

**BEFORE THE ANDHRA PRADESH ELECTRICITY REGULATORY  
COMMISSION, HYDERABAD**

FILING NO.

CASE NO. O.P. No22 / 2019

**IN THE MATTER**

To determine tariff for wind power project in the state of Andhra Pradesh in accordance with Section 61 (h), Section 62 (1) (a), Section 64 (1), Section 86 (1) (a), Section 86 (1) (b) and Section 86 (1) (e) of the Electricity Act, 2003 read with the Central Electricity Regulatory Commission (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations

**AND**

**IN THE MATTER OF**

**M/S SV Renewable Energy**

.....Petitioner

**AND**

**Southern Power Distribution Company of AP Limited**

.....Respondent

**Filed on: .01.2019**

**Filed By:**

Address for Service

**INDUSLAW, ADVOCATES**

**Mr. Deepak Chowdhury**

**204, Ashoka Capitol, Opp: KBR Park, Banjara Hills, Hyderabad – 500 034**

BEFORE THE ANDHRA PRADESH ELECTRICITY REGULATORY  
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Hyderabad.  
09.01.2018



*[Handwritten Signature]*

COUNSEL FOR THE PETITIONER

**BEFORE THE ANDHRA PRADESH ELECTRICITY REGULATORY  
COMMISSION, HYDERABAD**

FILING NO.

CASE NO. O.P. No.22/ 2018

**IN THE MATTER**

To determine tariff for wind power project in the state of Andhra Pradesh in accordance with Section 61 (h), Section 62 (1) (a), Section 64 (1), Section 86 (1) (a), Section 86 (1) (b) and Section 86 (1) (e) of the Electricity Act, 2003 read with the Central Electricity Regulatory Commission (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2017 and Section 21 of the Andhra Pradesh Electricity Reform Act, 1998.

**AND**

**IN THE MATTER OF**

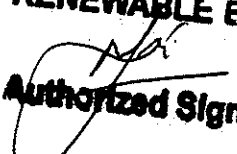
**M/S SV Renewable Energy**, a proprietorship concern, having its office at the 5<sup>th</sup> Floor, Godrej Millennium, 9, Koregaon Park Road, Pune 411001.

.....Petitioner

**AND**

**Southern Power Distribution Company of AP Limited**, having its office at 19-13-65/A, Raghavendra Nagar, Kesavayana Gunta, Tiruchanoor Road, Tirupati – 517 501.

.....Respondents

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**The Petitioner most respectfully submits as follows:**

**Facts of the Petition:**

1. The Petitioner is a proprietorship concern having its office at Pune as detailed in the cause title above. The Petitioner is engaged in the construction of a wind energy project of 2.1 MW capacity around Amidyala village, in Anantapur district (“**Project**”), Andhra Pradesh. Copies of (a) Certificate for proprietor business and (b) letter of authority to represent the Petitioner before the Hon’ble Commission have been attached as **Annexure 1** and **Annexure 2** respectively.
2. The Government of India (“GOI”) submitted India’s Intended Nationally Determined Contribution (INDC) to the United Nations Framework Convention on Climate Change (UNFCCC) during the 21st Conference of Parties (COP 21) summit held in Paris, France, in October 2015, to mitigate climate change, under which it pledged to reduce the emission intensity of its Gross Domestic Product (GDP) by 33%-35% by 2030 from 2005 level and also committed to increase the share of renewable energy to 40% of total installed capacity by 2030. India has since set a target to achieve 175 GW RE power projects by 2022. Government of India as part of its goal to achieve green energy commitment has emphasized on increasing the development of renewable energy projects and enhancement of the capacities of power production through renewable sources. This has also led to various states with high resources and possibilities of renewable energy power production, such as the state of Andhra Pradesh, to promote the establishment of renewable energy projects. The National Institute of Wind Energy (NIWE) has assessed the potential of the state of Andhra Pradesh in wind power projects to be over 14,000 MW at 80 meter level with maximum potential identified in the districts of Ananthapuram, Kadapa, Kurnool, Chittoor and Nellore. Government of Andhra Pradesh (GoAP), in order to promote the development of Wind Power Projects in the state issued Wind Power Policy 2015 with the following objectives:

*“1. To encourage, develop and promote wind power generation in the State with a view to meet the growing demand for power in an environmentally and economically sustainable manner.*

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*2. To attract private investment to the State for the establishment of large wind power projects.*

*3. To promote investments for setting up manufacturing facilities in the State, which can generate gainful local employment."*

GoAP in order to promote setting up of manufacturing facilities also issued the Andhra Pradesh Industrial Policy 2015-2020.

3. Suzlon Energy Limited ("Suzlon") along with its associates is in the business of design ,manufacturing and supply of wind Operated Electricity Generator turbine generators (WOEG / WTG) and developing wind and solar power projects through engineering, procurement and supply model for various independent power producers across India and has about 14 manufacturing facilities spread across India and America. Suzlon through its associate companies has built and consolidated its presence in 19 countries and installed over 17,000 MW of wind power projects globally. Suzlon while participating in the first renewable energy global investors meet RE-INVEST, 2015 held on February 15, 2015, had given a commitment to the Honourable Prime Minister of India, in the presence of Honourable Minister for New and Renewable Energy, Power and Coal of India, to develop 11,000 MW of new wind capacity and develop new manufacturing facilities over a period of 5 years. Suzlon, in pursuance to the said commitment, initially signed memorandum of understanding (MoU) dated February 15, 2015 at New Delhi with the GoAP for setting up of manufacturing facility for blades and wind power projects for an aggregate capacity of 600 MW per annum in the state of Andhra Pradesh. Subsequently, Suzlon also signed another MoU dated April 29, 2015 with the Industries Department, GoAP on the eve of the launch of Andhra Pradesh Industry Mission, 2015 and Industrial Policy 2015-20 at Vishakapatnam, for setting up of integrated manufacturing facility for manufacture of wind turbines in the state of Andhra Pradesh. Both the MoUs dated February 15, 2015 and April 29, 2015 were executed in presence of Honourable Chief Minister of Andhra Pradesh.
4. Axis Energy Ventures India Private Limited ("AEVIPL"), which is in the business of developing Renewable Energy Projects, in particular Wind and Solar, had presented the "Green Energy Commitment" to the Honourable

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Prime Minister of India during the First Renewable Energy Global Investors Meet (RE-INVEST), 2015 on February 15, 2015 at New Delhi. AEVIPL gave a commitment to develop 12,500 MW of Renewable Energy Projects comprising of 7,000 MW in wind and 5,500 MW in solar projects. AEVIPL, based on the commitment in RE-INVEST 2015, has committed to develop 4,000 MW wind power projects (for which, AEVIPL has also entered into an MoU related to setting up 28 Wind Monitoring Stations for Wind Resource Assessment studies with NREDCAP/NIWE ("Axis MoU")) and 2500 MW solar power projects in the State of Andhra Pradesh and entered into Memorandum of Understanding with the Government of Andhra Pradesh in the presence of the Honourable Chief Minister of Andhra Pradesh on February 15, 2015 ("GoAP MoU"). In terms of the GoAP MoU, Government of Andhra Pradesh has given undertaking to facilitate AEVIPL to obtain approvals/permissions/clearances etc. from concerned departments as per rules/policies/regulations prevailing.

5. In view of the common objectives and intention of developing renewable energy projects, both Suzlon and AEVIPL discussed and agreed to collaborate and jointly develop the Renewable Energy Projects in the state of Andhra Pradesh and accordingly on September 03, 2015 a proposal was submitted to GoAP for development of 4000 MW of renewable energy projects in Andhra Pradesh along with manufacturing facilities. GoAP, after considering the proposal with the concerned authority, approved the same and has issued government order G.O.Ms No. 15 dated November 27, 2015 ("GO"). In pursuance of the said GO, Suzlon and AEVIPL with the common objective to jointly developing 4000 MW executed a tripartite Memorandum of Understanding dated December 04, 2015 ("MoU") between Suzlon, AEVIPL and GoAP. As per the MoU, Suzlon and AEVIPL have agreed to jointly participate in developing renewable energy projects (comprising of wind power projects (3000 MW) and wind-solar hybrid power projects (1000 MW)) for an aggregate capacity of about 4000 MW ("Renewable Energy Projects") and Suzlon shall additionally develop facilities for manufacturing blade, tower, nacelle/ generator at multiple locations such as Ananthapuram and Nellore districts or such other districts identified subsequently. In terms of the MoU, Suzlon along with AEVIPL entered into a Project Implementation

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Agreement (PIA) with GoAP on 11th January 2016, Project Agreement with NREDCAP on 3rd February 2016 and Project Implementation Agreement with APTRANSCO, Andhra Pradesh Southern Power Distribution Company Limited and Andhra Pradesh Eastern Power Distribution Company Limited (last two entities are jointly referred as APDISCOMS) on 3rd October 2016. Copies of the MOU, PIA and Project Agreement is attached as **Annexure 3, Annexure 4, Annexure 5 and Annexure 6.**

In accordance with terms of the PIA, the capacity allotment for 2290.30 MW capacity of projects were initially provided by NREDCAP in the name of AEVIPL vide agreement dated 06<sup>th</sup> June 2016. Such capacities were envisaged to be developed in locations spread across 9 (nine) villages, including the village of Amidyala. AEVIPL vide its letter dated 14<sup>th</sup> December 2017 informed NREDCAP that the Petitioner herein had placed an order on AEVIPL for development of a wind power project is 2.10 MW and requested NREDCAP to transfer the capacity allotment in favour of the Petitioner. NREDCAP after due consideration of the proposal was pleased to grant the permission for transferring wind power project of capacity 2.1 MW from AEVIPL to the Petitioner vide it's letter dated 18<sup>th</sup> December 2017. An agreement dated 18<sup>th</sup> December 2017 was also executed between the Petitioner and NREDCAP. Copies of the agreement and letters with NREDCAP has been attached as **Annexure 7.**

6. As per the PIA referred above , GoAP agreed to cause the APDISCOMS to procure the entire capacity of power generated from the renewable energy projects developed under the PIA. Clause 3.7 of the PIA has been reproduced below for ready reference:

*“3.7 Execution of Power Purchase Agreement*

*GoAP shall cause the power distribution companies of Andhra Pradesh to execute confirmed and guaranteed Power Purchase Agreements in the format attached as Annexure 2 and purchase the entire capacity of power generated from the Renewable Energy Projects on take or pay basis at tariff determined by the Andhra Pradesh Electricity Regulatory Commission under Section 61 (h) of Electricity Act, 2003 and the terms of PPA approved by Commission.”*

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Further, as per the PIA, GoAP agreed to extend all benefits available to the renewable energy projects under the Wind Power Policy 2015, Solar Power Policy, 2015 and the Andhra Pradesh Industrial Policy of 2015-2020. Clause 3.5 of the PIA has been reproduced below for ready reference:

*“3.5 Benefits under renewable and industrial policies*

*In relation to the development of the Renewable Energy Projects, GoAP agrees to extend benefits available under the Wind Power Policy 2015, Solar Power Policy, 2015 and the Andhra Pradesh Industrial Policy of 2015-2020.....”*

7. As per the Project Implementation Agreement dated 3<sup>rd</sup> October 2016, the APDISCOMS (including the Respondent herein) agreed to execute power purchase agreements for all the renewable energy projects being set up under the PIA. Clause 4 of the said Project Implementation Agreement dated 3<sup>rd</sup> October 2016 is reproduced below for ready reference.

