extended within 7 (seven) days of expiry of 24 months, failing which the Agreement shall be deemed to have expired or to have been terminated at the end of the 24<sup>th</sup> month irrespective of the progress in the Project Completion made.

(c) The Performance Guarantee will be invoked for any defaults of the Developer and/or towards any dues to NREDCAP as stipulated herein above and also as provided in the Agreement.

(d) NREDCAP, on an application made by the Developer, may consider releasing proportionate amount of Performance Guarantee based on the substantial progress made in the Project Completion. The decision of NREDCAP in the matter of 'substantial progress' and the quantum of amount to be released shall be final and binding on the Developer and no correspondence from the Developer in this regard shall be entertained.

Contd. 08

of Gamesa Renewable Private Limited

*R.L. Manoj*  
Authorized Signatory

For New & Renewable Energy Development  
Corporation of Andhra Pradesh Ltd.

*[Signature]*  
Vice Chairman & Managing Director



## ARTICLE 6

**OBLIGATIONS OF DEVELOPER**

6. In addition to and not in derogation or substitution of any of the obligations set out elsewhere in this Agreement, the Developer shall as mandatory obligation-

- (a) Set up the Project in the specified and demarcated site of the Area.
- (b) Ensure that the wind turbines installed shall not affect the performance of the other wind turbines and maintain safety standards in consultation with NREDCAP.
- (c) Explore the possibility of installing higher capacity Wind Electric Generators to achieve higher plant load factor and that the Wind Electric Generators under the project having the approval of NIWE (formerly C-WET) shall only be installed.
- (d) Ensure that no second hand or used wind turbines, imported from abroad or procured locally shall be installed.
- (e) Report to NREDCAP if there is any change in the proposal submitted along-with the application, and obtain prior written approval of NREDCAP for such changes.
- (f) Ensure that the wind mill generate grid quality power with power factor not less than 0.85 and should draw minimum reactive power.
- (g) Enter into the Power Purchase Agreement or Open Access Agreement or Wheeling Agreement with DISCOMs in terms of the Policy and the orders and/or guidelines of the Government of Andhra Pradesh issued thereunder and also the Indian Electricity Act 2003 and the rules and regulations made thereunder, from time to time.
- (h) Secure and keep in force at all times all Applicable Clearances, Permits, Sanctions, Approvals and No Objection Certificates necessary for setting up of the Project including installation of Wind Electric Generators under the Applicable Laws from the Relevant Authorities.
- (i) The company shall enter into Power Purchase Agreement with DISCOMs in respect of Govt. and Forest areas, as per the policy of the Govt. in regard from time to time. In case of wind power capacities set up in private land, the developer shall enter into Power Purchase Agreement or Open Access Agreement or Wheeling Agreement with DISCOMs as per policy decided by the Govt.

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For Gamesa Renewable Private Limited

*R.S. Mani*  
Authorized Signatory

For New & Renewable Energy Development  
Corporation of Andhra Pradesh Ltd.

*on V. Babu*  
Vice Chairman & Managing Director



- (j) Achieve the Financial Closure within a period of six months from the date of signing of the Agreement or earlier thereto subject to any extension granted in writing by NREDCAP at the request of the Developer either due to delays in securing the Clearances etc. under Clause (h) above or due to any Force Majeure Event. Any extension so granted by NREDCAP shall not ipso-facto extend the Project Completion Period.
- (k) Permit the other wind developers to use the roads and other infrastructure facilities if any on the allotted land and also provide infrastructure and other facilities for conveyance and for transmission of power necessary in that area.
- (l) Ensure in case of company, the shareholder having highest equity in the paid up capital of the company shall continue to hold the same and in any case not less than 26% in case of Partnership firm the Partner holding highest stake in the Firm shall continue as such minimum period of one year after commissioning of the project. This will not be applicable in respect of manufacturers and suppliers of machinery for transfer of capacity once the development is made at the site. No change in the shareholding pattern / the Parties stake in the Firm shall be made without the written approval of NREDCAP. However, the Developer is allowed to sell projects/sub-projects to their customers after development of site with infrastructure including the power evacuation arrangements.
- (m) Ensure that the Project Site remains free from all encroachments and take all steps necessary to remove encroachments, if any;
- (n) Make payment to any Government Agency, if required, for provision of such services as are not provided in the normal course or are available only on payment;
- (o) operate and maintain the Project at all times during the Operations Period in conformity with this Agreement including but not limited to the Specifications and Standards, and Good Industry Practice and as per the orders/guidelines of the Government of Andhra Pradesh under the Policy; and the Indian Electricity Act 2003 and the rules and regulations made thereunder from time to time.
- (p) Keep and maintain the Project Site in a neat and clean and hygienic condition and in conformity with the Applicable Laws and Applicable Permits;
- (q) Comply with all the terms and conditions and satisfactorily performance of all its obligations stipulated under this Agreement in addition to such other obligations and undertakings under the provisions of the land allotment and PPA.