*“Clause 4 Execution of Power Purchase Agreement*

*4.1 First Party agrees to execute power purchase agreements with the third party in the format attached as Annexure 8 and as may be approved by APERC and purchase the entire capacity of the power generated from the Renewable Energy Projects at tariff determined by the Andhra Pradesh Electricity Regulatory Commission in accordance with Section 61, Section 62, Section 86 of Electricity Act, 2003 and any regulations made there under.*  
*The terms of the PPA will be as approved by the commission from time to time.*

*Provided that finalization of capacity for entering into PPA by First Party with Third Party from time to time shall be on the NREDCAP prioritization, duly considering the balance targeted RPO and the Policies of GoAP, and the project capacity as per the Annexure 9.*

*4.2 The Second Party hereby confirm and agrees to evacuate power produced from the Renewable Energy Projects. The power generated from the Renewable Energy Projects shall be provided with adequate power evacuation facilities by the Second Party for evacuation of power from the Interconnecting Point of Renewable Energy projects as per the procedure in vogue and in compliance of APERC orders.*

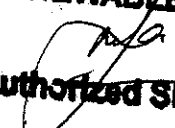
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*4.3 Out of this 4000 MWs of Renewable Energy Projects, 2800 MWs will be evacuated through existing grid infrastructure and/or green energy corridor which is created/to be created by Second Party for evacuating Wind/Solar power projects and for remaining 1200 MWs of Renewable Energy Projects power evacuation infrastructure will be taken up by the Third Party through PPP model on behalf of the Second Party. The Second Party will constitute a committee along with the Third party and work out the modalities and guidelines for finalization of PPP model.”*

The Petitioner has been incorporated for setting up of renewable energy projects committed under the Project Implementation Agreement (PIA) with GoAP on 11th January 2016. The Project was accorded approval by the New and Renewable Energy Development Corporation of Andhra Pradesh in its proceedings no. NREDCAP/WE/AXIS/503/2016, dated 30.05.2016 and proceedings no. NREDCAP/WE/AXIS/503/2009, dated 18.12.2017. Based on the said proceedings the Petitioner entered into agreement with NREDCAP on 06.06.2016 and 18.12.2017

8. In December 2017 this Hon'ble Commission conducted public hearing prior to granting consent to 41 nos. of power purchase agreements executed with various wind power projects during FY 2016-2017 and passed order dated 13<sup>th</sup> December 2017. In the said order this Hon'ble Commission while consenting the power purchase agreements already executed also directed both the electricity distribution companies of Andhra Pradesh, including the Respondent herein not to enter into any fresh power purchase agreements without the prior intimation to and permission of this Hon'ble Commission. The Petitioner in its letter dated 21<sup>st</sup> December 2017 requested the Respondent to execute power purchase agreement for the Project. In furtherance to the said letter the Respondent herein vide its letter dated 27<sup>th</sup> April 2018 has requested this Hon'ble Commission to grant permission for the execution of power purchase agreement. Copy of the letters stated above have been attached as **Annexure 8**. In terms of the letter, the tariff for power sale will be determined by this Hon'ble Commission after taking into consideration the prevailing competitive bidding tariffs for wind power in the country. Accordingly, the Respondent has sought permission of this Hon'ble Commission and the Petitioner and Respondent have executed power purchase agreement dated

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02<sup>nd</sup> November 2018 ("PPA") with respect to the Project, which is attached herewith as **Annexure 13**. In terms of the PPA, the power sold was to be billed as per the tariff determined by this Hon'ble Commission in accordance with Section 61, 62 and 86 of the Electricity Act, 2003 and the regulations made thereunder without accelerated depreciation. Clause 2.2 is reproduced below for ready reference.

*"2.2 The wind power producer shall be paid tariff for energy delivered at the interconnection point for sale to DISCOM, which shall be at the tariff rate as determined by the APERC in accordance with section 61, section 62, section 86 of the electricity act 2003 and any regulation made thereunder without considering accelerate depreciation for a period of 25 years from the commercial operation date (COD)"*

9. Section 61 of the Electricity Act, 2003 (the "Act") requires this Hon'ble Commission to specify terms and conditions for determination of tariff applicable to generating companies. The said provision of the Act is reproduced below for reference:

***"Section 61. (Tariff regulations):***

*The Appropriate Commission shall, subject to the provisions of this Act, specify the terms and conditions for the determination of tariff, and in doing so, shall be guided by the following, namely: -*

- (a) the principles and methodologies specified by the Central Commission for determination of the tariff applicable to generating companies and transmission licensees;*
- (b) the generation, transmission, distribution and supply of electricity are conducted on commercial principles;*
- (c) the factors which would encourage competition, efficiency, economical use of the resources, good performance and optimum investments;*
- (d) safeguarding of consumers' interest and at the same time, recovery of the cost of electricity in a reasonable manner;*
- (e) the principles rewarding efficiency in performance;*
- (f) multi year tariff principles;*

*(g) that the tariff progressively reflects the cost of supply of electricity and also, reduces cross-subsidies in the manner specified by the Appropriate Commission;*

*(h) the promotion of co-generation and generation of electricity from renewable sources of energy.*

*(i) the National Electricity Policy and tariff policy.....”*

(Emphasis supplied)

Section 62 of the Act requires this Hon’ble Commission to fix the tariff for supply of electricity by generating companies to distribution licensee. The said provision of the Electricity Act 2003 is reproduced below for ready reference:

*“Section 62. (Determination of tariff): ---*

*(1) The Appropriate Commission shall determine the tariff in accordance with the provisions of this Act for –*

*(a) supply of electricity by a generating company to a distribution licensee:*

*.....” (Emphasis supplied)*

Section 64 (1) of the Act further mandates that an application for the determination of tariff under Section 62 shall be made by a generating company or licensee in such a manner and accompanied by such fee, as may be determined by regulations. Section 64 (1) of the Act is reproduced below for ready reference:

*“Section 64. (Procedure for tariff order): --- (1) An application for determination of tariff under section 62 shall be made by a generating company or licensee in such manner and accompanied by such fee, as may be determined by regulations.*

*.....” (Emphasis supplied)*

Further as per Section 86 (1) (a) of the Act, one of the functions of this Hon’ble Commission is to fix the tariff according to which the distribution companies shall procure power for the generating companies. As per Section 86 (1) (b) of the Act and Section 21 of the Andhra Pradesh Electricity Reform Act, 1998 consent is required to be obtained from the Hon’ble Commission prior to procurement of electricity by the APDICOMS under a power purchase

agreement. Further, in terms of Section 86 (1) (e) this Hon'ble Commission shall promote cogeneration and generation of electricity from renewable sources and also sale of electricity to any person as well as specify for purchase of electricity from such sources, a percentage of consumption of electricity in the area for the distribution licensee. The said provision of the Act is reproduced below for ready reference:

***“Section 86. (Functions of State Commission): ---***

***(1) The State Commission shall discharge the following functions, namely:***

-

***(a) determine the tariff for generation, supply, transmission and wheeling of electricity, wholesale, bulk or retail, as the case may be, within the State:***

***Provided that where open access has been permitted to a category of consumers under section 42, the State Commission shall determine only the wheeling charges and surcharge thereon, if any, for the said category of consumers;***

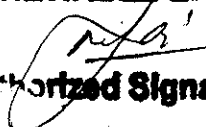
***(b) regulate electricity purchase and procurement process of distribution licensees including the price at which electricity shall be procured from the generating companies or licensees or from other sources through agreements for purchase of power for distribution and supply within the State;.....”***

***(e) promote co-generation and generation of electricity from renewable sources of energy by providing suitable measures for connectivity with the grid and sale of electricity to any person, and also specify, for purchase of electricity from such sources, a percentage of the total consumption of electricity in the area of a distribution licensee;.....”***

(Emphasis supplied)

As per Section 62 of the Act, this Hon'ble Commission had issued the Andhra Pradesh Electricity Regulatory Commission (Terms and Conditions for Tariff determination for Wind Power Projects) Regulations, 2015 in the official gazette of AP on 31.07.2015 (“APERC Regulations 2015”). The tariff for procurement of power generated from wind power projects until March 2017

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was being determined by this Hon'ble Commission in accordance with the APERC Regulations 2015.

10. On 06<sup>th</sup> March, 2017 the APDISCOMS filed a petition under section 55 (1) & (2) of APERC business regulations 2 of 1999 read with the Articles 23, 24, 25 and 26 of the APERC Regulation No. 01 of 2015 dated 31-07-2015 praying the Commission (i) to curtail the control period of the Regulation No.01 of 2015 (Terms and Conditions for Tariff Determination for Wind Power Projects in the State of Andhra Pradesh) for the period valid up to 31-03-2017; and (ii) to determine the tariff for FY2017-18 considering the emerged facts stated in the petition and market discovered price and formulating appropriate parameters, in view of the issues stated in the petition and also the precarious financial position of the petitioners (APDISCOMS), which was numbered as O.P. No. 5 of 2017. This Hon'ble Commission was pleased to curtail the control period of the APERC Regulation 2015 vide order dated 13.07.2018 in O.P. No. 05 of 2017, dated 13-07-2018. The operative part of the order passed by this Hon'ble Commission in O.P. No. 5 of 2017 is reproduced below for ready reference:

*(a) In exercise of the powers conferred on the Commission by Section 181 of the Electricity Act, 2003, Section 54 of the Andhra Pradesh Electricity Reform Act, 1998 and clause 1 (2) of The Andhra Pradesh Electricity Regulatory Commission (Terms and Conditions for Tariff Determination for Wind Power Projects) Regulations, 2015, Regulation 1 of 2015, it is hereby declared that the Andhra Pradesh Electricity Regulatory Commission (Terms and Conditions for Tariff Determination for Wind Power Projects) Regulations, 2015, Regulation 1 of 2015 shall be deemed to have remained in force upto 31-03-2017 and shall be deemed to have ceased to be in force with effect from 01-04-2017;*

*(b) The petitioners are at liberty to procure power through a transparent process of bidding in accordance with the guidelines for tariff based competitive bidding process for procurement of power from grid connected wind power projects formulated and issued by the Ministry of Power, Government of India dated 08-12-2017 under Section 63 of the Electricity Act, 2003;*

*(c) The petitioners are also at liberty to procure power from wind power projects in accordance with Sections 61, 62, 64 and 86 (1) (b) of the*

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*Electricity Act, 2003 and Sections 21 and 26 of the Andhra Pradesh Electricity Reform Act, 1998 and rules, regulations, practice directions and orders issued there under until an appropriate regulation in that behalf is made by this Commission and any Power Purchase Agreement or tariff there under for such procurement shall be guided by the principles contained in the provisions of the Central Electricity Regulatory Commission (Terms and Conditions for Tariff Determination from Renewable Energy Sources) Regulations, 2017;*

(Emphasis supplied)

11. In light of the order passed by this Hon'ble Commission in O.P. No. 5 of 2017 and subsequent instructions issued by this Hon'ble Commission the Respondent has amended the Power Purchase Agreement duly amending Article 2.2 therein, which has been represented below for ready reference:

*"The Wind Power Producer shall be paid tariff for energy delivered at the interconnection point for sale to DISCOM, which shall be at the tariff rate as determined by APERC in accordance with section 61, Section 62, Section 86 of Electricity Act, 2003 and the principles contained in the provisions of the Central Electricity Regulatory Commission (Terms and Conditions for Tariff Determination from Renewable Energy Sources) Regulations, 2017 and the orders of APERC, without considering Accelerated Depreciation for a period of 25 years from the Commercial Operation Date."*

Copy of the said amendment to the power purchase agreement is attached herewith as part of **Annexure 13**.

Further, this Hon'ble Commission has directed in its order in O.P. No. 5 of 2017 that till such time an appropriate regulation is made by this Hon'ble Commission any Power Purchase Agreement or tariff for procurement of wind power shall be guided by the principles contained in the provisions of the Central Electricity Regulatory Commission (Terms and Conditions for Tariff Determination from Renewable Energy Sources) Regulations, 2017 ("**Tariff Regulations 2017**") attached herewith as **Annexure 9**. It is pertinent to mention that the sites in the state of Andhra Pradesh that have the potential for wind power generation have low wind density. The potential of these sites can be harnessed to the fullest extent only with the use of most advanced

technology and by increasing the hub height of turbines along with increasing the rotor diameter to increase the aperture area for capturing more wind. The Petitioner therefore proposes to use new and improved wind turbine generators with higher hub height of upto 140 meters so that the potential of wind power generation at a site can be maximized.

12. It may also be noted that the Eastern Power Distribution Company of Andhra Pradesh Limited and the Respondent herein filed two petitions numbered as O.P. No. 60 of 2017 and O.P.No.61 of 2017 before this Hon'ble Commission in respect of their individual Retail Supply businesses for various consumer categories for FY2018-19. These matters were placed for public hearing pursuant to which this Hon'ble Commission was pleased to pass a common order dated 27<sup>th</sup> March 2018. In the said order this Hon'ble Commission has approved various projections including the power purchase requirement and the power purchase cost. While approving the ARR projections, the energy availability for 2018-2019 was projected by the Eastern Power Distribution Company of Andhra Pradesh Limited and the Respondent. To arrive at the energy availability projections the capacities being developed by various special purpose companies of AEVIPL, i.e; an aggregate capacity of 762.3 MW for which power purchase agreements have already been executed, have also been taken into consideration. The Project herein forms part of the aforementioned capacity of 762.3 MW which has already been considered by this Hon'ble Commission while approving the ARR projections for FY 2018-2019.
13. It is pertinent to note that the Petitioners projects have been set up as part of the renewable energy projects committed under the Project Implementation Agreement dated 11<sup>th</sup> January 2016. This Hon'ble Commission has vide it's letter dated 15<sup>th</sup> May 2018 directed to the Respondents to file petitions under Section 62 of the Act for determination of project specific tariff. The letter dated 15<sup>th</sup> May 2018 issued by this Hon'ble Commission is attached herewith as part of **Annexure No. 8**
14. The National Institute of Wind Energy (NIWE) has assessed the potential of the State of Andhra Pradesh in wind power projects to be over 14,000 MW at 80 meter hub level with maximum potential identified in the districts of

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Ananthapuram, Kadapa, Kurnool, Chittoor and Nellore. However, the fact remains that the sites in the state of Andhra Pradesh with the potential of wind power generation have of low wind density. The potential of these sites can be harnessed to the fullest extent only with the use of most advanced technology and by increasing the hub height of turbines along with increasing the rotor diameter to increase the aperture area for capturing more wind. The Petitioner therefore proposes to use new wind turbine with advanced technology and higher hub height of upto 140 meters, which helps in the growth of wind energy sector and better utilization of capital investment through maximization of wind power generation at potential sites. The aforementioned wind turbine generators provide a higher CUF which benefits consumers by lowering of the tariff and benefit the counter-party distribution companies in form of injection of a greater number of renewable energy units and thus faster achievement of its Renewable Purchase Obligation (RPO). As the turbines use modern technology and have higher hub height than the 100 meters level considered by the Hon'ble Central Electricity Regulatory Commission while finalizing the Tariff Regulations 2017 and hence the capital cost of these turbines works out to be higher. In line with the directions of this Hon'ble Commission in O.P. No. 05 of 2017 and the letter dated 15<sup>th</sup> May 2018 directing to file petitions under Section 62 of the Act for determination of project specific tariff the Petitioner is filing this petition as per the Tariff Regulations 2017. The Petitioner has in the following paragraphs of this Petition explained the various cost components for the Project for the consideration of this Hon'ble Commission in determining levelized tariff for the Project.

15. Regulation 7 of the Tariff Regulations, 2017, provides that for wind energy projects, no annual generic tariff shall be determined but only project specific tariff, on case-to-case basis, shall be determined. The said regulation is stated below for ease of reference:

*7. Project Specific tariff*

- a) *Project specific tariff, on case to case basis, shall be determined by the Commission for the following types of projects:*

- i. Solar PV and Solar Thermal;*

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- ii. Wind Energy (including on-shore and off-shore);*
  - iii. Biomass Gasifier based projects; if a project developer opts for project specific tariff;*
  - iv. Biogas based projects; if a project developer opts for project specific tariff;*
  - v. Municipal Solid Waste and Refuse Derived Fuel based projects with Rankine cycle technology;*
  - vi. Hybrid Solar Thermal Power Projects;*
  - vii. Other hybrid projects include renewable-renewable or renewable-conventional sources, for which renewable technology is approved by MNRE;*
  - viii. Any other new renewable energy technologies approved by MNRE.*
- b) Determination of Project specific tariff for generation of electricity from such renewable energy sources shall be in accordance with such terms and conditions as stipulated under relevant Orders of the Commission.*
  - c) No annual generic tariff shall be determined for the technologies mentioned in Clause (a) of this Regulation. Financial and Operational norms as may be specified would be the ceiling norms while determining the project specific tariff. Provided that the financial norms as specified under Chapter-2 of these Regulations, except for capital cost, shall be ceiling norms while determining the project specific tariff.*
16. In accordance with the directions of this Hon'ble Commission vide its letter dated 15<sup>th</sup> May, 2018, order of the Hon'ble Commission in O.P. No. 05 of 2017 and Regulation 7 of the Tariff Regulations, 2017, the Petitioner is filing this Petition before the Hon'ble Commission for determination of project specific tariff for wind based generating station of the Petitioner in the state of Andhra Pradesh, based on the cost components mentioned below. The Petitioner has explained below the various cost components and accordingly determined the tariff.

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## 16.1 Overview of the Tariff Proposal

Regulation 9 of the Tariff Regulations, 2017 provides the structure for determining the tariff for Renewable Energy projects:

### 9. Tariff Structure:

*The tariff for wind power projects shall be single part tariff consisting of the following cost components:*

- a) Return on equity;*
- b) Interest on loan capital;*
- c) Depreciation;*
- d) Interest on working capital;*
- e) Operation and Maintenance expenses;*

Accordingly, the Petitioner in this petition has determined the Project tariff based on the tariff structure specified. The description of each of the cost component comprising the tariff is provided in the subsequent sections.

## 16.2 Tariff period

Regulation 2 (1) (bb) and Regulation 6 of the Tariff Regulations, 2017 define the tariff period as follows:

*bb) 'Tariff period' means the period for which tariff is to be determined by the Commission on the basis of norms specified under these Regulations;*

### 6. Tariff Period:

- a) The Tariff Period for Renewable Energy power projects will be same as their Useful Life as defined in Regulation 2 (1) (cc)*
- b) Tariff period under these Regulations shall be considered from the date of commercial operation of the renewable energy generating stations.*

*c) Tariff determined as per these Regulations shall be applicable for Renewable Energy power projects, for the duration of the Tariff Period as stipulated under Clause (a) and (b).*

Regulation 2 (1) (cc) of the Tariff Regulations, 2017 defines useful life as follows:

*cc) 'Useful Life' in relation to a unit of a generating station including evacuation system shall mean the following duration from the date of commercial operation (COD) of such generation facility, namely:-*

*(a) Wind energy power project 25 years*

### 16.3 Applicability of the Tariff determined under these proceedings

Regulation 2(1)(i) and Regulation 5 of the Tariff Regulations, 2017 define control period as follows:

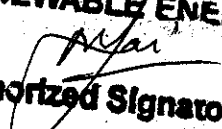
*(i) 'Control Period or Review Period' means the period during which the norms for determination of tariff specified in these regulations shall remain valid;*

#### 5. Control Period or Review period:

*The Control Period or Review Period under these Regulations shall be of three (3) years, of which the first year shall be the financial year 2017-18.*

*Provided further that the tariff determined as per these Regulations for the RE projects commissioned during the Control Period, shall continue to be applicable for the entire duration of the Tariff Period as specified in Regulation 6 below.*

*Provided also that the revision in Regulations for next Control Period shall be undertaken six months prior to the end of the first Control Period and in case Regulations for the next Control Period are not notified until commencement of next Control Period, the tariff norms as per these Regulations shall continue to remain applicable until notification of the revised Regulations subject to adjustments as per revised Regulations.*

For SV RENEWABLE ENERGY  
  
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Thus, the tariff determined under current proceedings by the Hon'ble Commission shall remain applicable for the entire tariff period i.e. upto the last day of Useful Life of the Project.

#### 16.4 Project configuration and technology:

The Project is located around Amidyala village, Anantapur district in the state of Andhra Pradesh. It has a total installed capacity of 2.1 MW, comprising of 1 wind turbine of 2.1 MW . The turbines are proposed to be installed at varying hub heights up to 140 meters in order to optimize the capital cost and CUF. The inter-connection point of the Project is located at the Urvakonda substation situated at a distance of about 7 kms from the Project location, where the Project connects with the network of APTRANSCO

#### 16.5 Project construction

The construction of the Project shall involve the following components:

- (i) Financial closure
- (ii) Acquisition of statutory clearances and permits
- (iii) Supply of wind turbine-generator
- (iv) Balance of Plant (BoP) works consisting of:
  - (a) Land acquisition for sites identified for WTG and access road to such sites and acquisition of Right of Way (RoW) for power evacuation infrastructure
  - (b) Electrical works
  - (c) Power evacuation infrastructure
  - (d) Erection, synchronizing and commissioning
  - (e) Civil works
  - (f) Road construction.

The total time for construction of the Project is **10 months**.

#### 16.6 Capital Cost

As per Regulation 12 of the Tariff Regulations, 2017 the term 'Capital Cost' is defined as follows:

*"12. Capital Cost :*

*The norms for the Capital cost as specified in the subsequent technology specific chapters shall be inclusive of all capital work including plant and machinery, civil work, erection and commissioning, financing and interest during construction, and evacuation infrastructure up to inter-connection point.*

*Provided that for project specific tariff determination, the generating company shall submit the break-up of capital cost items along with its petition in the manner specified under Regulation 8."*

The Petitioner proposes to use advanced technology wind turbine generators and install them at a higher hub height of 120/ 140 meters, which will result in high CUF (as detailed in subsequent paragraphs). Higher CUF would benefit consumers in form of lowering of the tariff and benefit the counter-party Discom in form of injection of a greater number of renewable energy units and thus faster achievement of its Renewable Purchase Obligation (RPO).

The use of advanced technology and higher hub height (and consequent increase in the quantum of raw material required for manufacturing the tower) impact the capital cost. A summary of the capital cost envisaged by the Petitioner is provided in the table below. It is to be noted that the below mentioned cost is on a per WTG basis, i.e. corresponds to a capacity of 2.1 MW:

No.	Particulars	Cost (Rs. Crore)
(i)	Supply, Installation and Commissioning(SIA)	11.86
(ii)	Balance of Plant (BOP)	3.56
(iii)	Interest During Construction and other financial charges	1.13
	<b>Total capital cost</b>	<b>16.55</b>

Construction time is assumed to be 10 months and capex phasing is assumed to be as follows:

Month	1	2	3	4	5	6	7	8	9	10
% phasing	25%	0%	0%	0%	0%	6%	15.6%	18%	18%	17.5%

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#### 16.6.1 Debt Equity Ratio

A normative debt equity ratio of 70:30 has been considered by the Petitioner. The same corresponds to a normative debt of Rs. 11.58 crores and normative equity of Rs. 4.97 Crores considering the Capital Cost stated hereinabove.