For Gamesa Renewable Private Limited

*R.L. Mang*  
Authorized Signatory

For New &amp; Renewable Energy Development Corporation of Andhra Pradesh Ltd. Contd. 10

*[Signature]*  
Vice Chairman & Managing Director



- (r) Alone be responsible for all or any risks of whatever nature attached or inherent to development, construction, marketing, operation of and investment in the Project.
- (s) Report to NREDCAP of any default notices issued by the Relevant Authorities in matters concerning the setting up of the Project or its operation and maintenance and the remedial measures being taken/taken by it.
- (t) Pay and discharges all taxes, levies, charges, fees, cess, levies and other impositions of whatever description under law including the service tax concerning the subject matter of the Agreement

## ARTICLE 7

### PROJECT COMPLETION CERTIFICATE AND INSPECTIONS

#### 7.1. Project Completion Certificate

The Project shall be deemed to have been completed in terms of this Agreement, only after inspection and testing and on issue of the completion certificate by the concerned DISCOM (Power Distribution Company of Andhra Pradesh) or AP Transco (Transmission Corporation of Andhra Pradesh), as the case may be.

#### 7.2 Inspections

NREDCAP through its Authorized Officer/s shall have the right and similarly the officers of other departments/organizations of the Government of India or the Government of Andhra Pradesh having jurisdiction over the Project for inspection of the Project and the Developer shall permit such inspections and failure to do so by the Developer shall be a default.

#### 7.3 Periodical Reports

The Developer shall submit quarterly progress reports for each quarter ending March, June, September and December for review by NREDCAP until commissioning of the Project and thereafter monthly progress reports on power generation.

For Gamesa Renewable Private Limited

*R. L. Mung*  
Authorized Signatory

For New & Renewable Energy Development  
Corporation of Andhra Pradesh Ltd.

*[Signature]*  
Vice Chairman & Managing Director

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**ARTICLE 8****EVENTS OF DEFAULT AND TERMINATION****8.1 Event of Default and Termination**

(a) Save and except as otherwise provided in the Agreement, in case of any default of the Developer, NREDCAP shall have the right to terminate the Agreement with 30 (thirty) days advance notice.

(b) Upon Termination under Clause (a) above, NREDCAP shall have no obligation to compensate the Developer in any manner.

**ARTICLE 9**  
**MISCELLANEOUS**

**9.1 Dispute Resolution****(a) Amicable Resolution**

Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement including completion or otherwise of the Project between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties.

**(b) Appeal**

In the event of the Parties not finding an acceptable solution to the dispute(s) within 30(thirty) days, the Developer may appeal to the Chairman of the Board of Directors of NREDCAP whose decision shall be final and binding.

**9.2 Governing Law and Jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and the Courts at Hyderabad, Andhra Pradesh State, India shall have jurisdiction over all matters arising out of or relating to this Agreement.

**9.3 Waiver**

(a) Waiver by either Party of any default or any rights under the Agreement by the other Party in the observance and performance of any provision of or obligations or under this Agreement

- i. Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement
- ii. Shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
- iii. Shall not affect the validity or enforceability of this Agreement in any manner.

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For Gamesa Renewable Private Limited

*R. L. Mamt*  
Authorized Signatory

For New &amp; Renewable Energy Development Corporation of Andhra Pradesh Ltd

*ay Bebe*  
Vice Chairman & Managing Director

(b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

#### 9.4 Amendments

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by the Parties hereto and evidenced in writing.

#### 9.5 Exclusion of Implied Warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in a binding legal agreement executed by the Parties.

#### 9.6 Counterparts

This Agreement shall be executed in two counterparts on non-judicial papers of Rs.100/- each and registered if required under law at the cost and expense of the Developer which when executed and delivered shall constitute an original of this Agreement.

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For Gamesa Renewable Private Limited

*R. L. Mand*  
Authorized Signatory

For New & Renewable Energy Development  
Corporation of Andhra Pradesh Ltd.

*Alfabe*  
Vice Chairman & Managing Director



IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

Signed, Sealed and Delivered

For and on behalf of Developer by:

**For Gamesa Renewable Private Limited**

*R. S. Inam*  
**Authorized Signatory**

Signature of Authorized Person

Authorized Signatory

Signed, Sealed and Delivered

For and on behalf of the NREDCAP by:

**For New & Renewable Energy Development  
Corporation of Andhra Pradesh Ltd.**

*[Signature]*  
**Vice Chairman & Managing Director**

Signature of Authorized Person

Vice Chairman and Managing Director

### Witnesses

In the presence of

1) Signature

Name

*P. V. Ramiah*

Address

*P.O., NREDCAP, Hyderabad*

2) Signature

Name

*I. Kishore Kumar*

Address

*Sonaji guda, Hyd.*

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