#### 16.6.2 Interest on Loan Capital

In terms of Regulation 14 of the Tariff Regulations, 2017 the Petitioner has considered the following:

- (i) Loan tenure: 13 years, without any moratorium
- (ii) Interest rate: SBI MCLR for last 6 months (8.12%) + 200 bps = 10.12%
- (iii) Repayment = annual depreciation

#### 16.6.3 Return on Equity (RoE)

As per Regulation 16 of the Tariff Regulations, 2017 the normative Return on Equity shall be 14%, to be grossed up by prevailing Minimum Alternate Tax (MAT) as on 1st April of previous year for the entire useful life of the project. The Petitioner has accordingly considered return on equity at the rate of 17.30% (after grossing up by prevailing MAT rate of 19.055% as on 1 April 2017) for the useful life of the project.

#### 16.6.4 Depreciation

As per Regulation 15 of the Tariff Regulations, 2017 the salvage value of the asset shall be considered as 10% and depreciation shall be allowed upto maximum of 90% of Capital cost of asset. The Petitioner also seeks the depreciation of gross fixed asset value of the power plant to be at 90% of the asset value which corresponds to Rs. 16.55 Crores. The rate of depreciation for first thirteen years shall be 5.28% and 1.78% for the remaining useful life of the project from 14<sup>th</sup> year onwards, in accordance with Regulation 15.

#### 16.6.5 Working Capital and Interest on Working Capital:

In accordance with Regulation 17 of the Tariff Regulations 2017, the Petitioner also envisaged the working capital requirement by considering the sum of maintenance spares @ 15% of O&M expense, receivables equivalent to 2 months of Energy Charge for sale of electricity calculated on the normative CUF and O&M equal to 1 month. Accordingly, the Petitioner

envisages that a working capital interest rate of 11.12% shall apply to the Project.

#### 16.6.6 Operation & Maintenance (O&M) expenses:

In accordance with Regulation 20 of the Tariff Regulations 2017

(1) 'Operation and Maintenance or O&M expenses' shall comprise repair and maintenance (R&M), establishment including employee expenses, and administrative and general expenses.

(2) Operation and maintenance expenses shall be determined for the Tariff Period based on normative O&M expenses specified by the Commission subsequently in these Regulations for the first Year of Control Period.

(3) Normative O&M expenses allowed during first year of the Control Period (i.e. FY 2017-18) under these Regulations shall be escalated at the rate of 5.72% per annum over the Tariff Period.

The Petitioner envisages O&M expense at Rs. 10.71 Lakhs/MW for the first year of the operational period from the date of the commissioning of project and for the remaining term of the project life the escalation rate of 5.72% shall be applied.

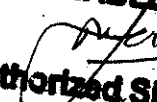
#### 16.6.7 Capacity Utilization Factor (CUF)

As per the Regulation 26 of the Tariff Regulations 2017,

#### 26. Capacity Utilisation Factor (CUF)

(1) CUF norms for this control period shall be as follows:

<i>Annual Mean Wind Power Density (W/m<sup>2</sup>)</i>	<i>CUF</i>
<i>upto 220</i>	<i>22%</i>
<i>221-275</i>	<i>24%</i>
<i>276-330</i>	<i>28%</i>
<i>331-440</i>	<i>33%</i>
<i>&gt;440</i>	<i>35%</i>

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*(2) The annual mean wind power density specified in sub-regulation (1) above shall be measured at 100 meter hub-height.*

*(3) For the purpose of classification of wind energy project into particular wind zone class, as per MNRE guidelines for wind measurement, wind mast either put-up by NIWE or a private developer and validated by NIWE, would be normally extended 10 km from the mast point in all directions for uniform terrain and limited to appropriate distance in complex terrain with regard to complexity of the site. Based on such validation by NIWE, state nodal agency should certify zoning of the proposed wind farm complex.*

The Petitioner proposes to use wind turbine generators of advanced technology and of a higher hub height of upto 140 meters, which would enable achievement of a CUF of 33%. Hence, for determination of tariff, the Petitioner proposes CUF to be considered at 33%.

#### 16.6.8 Levellized tariff

As per Regulation 10(3) of the Tariff Regulations 2017, the tariff shall be determined on levellized basis for the 'useful life' of the Renewable Energy Project.

The discount factor considered for this purpose is equal to the Post tax weighted average cost of capital on the basis of normative debt-equity ratio (70:30) specified under section 13 of the said regulations. Considering the normative debt equity ratio and weighted average of the rates of interest and post-tax return on equity, the discount factor is calculated. Interest rate for the loan component (i.e.70%) of Capital Cost is considered as 10.12% (as derived in paragraph 16.6.2 of this petition). For equity component (i.e. 30%), post-tax Return on Equity (ROE) of 14% is considered. The discount rate derived by this method is 9.22%.

Levellized tariff is calculated by carrying out levellization for 'useful life' considering the discount factor for time value of money specified under Regulation 10. Hence, considering the above parameters, the Petitioner has computed the levelized tariff for the Project at Rs. 4.25 per unit in view of the facts stated above and as reiterated in the below table. Also, as per CERC

regulation, 2017 the detailed computation for the tariff is shown in Form 1.1 and Form 2.1 which are enclosed as **Annexure 10 (Colly)**.

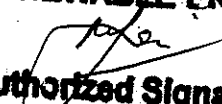
S.No	Particulars	Units	FY 2019-20
1	O&M Expenses	Rs Lakhs	22.5
2	Return on Equity	Rs Lakhs	85.9
3	Interest on Loan Capital	Rs Lakhs	112.8
4	Depreciation	Rs Lakhs	87.4
5	Interest on Working Capital	Rs Lakhs	5.30
6	<b>Total Cost</b>		<b>313.8</b>
7	<b>Unit Generated</b>	<b>MU</b>	<b>6.04</b>
8	<b>Per Unit Cost</b>	<b>Rs</b>	<b>5.20</b>
9	<b>Discount Factor</b>	<b>%</b>	<b>9.22</b>
10	<b>Levelised Tariff</b>	<b>Rs</b>	<b>4.25</b>

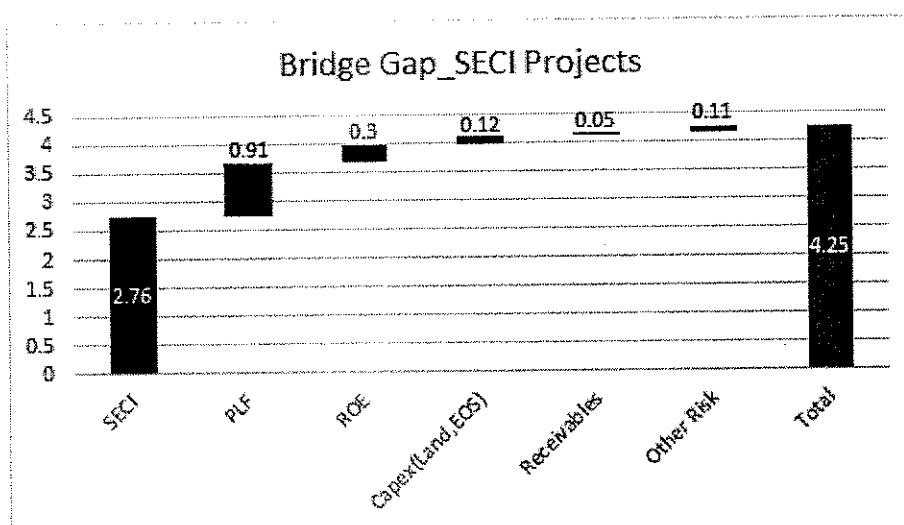
#### 17. Comparison of filed Tariff with that of competitive bidding

17.1 The Petitioner has compared the tariff derived through cost plus method with the average of last four bids conducted by SECI with respect to allotment of wind power projects i.e. Rs 2.76. The details of SECI projects is given below:

Particulars	Customer	Site	Capacity(MW)	Tariff
SECI I	SembCorp (Green Infra)	Chandragiri, TN	249.9	3.43
SECI II	SembCorp (Green Infra)	Desalpar, GJ	252	2.64
SECI III	Torrent Power	Lakhsath + Junachay, GJ	499.8	2.44
SECI IV	ENEL	Baranda, GJ	285.6	2.51
<b>Average</b>				<b>2.76</b>

The difference between average of per unit rate discovered through the competitive bids conducted by SECI and levelized tariff proposed by the Petitioner in para 15.6.8 above is Rs 1.49 per unit. The difference is shown by waterfall graph below.

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17.2 A bridge gap analysis has been depicted in the following sections to demonstrate the difference between SECI bids and the cost plus tariff.

- (i) Plant Load Factor (PLF): The PLF of the petitioner plant is 33% while the SECI bids III and IV were for high wind density sites in Gujrat where PLF is as high as 42%. The attachment as **Annexure 11** shows the estimated generation at SECI bid III site, which is around 42%. The per unit impact of the PLF reducing from 42% (Base case) to 33% (Change case) is Rs 0.91/unit.
- (ii) CAPEX: The CAPEX of the petitioner's project is higher than the SECI wind plant projects. The higher CAPEX of the plant is attributed to the following factors:
  - a) Land: SECI bid plants are set-up on revenue lands while the petitioner's plant is on private land which results in a cost difference. The cost difference between private and revenue land is mostly on account of private land purchase cost, stamp duty, NALA charges and relevant overhead charges. This pushes up the CAPEX by approximately Rs 50 lakh/ WTG. The impact of Capex (land cost) is estimated to be Rs. 0.12/ unit.
  - b) Economies of scale: Project size of SECI project was in the range of 250-300 MW whereas the project size here is upto 50 MW. There are economies of scale involved in terms of negotiation capabilities with vendors, costs involved in balance of plant, etc. whose impact

is material. However, in absence of specific data, the Petitioner is unable to determine this impact.

- (iii) Return on Equity: The equity return expectations (on post tax basis) of equity holders in SECI bid projects is expected to be in the range of 11-12% while the same for petitioner's project is 14%. The reason for lower return expectation in SECI projects is on account of their **better risk profile** (more robust payment security mechanism in the PPA, higher credit-worthy party in form of Central Government, assurance of power evacuation arrangements, etc.) and **competitive nature of procurement**. The difference in ROE expectation has an impact of Rs 0.30/ unit on the tariff.
- (iv) Receivables: Payments in SECI projects are made within 1 month whereas the petitioner has assumed receivables to the extent of 2 months for this project (although average delays faced by projects in Andhra Pradesh is to the tune of 6-8 months). The difference of 1 month in the timing of payment accounts for an impact of Rs. 0.05/ unit.
- (v) Other risks: This includes risk of curtailment which is much higher in Andhra Pradesh at around 1%. Further, the contracting cost in Andhra Pradesh is more than Gujrat. Impact of these risk factors is assessed to be around Rs 0.11/ unit.
- (vi) Inter-State transmission (ISTS) charges: Inter-State transmission (ISTS) charges: ISTS charges for transmission of power for interstate has been exempted. Due to this reason, SECI bids at such a low FIT rates are becoming viable, if such applicable charges are levied, the rate would be upwards of Rs 4.00

#### 18. **Additional Project Support Cost**

In addition to the investment of project cost of Rs. 16.55 Crore per WTG, the Petitioner expects to incur additional cost of Rs 0.3 Crore per WTG for upgrading the power evacuation infrastructure of APTRANSCO.

The additional cost per WTG on account of the above upgradation is Rs. 0.3 Crore per WTG. APTRANSCO has given approval to petitioner for financing and construction at existing 400 kV Urvakonda-1 SS. The detail for the same

For SV RENEWABLE ENERGY

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is attached as **Annexure 12**. Hence, the Petitioner requests for recovery of this additional cost through a suitable mechanism, over and above the tariff determined under these proceedings. It is to be noted that this infrastructure is critical to evacuate power from the wind projects and hence is an essential capex. The Petitioner is incurring this cost so as to achieve commissioning of the infrastructure in a timely manner. The created infrastructure will ultimately form a part of APTRANSCO's asset base, and as such APTRANSCO will be able to recover the cost corresponding to this asset from its consumers. The Hon'ble Commission may please devise a mechanism for the Petitioner to be suitably reimbursed for the cost incurred to create the infrastructure.

19. For the grounds elucidated between Para 5 to Para 18, we request this Hon'ble Commission to kindly initiate proceedings for the determination of project specific levelized tariff for the Project.
20. This Hon'ble Commission may permit the Petitioner to urge such additional grounds, if any, in defence of the contentions by permitting to amend the existing petition or to file such additional information, pleadings and rejoinders as may be necessary.
21. The Petitioner submits that it has already made substantial investment in the development of the Project and the Respondent is willing to procure the power generated from the Project. Hence, this Hon'ble Commission may be pleased to allow this petition.
22. The Petitioner submits that it has paid the requisite fee as required in accordance with the regulations of this Hon'ble Commission. This petition is in compliance with the directions of this Hon'ble Commission in O.P. No. 5 of 2017 and subsequent direction/instructions issued by this Hon'ble Commission. This petition is filed under Section 62, Section 64 (1), Section 86 (1) (a), Section 86 (1) (b), Section 86 (1) (e) of the Electricity Act, 2003 read with the Central Electricity Regulatory Commission (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2017 and Section 21 of the Andhra Pradesh Electricity Reform Act, 1998.

or **SV RENEWABLE ENERGY**

  
**Authorized Signatory**

23. That this Hon'ble Commission has jurisdiction to entertain the present petition and grant relief as prayed herein, under Section 62, Section 64 (1), Section 86 (1) (a), Section 86 (1) (b), Section 86 (1) (e) of the Electricity Act, 2003 read with the Central Electricity Regulatory Commission (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2017 and Section 21 of the Andhra Pradesh Electricity Reform Act, 1998. The Project is situated around Amidyala village, Anantapur district of the state of Andhra Pradesh and is therefore within the territorial jurisdiction of this Hon'ble Commission.

**PRAYER**

The Petitioner, therefore, prays that the Hon'ble Commission may be pleased to pass necessary orders on the following:

- (a) regulate the PPA (including any amendment thereof) by granting its consent and taking the same on record in accordance with Section 86 (1) (b) of the Electricity Act, 2003 read with Section 21 of the Andhra Pradesh Electricity Reform Act, 1998
- (b) fix project specific levelized tariff for the Project at Rs. 4.25 per unit;
- (c) allow the levelized tariff for the Project i.e. Rs. 4.25 to be applicable for PLF upto and including 33% . Any generation beyond 33% PLF, petitioner may consider the tariff applicable to be 75% of tariff determined for project.
- (d) pass necessary orders allowing the Petitioner to achieve COD of the Project within 2 years from the date of the order passed by this Hon'ble Commission under these proceedings;
- (e) allow recovery of the Project Support cost through a suitable mechanism over and above the tariff determined under these proceedings;
- (f) pass such other further orders as this Hon'ble Commission may deem fit and proper in the interest of justice and equity.

For SV RENEWABLE ENERGY

  
Authorized Signatory

COUNSEL FOR THE PETITIONER

PETITIONER

For SV RENEWABLE ENERGY

  
Authorized Signatory

### VERIFICATION

I, SPN. Venkat Jaisimha S/o. P. Narsing Rao, aged 48 years, being the authorised signatory of the Petitioner, having office at 5th Floor, Godrej Millennium, 9, Koregaon Park Road, Pune 411001, do hereby verify that the contents of the paras 1 to 23 are true and correct to my personal knowledge as well as from the records of the Petitioner. Hence verified.

**For SV RENEWABLE ENERGY**

*Spn*  
**Authorized Signatory**

**PETITIONER**

Hyderabad.  
03.01.2019

### COUNSEL FOR THE PETITIONER

### LIST OF DOCUMENTS

Annexure Number	Description of Document	Remarks
1	Copy of certificate for proprietor business	Photocopy
2	Copy of Letter of Authority	Photocopy
3	Copy of Memorandum of Understanding with GoAP	Photocopy
4	Copy of Project Implementation Agreement with GoAP	Photocopy
5	Copy of Project Agreement with NREDCAP	Photocopy
6	Copy of Project Implementation Agreement with APDISCOMS	Photocopy
7	Copy of proceedings and agreement with NREDCAP	Photocopy
8	Copy of letters between Petitioner and Respondent and Respondent and APERC	Photocopy

**For SV RENEWABLE ENERGY**

*Spn*  
**Authorized Signatory**

9	Copy of CERC (Terms and Conditions for determination of tariff from Renewable Energy Sources) Regulations, 2017	Photocopy
10	Form 1.1 and Form 2.1 for computation of tariff as per CERC Regulations 2017	Photocopy
11	Copy of the estimated generation at SECI bid III site, which is around 42%	Photocopy
12	Copy of approval given by to the petitioner for financing and construction at existing 400 kV Urvakonda-1 SS.	Photocopy
13.	Power Purchase Agreement and Amendment to Power Purchase Agreement	Photocopy

for **SV RENEWABLE ENERGY**

  
Authorized Signatory

Hyderabad.  
03.01.2019

**PETITIONER**

**COUNSEL FOR THE PETITIONER**

for **SV RENEWABLE ENERGY**

  
Authorized Signatory





**BEFORE THE ANDHRA PRADESH ELECTRICITY REGULATORY COMMISSION, HYDERABAD**

**FILING NO.  
CASE NO. O.P. No. / 2018**

**IN THE MATTER**

To determine tariff for wind power project in the state of Andhra Pradesh in accordance with Section 61 (h), Section 62 (1) (a), Section 64 (1), Section 86 (1) (a), Section 86 (1) (b) and Section 86 (1) (e) of the Electricity Act, 2003 read with the Central Electricity Regulatory Commission (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2017 and Section 21 of the Andhra Pradesh Electricity Reform Act, 1998.

**AND**

**IN THE MATTER OF**

**M/S SV Renewable Energy**

.....Petitioner

**AND**

**Southern Power Distribution Company of AP Limited**

.....Respondents

**VERIFYING AFFIDAVIT**

I, SPN. Venkat Jaisimha S/o. P. Narsing Rao, aged about 48 years, being the authorised signatory of the Petitioner, do hereby solemnly affirm and state on oath as under:

- 01. I state that I am the authorised signatory of the Petitioner.
- 02. I state that I am well aware of the facts and circumstances of this case and hence authorized to swear to this affidavit.
- 03. I state that the contents of the accompanying the Petition from Para 1 to 23 are true and correct to the best of my knowledge, information and belief

Identified by me:

X

**of SV RENEWABLE ENERGY**

**Authorized Signatory**

Deponent

Advocate

**of SV RENEWABLE ENERGY**

**Authorized Signatory**

**BEFORE THE ANDHRA PRADESH  
ELECTRICITY REGULATORY  
COMMISSION, HYDERABAD**

FILING NO.

CASE NO. O.P. No. / 2018

**IN THE MATTER**

To determine tariff for wind power project in the state of Andhra Pradesh in accordance with Section 61 (h), Section 62 (1) (a), Section 64 (1), Section 86 (1) (a), Section 86 (1) (b) and Section 86 (1) (e) of the Electricity Act, 2003 read with the Central Electricity Regulatory Commission (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2017 and Section 21 of the Andhra Pradesh Electricity Reform Act, 1998.

**AND**

**IN THE MATTER OF**

**M/S SV Renewable Energy**

.....Petitioner  
**AND**

**Southern Power Distribution Company of  
AP Limited**

.....Respondent

**Filed on: .01.2019**

**Filed By: Counsel for the Petitioner**

*Address for Service*

**INDUSLAW, ADVOCATES**

**Mr. Deepak Chowdhury**

**G. P. Yash Vardhan**

**204, Ashoka Capitol, Opp: KBR Park,  
Banjara Hills, Hyderabad – 500 034**

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**BEFORE THE ANDHRA PRADESH ELECTRICITY REGULATORY COMMISSION,  
HYDERABAD**

O.P. No. OF 2018

BETWEEN:

**M/S SV Renewable Energy**

.....Petitioner

AND

**Southern Power Distribution Company of AP Limited**

.....Respondents

VAKALATNAMA

I/WE, M/S. SV RENEWABLE ENERGY A PROPRIETORSHIP CONCERN HAVING ITS REGISTERED OFFICE at 5<sup>th</sup> Floor, Godrej Millennium, 9, Koregaon Park Road, Pune 411001 REP BY Mr. SPN. Venkat Jaisimha S/o. P. Narsing Rao, aged about 48 years, DO HEREBY APPOINT AND RETAIN:

**DEEPAK CHOWDHURY  
G.P. YASH VARDHAN  
KAUSHIK PRANAV. D  
INDUSLAW, ADVOCATES**


to appear for me/us in the above complaint case/suit/appeal/petition, case and to conduct and prosecute and defend the same and all proceedings that may be taken in respect of the complaint case. I/We, empower my/our advocate/s to appear in all miscellaneous proceedings in the above case or matter till all decrees or order are fully satisfied, or adjusted to compromise and obtain the return of documents and draw any money that might be payable to me/us in the said complaint case or matter and I/We do further empower my/our advocate/s to accept on my/our behalf service of notice of all or any appeal or petition filed in any court or appeal reference or revision with regard to the said suit or before disposal of the same in this Hon'ble High Court.

**For SV RENEWABLE ENERGY**

  
**Authorized Signatory**

Certified that the executant's who is well acquainted with English, read this Vakalatnama that the contents of this Vakalatnama were read out and explained in Urdu/Hindi/Telugu to the executants he/she/they being un acquainted with English, who appeared perfectly to understand the same and signed or put his/her/there name or mark in my presence.

Solemnly affirmed and signed before me on this the 18<sup>th</sup> day of September, 2018 at Hyderabad.

  
Advocate

000002

BEFORE THE ANDHRA PRADESH  
ELECTRICITY REGULATORY COMMISSION,  
HYDERABAD  
FILING NO.

CASE NO. O.P. No. / 2018

**IN THE MATTER**

To determine tariff for wind power project in the state of Andhra Pradesh in accordance with Section 61 (h), Section 62 (1) (a), Section 64 (1) and Section 86 (1) (a) of the Electricity Act, 2003 read with the Central Electricity Regulatory Commission (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2017.

**AND**

**IN THE MATTER OF**

**M/S SV Renewable Energy**

.....Petitioner

**AND**

**Southern Power Distribution Company of AP  
Limited**

.....Respondent

**VAKALAT**

**Filed on: 18.09.2018**

**Filed By: Counsel for the Petitioner**

Address for Service

**INDUSLAW, ADVOCATES**

**Mr. Deepak Chowdhury**

**G. P. Yash Vardhan**

**204, Ashoka Capitol, Opp: KBR Park,  
Banjara Hills, Hyderabad – 500 034**

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ANNEXURE NO. 1

*Ranpura Desai & Co.*  
Chartered Accountants

**TO WHOM SO EVER IT MAY CONCERN**

**Certificate for Proprietorship Business**

I, the undersigned, a qualified Chartered Accountant, CA Ravi Tanna bearing Membership No. 136635 based on information given to me certify that:-

- 1) Mrs. Sangita Vinod Tanti PAN No AARPT6365Q is proprietor of proprietorship named as S V Renewable Energy.
- 2) The said Proprietorship firm is in the business of Generating and Selling the Electricity from the Wind Turbine Generator.
- 3) The Office address of M/s SV Renewable Energy: 80/80A Florida Estate; Keshavnagar; Mundhwa; Pune 411036; Phone No: 020 26150131; Email ID: samanvaya@eth.net

After ensuring that the information furnished is true and correct in all respects, no part is false or misleading, we confirm that we have no objection in certifying the credential of the Proprietorship. (or We declare and confirm that the contents of the Certificate are true and correct to the best of our knowledge and belief).

The Certificate is not in any way meant to provide any kind of assurance. Further, we do not accept any liability for the same.

Certificate No. RD- 2473

Place : Rajkot  
Date : 16.12.2017



For Ranpura Desai & Co.  
Chartered Accountants  
[FRN: 117476W]

  
(Ravi D Tanna)

Partner  
[Membership No. 136635]



## SV Renewable Energy

80/80A Florida Estate;  
Keshavnagar; Mundhwa;  
Pune; 411036; Maharashtra  
Phone: 020.26150131  
email: [samanvaya@eth.net](mailto:samanvaya@eth.net)

### AUTHORITY LETTER

I Mrs. Sangita Vinod Tanti being the Proprietor of M/s. SV Renewable Energy, hereby ('the Company') authorize Mr. SPN Venkat Jaisimha, S/o. Mr. P. Narsing Rao, aged 48 years, to sign vakalanama and appoint counsel, sign, verify, appear and file petition on behalf of the Company, before the Hon'ble Andhra Pradesh Electricity Regulatory Commission for determination of tariff for the Wind Power Project of capacity 2.1 MW being developed by the Company 2.1 MW capacity around Amidala Site, in Ananthapuram district of Andhra Pradesh.

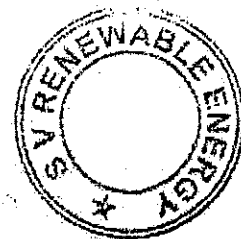
Mr, SPN. Venkat Jaisimha, is further authorised to personally appear and make submissions, give evidence, file supporting affidavits, supplementary petitions, documents etc. as may be required from time to time during the hearings before the Hon'ble Andhra Pradesh Electricity Regulatory Commission, in the above matter and generally do all other acts and things as may be necessary in the connection with the aforesaid matter.

For SV Renewable Energy

Sangita V. Tanti

Sangita V. Tanti

Proprietor









తెలంగాణ తెలంగాణ TELANGANA

*[Signature]*  
C 414711

Sl. No. 23347 Date. 17/10/2015.  
 Sold To : Jaisimha  
 S/o : Narsig Rao R/o. Hyd.  
 To Whom : Suzlon Energy Ltd.

K. N. LAL BABU  
 Licenced Stamp Vendor  
 LICENCENO.16-07-086/2012,  
 R.L.NO.16-07-002/2015.  
 H.No.3-5-948/91/A, Himayath Nagar  
 HYDERABAD DISTRICT  
 PHONE NO. 09492424379

MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding ("MOU") is entered into on this 4<sup>th</sup> day of December, 2015 at Vijayawada by and between:

**SUZLON ENERGY LIMITED**, a company duly incorporated under the Companies Act 1956, having its registered office at 5 Shrimali Society, Near Shri Krishna Complex, Navrangpura, Ahmedabad – 380009, Gujarat, India and its Corporate Office at "One Earth" Building, Hadapsar, Pune-411028, Maharashtra, India represented by its authorised signatory Mr Tulsi Tanti, Chairman & Managing Director (hereinafter referred to as "**Suzlon Group**", which term shall mean and include its successors in interest, group companies, associates and assigns);

AND

Suzlon Energy Ltd.  
*[Signature]*  
 Tulsi R Tanti  
 Chairman & Managing Director

For Axis Energy Ventures India Private Limited  
*[Signature]*  
 Chairman & Managing Director

*[Signature]*  
 AJAY JAIN, IAS.,  
 Secretary to Government  
 Energy, Infrastructure & Investment De  
 A.P. Secretariat, Hyderabad - 500 02



తెలంగాణ తెలంగాణ TELANGANA

Sl. No: 23346 Date: 17/10/2015.  
 Sold To : Jaisimha  
 S/o : Narsig Rao R/o. Hyd.  
 To Whom : Suzlon Energy Ltd.

K. N. LAL BABU  
 Licenced Stamp Vendor  
 LICENCE NO. 16-07-086/2012,  
 R.L. NO. 16-07-002/2015.  
 H.No. 3-5-948/91/A, Himayath Nagar  
 HYDERABAD DISTRICT  
 PHONE NO. 09492424379

2


**AXIS ENERGY VENTURES INDIA PRIVATE LIMITED**, a holding Company of Axis Energy Group, a Company duly incorporated under the Companies Act 1956, having its registered office at 2<sup>nd</sup> floor, Plot No.3, H No.6-3-680/8/3, PMR Plaza, Thakur Mansion Lane, Somajiguda, Hyderabad - 500082, represented by its authorised signatory Mr. K. Ravikumar Reddy, Chairman & Managing Director (hereinafter referred to "Axis Energy Group" which term shall mean and include its successors in interest, group companies, associates and assigns),

Suzlon Group and Axis Energy Group, hereinafter shall jointly be referred to as the "Parties of First Part/First Party";

AND


**GOVERNMENT OF ANDHRA PRADESH**, represented by its Secretary, Energy, Infrastructure and Investment Department & CRDA, Government of Andhra Pradesh, Secretariat, Hyderabad, hereinafter referred to as the "Party of the Second Part/Second Party".

Page 2 of 8

Suzlon Energy Ltd.  
  
 Tulsi R Tanti  
 Chairman & Managing Director

For Axis Energy Ventures India Private Limited

  
 Chairman & Managing Director

  
 AJAY JAIN, IAS.,  
 Secretary to Government  
 Energy, Infrastructure & Investment De.  
 A.P. Secretariat, Hyderabad - 500 022.



తెలంగాణ తెలంగాణ TELANGANA

*[Signature]*  
C 414709

Sl. No. 23345 Date. 17/10/2015.  
Sold To : Jaisimha  
S/o : Narsig Rao R/o. Hyd.  
To Whom : Suzlon Energy Ltd.

K. N. LAL BABU  
Licenced Stamp Vendor  
LICENCE NO. 16-07-086/2012,  
R.L. NO. 16-07-002/2015.  
H.No. 3-5-948/91/A, Himayath Nagar  
HYDERABAD DISTRICT  
PHONE NO. 09492424379

3

**WHEREAS:**

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

The National Institute of Wind Energy (NIWE) has assessed the potential of the State of Andhra Pradesh in wind power projects to be over 22,000 MW with maximum potential identified in the districts of Ananthapuramu, Kadapa, Kurnool, Chittoor and Nellore. The Second Party, in order to promote the development of clean energy initiative, has issued Wind Power Policy 2015 and the Andhra Pradesh Industrial Policy 2015-2020.

Page 3 of 8

Suzlon Energy Ltd.  
*[Signature]*  
Tulsi R Tanti  
Chairman & Managing Director

For Andhra Energy Ventures India Private Limited

*[Signature]*  
Chairman & Managing Director

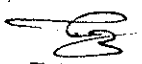
*[Signature]*  
AJAY JAIN, IAS.,  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

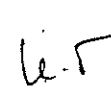
Suzlon Group which is the largest wind energy player of India, and one of the world leaders, along with its associates is in the business of manufacturing wind turbine generators and developing wind and solar power projects through engineering, procurement and supply model for various independent power producers across India and has about 14 manufacturing facilities spread across India and America. Suzlon Group has built and consolidated its presence in 19 countries and installed over 14,600 MW of wind power projects globally.

Suzlon Group while participating in the First Renewable Energy Global Investors Meet (RE-INVEST), 2015 held on February 15, 2015, had given a commitment to the Honourable Prime Minister of India, in presence of Honourable Minister for New & Renewable Energy, Power and Coal of India, to develop 11,000 MW of capacity of new wind capacity and develop new manufacturing facilities over a period of five years.

Suzlon Group in pursuance to the said commitment initially signed Memorandum of Understanding dated February 15, 2015 at New Delhi with the Second Party for setting up of manufacturing facility for blades and wind power projects for an aggregate capacity of 430 MW in state of Andhra Pradesh. Subsequently, the Suzlon Group also signed another Memorandum of Understanding dated April 29, 2015 with Industries Department, GoAP on the eve of the launch of Andhra Pradesh Industry Mission, 2015 and Industrial Policy 2015-2020 at Visakhapatnam, for setting up of integrated manufacturing facility for manufacture of wind turbines in the state of Andhra Pradesh. Both the memorandum of understandings dated February 15, 2015 and April 29, 2015 were executed in presence of Honourable Chief Minister of Andhra Pradesh (hereinafter both MoUs are jointly referred as "Suzlon MoUs").

Suzlon Group is desirous of participating in the initiatives of Second Party in harnessing the wind power potential in the state of Andhra Pradesh, by (i) setting up three manufacturing facilities i.e two (2) at Anathapuramu (for nacelles and blades) and one at Krishnapatnam (for towers) ("**Manufacturing Facilities**"); and (ii) setting up renewable energy projects for an aggregate capacity of around 3,000 MW capacity of wind power projects and 1000 MW Wind Solar Hybrid project, at sites feasible for developing such projects in the State of Andhra Pradesh (together "**Renewable Energy Projects**");

Suzlon Energy Ltd.  
  
 Tulsi R Tanti  
 Chairman & Managing Director


For Ash Energy Ventures India Private Limited  
  
 Chairman & Managing Director

Page 4 of 8  
 No. 5  
 AJAY JAIN, IAS.,  
 Secretary to Government  
 Energy, Infrastructure & Investment De  
 A.P. Secretariat, Hyderabad - 500


Axis Energy Group which is in the business of developing Renewable Energy Projects, in particular Wind and Solar, and had presented the "Green Energy Commitment" to the Honourable Prime Minister of India during the First Renewable Energy Global Investors Meet (RE-INVEST), 2015 on February 15, 2015 at New Delhi. Axis Energy Group gave a commitment to develop 12,500 MW of Renewable Energy Projects comprising of 7,000 MW in wind and 5,500 MW in solar projects.

Axis Energy Group has committed to develop 4,000 MW wind power projects (for which, Axis Energy Group has already entered into a MoU on 28 Wind Monitoring Stations for Wind Resource Assessment studies with NREDCAP/NIWE ("Axis MoU") and 2500 MW solar power projects in the State of Andhra Pradesh. As per initial studies, the potential generation capacity estimated under the Axis MOU is around 3500-4000 MW of wind power projects, in addition to the 1,066 MW capacities of wind power projects sanctioned by the Government of Andhra Pradesh. Accordingly, Axis Energy Group had given commitment to establish wind power projects in state of Andhra Pradesh and had entered into *Memorandum of Understanding* with the Government of Andhra Pradesh in the presence of the Honourable Chief Minister of Andhra Pradesh on February 15, 2015 ("GoAP MoU"). Government of Andhra Pradesh has given undertaking to facilitate the Axis Energy Group to obtain approvals /permissions / clearances etc. from concerned departments as per rules/policies/regulations prevailing.

The Parties of the First Part, in view of the common objectives under GoAP MoU and the Suzlon MoUs, are proposing to collaborate and jointly develop (under various business models) the Renewable Energy Projects (SUZLON group jointly with Axis Group) and the Manufacturing Facilities (by SUZLON Group) in the State of Andhra Pradesh over a period of next five years. Hence, the Parties of the First Part have also held discussions and decided to jointly approach the Second Party, seeking assistance for setting up the Manufacturing Facilities and developing the Renewable Energy Projects. The Second Party, on the request of the Parties of First Part, have agreed to facilitate the establishment of the Manufacturing Facilities and the development of the Renewable Energy Projects in the State of Andhra Pradesh, pursuant to the provisions of this MoU.

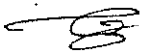
**Suzlon Energy Ltd.**  
  
**Tulsir R Tanti**  
**Chairman & Managing Director**

**For Axis Energy Ventures India Private Limited**  
  
**Chairman & Managing Director**


  
**AJAY JAIN, IAS.,**  
**Secretary to Government**  
**Energy, Infrastructure & Investment Dept.**  
**A.P. Secretariat, Hyderabad - 500 022.**

**NOW THEREFORE, PARTIES HEREIN HAVE AGREED TO THE FOLLOWING.**


1. The Parties of First Part propose to develop (under various business models) the Manufacturing Facilities and Renewable Energy Projects in State of Andhra Pradesh over a period of next five years between 2015 to 2020. The Parties of First Part in this regard agree and undertake to the following:
  - (i) Achieve the implementation of Manufacturing Facilities by SUZLON Group and Renewable Energy Projects by SUZLON & Axis Group by March 31, 2020;
  - (ii) To generate employment, subject to applicable laws and requirement of the Manufacturing Facilities and Renewable Energy Projects;
  - (iii) Set up skill development centres in relation to Manufacturing Facilities and Renewable Energy Projects;
  - (iv) Submit a business plan/project schedule identifying the development of the Manufacturing Facilities and the Renewable Energy Projects; and
  - (v) Provide security in the form of Bank Guarantee at the rate of Rs. 5 lakhs per MW for the entire capacity of the Renewable Energy Projects, on a progressive basis to the Second Party.
2. The Second Party agrees to the following:
  - (i) In relation to setting up of the Manufacturing Facilities and development of the Renewable Energy Projects:
    - Priority allotment of government land on long term lease basis to the First Party/ Parties of First Part in accordance with procedure in vogue, and wherever required assistance to the First Party/ Parties of First Part, as the case may be, for procurement of Private and Forest land;
    - Facilitate the First Party/ Parties of First Part, as the case may be, in the acquisition of identified land in accordance with law.
    - Permit the development of Renewable Energy Projects on the land identified by the First Party;

**Suzlon Energy Ltd.**  
  
 Tulsil R Tanti  
 Chairman & Managing Director

**For Axis Energy Ventures India Private Limited**

  
 Chairman & Managing Director


Page 6 of 8

  
**AJAY JAIN, IAS.,**  
 Secretary to Government  
 Energy, Infrastructure & Investment  
 A.P. Secretariat, Hyderabad - 500

- Facilitate the approval of the relevant gram panchayats for setting up the Renewable Energy Projects;
  - Facilitate availability the benefits under single window clearance for procuring necessary approvals and clearances for setting up of the Manufacturing Facilities and development of the Renewable Energy Projects; and
- (ii) Priority allocation of capacities for the Renewable Power Projects as per the procedures in vogue by NREDCAP;
  - (iii) Make Availability of all benefits under the Wind Power Policy 2015 and the Andhra Pradesh Industrial Policy of 2015-2020.
  - (iii) Make Availability of adequate power evacuation facilities by the power transmission corporation/s for evacuation of power from the inter connecting point of Renewable Energy Projects as per the procedure in vogue.
  - (iv) Make Availability of necessary infrastructure for ensuring unhindered access to and utilisation of the Manufacturing Facilities and the Renewable Energy Projects.
  - (v) Provide to the First Party incentives under the Mega Industrial Policy of the Government of Andhra Pradesh.
3. Execution of firm Power Purchase Agreements for the capacities committed under this MOU with Feed in Tariff as per the prevailing regulations and orders of the AP Electricity Regulatory Commission for Wind Power and Wind Solar Hybrid Power Projects
  4. Axis Energy Group represents to the Second Party that they are collaborating with Suzlon Group, for the development of the above mentioned projects and further agrees and confirms to Second Party that as part of the said collaboration, they will allocate capacity to the First Party/ Parties of First Part for development of the Renewable Energy Projects, and extend other rights and benefits to the First Party/ Parties of First Part as may be available to it in terms of the MoU with the Second Party.

**Suzlon Energy Ltd.**  
  
 Tuls R Tanti  
 Chairman & Managing Director

**For Axis Energy Ventures India Private Limited**  
  
 Chairman & Managing Director

  
**AJAY JAIN, IAS.,**  
 Secretary to Government  
 Energy, Infrastructure & Investment Dept.  
 A.P. Secretariat, Hyderabad - 500 022.



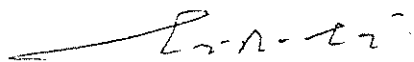
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5. Besides the understanding agreed herein, the Second Party and the First Party will execute a Project Implementation Agreement within 30 days from the execution of this MoU, setting out in detail the terms and conditions (including the timelines) for implementation of the commercial transaction contemplated herein.
6. This MoU shall be governed by laws of India.

IN WITNESS WHEREOF, the parties have caused this MoU to be duly executed by their duly authorised representatives on the date and year first here in above.

For and on behalf of  
**Suzlon Energy Ltd**



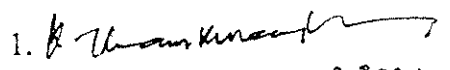
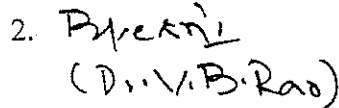
Tulsi Tanti  
Chairman &  
Managing Director

For and on behalf of  
**Axis Energy Ventures  
India Private Limited**

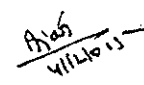


K RAVI KUMAR REDDY  
Chairman &  
Managing Director

Witness:

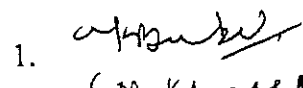
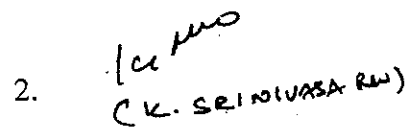
-   
(K-KIRAN KUMAR REDDY.)
-   
(D.V.B. Rao)

For and on behalf of  
**Government of Andhra  
Pradesh**



SECRETARY,  
Energy, I&I and CRDA

Witness:

-   
(M. KAMALAKRISHNA)
-   
(K. SRINIVASA RAO)



తెలంగాణ తెలంగాణ TELANGANA

D 912099

Sl. No: 828 Date: 08/01/2016.  
 Sold To : Karunakar  
 S/o : Late Ramulu R/o. Hyd.  
 To Whom : Axis Energy Ventures India Private Limited.

K. N. LAL BABU  
 Licenced Stamp Vendor  
 LICENCE NO. 16-07-086/2012,  
 R.L. NO. 16-07-002/2015.  
 H.No. 3-5-948/91/A, Himayath Nagar  
 HYDERABAD DISTRICT  
 PHONE NO. 09492424379

## PROJECT IMPLEMENTATION AGREEMENT


THIS PROJECT IMPLEMENTATION AGREEMENT ("Agreement") is executed on the 11<sup>th</sup> day of the month of January, 2016 between:

THE GOVERNMENT OF ANDHRA PRADESH, represented by Secretary, Energy, Infrastructure and Investment Department & CRDA, Government of Andhra Pradesh, Secretariat, Hyderabad. (hereinafter referred to as "GoAP" or the "First Party" which expression shall include its successors);

AND

SUZLON ENERGY LIMITED, a company duly incorporated under the Companies Act 1956, having its registered office at 5 Shrimali Society, Near Shri Krishna Complex, Navrangpura, Ahmedabad - 380009, Gujarat, India and its Corporate Office at "One Earth" Building, Hadapsar, Pune-411028, Maharashtra, India represented by its authorised signatory Mr. Tulsu Tanti, Chairman and Managing Director, (hereinafter referred to as "Suzlon", which term shall mean and include its successors in interest, group companies, associates and assigns);

*Ajay*  
**AJAY JAIN, IAS.,**  
 Secretary to Government  
 Energy, Infrastructure & Investment Dept.  
 A.P. Secretariat, Hyderabad - 500 022.

Suzlon Energy Ltd.  
  
**Tulsu R Tanti**  
 Chairman & Managing Director

For Axis Energy Ventures India Private Limited

Chairman &amp; Managing Director

AND


**AXIS ENERGY VENTURES INDIA PRIVATE LIMITED**, a company duly incorporated under the Companies Act 1956, having its registered office at 2nd Floor, Plot no.3, House No. 6-3-680/8/3, PMR Plaza, Thakur Mansion Lane, Somajiguda, Hyderabad – 500 082, represented by its authorised signatory Mr. K. Ravi Kumar Reddy, Chairman and Managing Director (hereinafter referred to “Axis” which term shall mean and include its successors in interest, group companies, associates and assigns),

Suzlon and Axis are hereinafter jointly referred to as “**Second Party**”

**WHEREAS:**

- A. Suzlon along with its associates is engaged in the business of manufacturing wind turbine generators and developing wind and solar power projects through engineering, procurement and supply model for various independent power producers. Axis, is one of the largest independent power producers in India with primary focus in development and operations of renewable energy projects.
- B. Government of India (GoI) (defined hereinafter) as part of its goal to achieve green energy commitment has emphasized on increasing the development of renewable energy projects and enhancement of the capacities of power production through renewable energy sources. This has also led to various states with high resources and possibilities of renewable energy power production, such as the state of Andhra Pradesh, to promote the establishment of new and renewable energy projects. The GoAP, in order to promote the development of clean energy initiative, has issued Wind Power Policy 2015 and the Andhra Pradesh Industrial Policy 2015-2020.
- C. The National Institute of Wind Energy (NIWE) has assessed the potential of the state of Andhra Pradesh in wind power projects to be over 22,000 MW with maximum potential identified in the districts of Ananthapuramu, Kadapa, Kurnool, Chittoor and Nellore.
- D. Suzlon while participating in the first renewable energy global investors meet (RE-INVEST), 2015 held on February 15, 2015, had given a commitment to the Honorable Prime Minister of India, in the presence of Honorable Minister for New and Renewable Energy, Power and Coal of India, to develop 11,000 MW of capacity of new wind capacity and develop new manufacturing facilities over a period of 5 years. Suzlon in pursuance to the said commitment initially signed memorandum of understanding (MoU) dated February 15, 2015 at New Delhi with the GoAP for setting up of manufacturing facility for blades and wind power projects for an aggregate capacity of 430 MW in the state of Andhra Pradesh. Subsequently, Suzlon also signed another MoU dated April 29, 2015 with Industries Department, GoAP on the eve of the launch of Andhra Pradesh Industry Mission, 2015 and Industrial Policy 2015-20 at Vishakapatnam, for setting up of integrated manufacturing facility for manufacture of wind turbines in the state of Andhra Pradesh. Both the MoU dated February 15, 2015 and April 29, 2015 were executed in presence of Honorable Chief Minister of Andhra Pradesh. (both these documents are attached as **Annexure 1**).
- E. Axis Energy which is in the business of developing Renewable Energy Projects, in particular Wind and Solar, and had presented the “**Green Energy Commitment**” to the Honourable Prime Minister of India during the First Renewable Energy Global Investors Meet (RE-INVEST), 2015 on February 15, 2015 at New Delhi. Axis Energy Group gave a commitment to develop 12,500 MW of Renewable Energy Projects comprising of 7,000 MW in wind and 5,500 MW in solar projects.

<sup>Ash</sup>  
**AJAY JAIN, IAS.,**  
 Secretary to Government  
 Energy, Infrastructure & Investment Dept.  
 A.P. Secretariat, Hyderabad - 500 022.

**Suzlon Energy Ltd.**  
  
 Tulsi R Tanti  
 Chairman & Managing Director

For Axis Energy Ventures India Private Limited

  
 2  
 Chairman & Managing Director

- F. Axis Energy based on the commitment in RE-INVEST 2015 has committed to develop 4,000 MW wind power projects (for which, Axis Energy has already entered into a MoU on 28 Wind Monitoring Stations for Wind Resource Assessment studies with NREDCAP/NIWE ("Axis MoU") and 2500 MW solar power projects in the State of Andhra Pradesh and entered into *Memorandum of Understanding* with the Government of Andhra Pradesh in the presence of the Honourable Chief Minister of Andhra Pradesh on February 15, 2015 ("GoAP MoU"). In terms of the GoAP MoU, Government of Andhra Pradesh has given undertaking to facilitate the Axis Energy Group to obtain approvals/permissions/clearances etc. from concerned departments as per rules/policies/regulations prevailing.
- G. In view of the common objectives and intention of developing renewable energy projects both Suzlon and Axis have discussed and agreed to collaborate and jointly develop the Renewable Energy Projects (as defined hereinafter) in the state of Andhra Pradesh and accordingly on September 03, 2015 a proposal was submitted to GoAP for development of 4000 MW of renewable energy projects in AP along with manufacturing facilities. GoAP after considering the proposal with the concerned authority approved the same and has issued government order G.O.Ms No. 15 dated November 27, 2015 ("GO") (attached herewith as Annexure 2).
- H. The Parties in pursuance of said GO, have executed Memorandum of Understanding dated December 04, 2015 ("MoU") attached herewith as Annexure 3. As per the MoU, Suzlon and Axis have agreed to jointly participate in developing renewable energy projects (comprising of wind power projects (3000 MW) and wind-solar hybrid power projects (1000 MW) projects) for an aggregate capacity of about 4000 MW ("Renewable Energy Projects") and Suzlon shall additionally develop facilities for manufacturing blade, tower, nacelle/generator at multiple locations such as Anathapuramu and Nellore districts or such other districts identified subsequently ("Manufacturing Facilities").
- I. In terms of the MoU the Parties had agreed to execute Project Implementation Agreement incorporating the terms and conditions relating to the implementation of the Renewable Energy Projects and the Manufacturing Facilities.

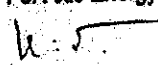
NOW THEREFORE, PARTIES HEREIN HAVE AGREED TO THE FOLLOWING.

1. **INTERPRETATIONS**

- 1.1 The nomenclature of this Agreement, heading and paragraph numbers are only for the convenience of reference -.
- 1.2 Reference to persons and words denoting natural persons shall include bodies, corporate, partnerships, joint ventures, statutory and other authorities and entities.
- 1.3 Reference to any enactment, ordinance or regulation or any provision thereof shall include any amendment thereof or any replacement in whole or in part.
- 1.4 Reference to Recitals, Clauses, or Sub-Clauses shall unless the context otherwise requires, be deemed to include the Recitals, Clause or Sub-Clauses of this Agreement.
- 1.5 The words importing singulars shall include plurals and vice-versa as the case may be.
- 1.6 Terms beginning with capital letters and defined as per this Agreement shall have the same meaning ascribed thereto.
- 1.7 Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference, to that agreement, deed, instrument, license or other document as amended varied, supplemented, modified or suspended at the time of such

AJAY JAIN, IAS.,  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

Suzlon Energy Ltd.  
  
Tuls R Tanti  
Chairman & Managing Director

For Axis Energy Ventures India Private Limited  
  
Chairman & Managing Director

reference provided that this Clause shall not operate so as to increase liability or obligations of any Party hereunder or pursuant hereto in any manner whatsoever.

- 1.8 Any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or report required under or pursuant to this Agreement from or by any party shall be valid and effectual only if it is in writing and under the hands of duly authorized representative of such party in this behalf and not otherwise.
- 1.9 Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days' or dates.
- 1.10 The words / expressions used in this Agreement shall bear the same meaning as assigned to them in the context in which these have been used in this Agreement.

## 2. DEFINITIONS

- 2.1 In this Agreement, the various terms shall have the following meanings, except where the context otherwise requires, definitions and other terms expressed in the singular shall also include the plural and vice versa, namely:-

**"Agreement"** means this Agreement together with the Schedules attached herein and any amendments made thereto in accordance with the provisions herein contained.

**"Applicable Permits"** shall mean all clearances, permits, authorisations, consents and approvals required to be obtained or maintained under applicable laws in connection with the Renewable Energy Projects and/or the Manufacturing Facilities during the subsistence of this Agreement.

**"Arbitration Act"** means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof as in force from time to time.

**"Commercial Operation"** shall mean the date when the Renewable Energy Projects or the Manufacturing Facilities, as the case may be, shall be commissioned as per the respective implementation plan agreed with GoAP.

**"Dispute"** shall have the meaning as specified in Clause 10.

**"Effective Date"** shall mean the date of signing of this Agreement.

**"Force Majeure"** shall have the meaning as ascribed thereto in Clause 8.


**"GoAP"** shall mean the state government of the Andhra Pradesh.

**"GoI"** shall mean Government of India.

**"Individual Project"** shall mean each renewable energy project set up as part of the Renewable Energy Projects based on allotment issued by NREDCAP.

**"Interconnection Facilities"** means all the equipment and facilities, including, but not limited to, all metering facilities, switchgear, substation facilities, transmission lines and

*AS*  
**AJAY JAIN, IAS.,**  
 Secretary to Government  
 Energy, Infrastructure & Investment Dept.  
 A.P. Secretariat, Hyderabad - 500 022.

**Suzlon Energy Ltd.**  
  
**Tulsi R Tanti**  
 Chairman & Managing Director

**For Axis Energy Ventures India Private Limited**  
  
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**Chairman & Managing Director**

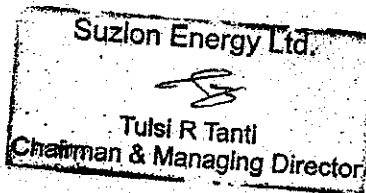
Related infrastructure necessary to enable the evacuation of power from the inter connecting point of an Individual Project to the grid.

"Power Purchase Agreement" shall mean a contractual agreement to be signed with the Andhra Pradesh Power Distribution Companies or any other body for the sale of power generated from the Renewable Energy as may be approved by APERC from time to time.

"Parties" shall mean collectively GoAP and the Second Party.

"Site" means the land used for development of Renewable Energy Projects and the Manufacturing Facilities.

<sup>Asst</sup>  
AJAY JAIN, IAS.,  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.



For Axis Energy Ventures India Private Limited

Chairman & Managing Director

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**CLAUSE 3**

**TERMS OF THE AGREEMENT**

**3.1 Effectiveness**

This Agreement shall come into force from the Effective Date.

**3.2 Term of the Agreement**

This Agreement shall remain in force for a period of 7 (seven) years from the Effective Date to remain valid till December 31, 2022 ("Term") including period of construction / development and operation of the Renewable Energy Projects and the Manufacturing Facilities.

**3.3 GoAP Support**

GoAP agrees that the principal objective of this Agreement is support for timely completion of the Renewable Energy Projects and the Manufacturing Facilities. GoAP therefore agrees to provide the support to the Second Party as set out in this Agreement.

**CLAUSE 4**

**EXECUTION OF RENEWABLE ENERGY PROJECTS**

**4.1 ASSURANCES OF GoAP**

**4.1.1 Grant of Consents and Approvals**

In order to facilitate the construction and operation of the Renewable Energy Projects, GoAP agrees to extend the following benefits, either through single window clearance mechanism as per GOMs No. 15 Wind Power Policy 2015 or through priority allocation and shall:

- (i) Cause NREDCAP as per the prevailing policies to provide permissions to the Second Party for conducting Wind Resource Assessment studies at potential sites.
- (ii) Cause that NREDCAP as per the prevailing policies to allot capacities in National Wind Energy Institute (NIWE)/ NREDCAP notified sites and also in the potential sites identified by Second Party in the state of Andhra Pradesh in private, revenue and forest lands.
- (iii) Upon application by Second Party or any associate/subsidiary company of Second Party or vendors identified by the Second Party for executing the Renewable Energy Projects, any other person acting on their behalf, GoAP agrees, in compliance of with applicable laws, to grant such Applicable Permits or extensions and/or renewals as are required for or in connection with the Renewable Energy Projects, for the execution and development of the Renewable Energy Projects to complete in a timely manner.

**4.1.2 Allocation of Land**

The availability of land being one of the paramount requirements, GoAP agrees to take the following actions in connection with the construction and operation of the Renewable Energy Projects:

*Ash*  
**AJAY JAIN, IAS.,**  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

**Suzlon Energy Ltd.**  
*S*  
Tulsi R Tanti  
Chairman & Managing Director

For Axis Energy Ventures India Private Limited  
*W.S.*  
Chairman & Managing Director

- (i) subsequent to the allotment of capacities for the Renewable Energy Projects, wherever available provide to the Second Party or subsidiary company of the Second Party, revenue land owned by GoAP on long term lease basis as per the policy in force in this regard. The lease agreements should entitle the lessee to mortgage the lease hold rights on such land to the lenders / financiers of the Renewable Energy Projects, with prior consent of the GoAP / NREDCAP;
- (ii) To facilitate the Second Party by issue of necessary governmental orders / directions / notifications and taking all administrative actions in compliance of provisions of applicable law for the acquisition process of private land in favour of Second party or any associate/subsidiary company of Second Party, in the potential areas to be identified by Second Party in the districts of Ananthapuramu, Kadapa, Kurnool, Chittoor and Nellore or such other districts identified from time to time;
- (iii) To facilitate the capacities that have been identified in the endowment lands, GoAP will extend the necessary support to expedite the approvals from the concern authority as per the applicable rules and procedures.
- (iv) to facilitate the capacities that have been identified in the forest areas, GoAP will extend the necessary support to expedite the approvals and diversion of forest land at the State and Central level. The Compensatory Afforestation land required for such projects may be allotted from the land bank available with the GoAP by collecting the necessary fee/ charges as per applicable law.
- (v) to provide access to the Site for conducting wind resource assessment tests and any pre-feasibility tests in relation to the Renewable Energy Projects.

#### 4.1.3 Access Rights to Site

GoAP agrees to, on a continuous basis and within the time period decided by the Co-ordination Committee provide: (i) unhindered rights of access rights to the Site; and (ii) such other rights of access and, as may be required by the Second Party, in relation to construct, operate and maintain the Renewable Energy Projects. In case of any issues pertaining to such right of way, GoAP shall provide all administrative assistance to Second Party.

#### 4.1.4 Approvals and Permits from Gram Panchayat and Local bodies


GoAP will facilitate the approvals and permits required from the village panchayats and the local bodies by payment of necessary Development Charges and Layout fee on a time bound basis.


#### 4.1.5 Benefits under Renewable Energy Policies of Andhra Pradesh

In relation to the development of the Renewable Energy Projects, GoAP agrees to extend all benefits available under the Wind Power Policy 2015, Solar Power Policy, 2015 including but not limited to the following:

- (i) provide the Second Party or any associate/subsidiary of the Second Party/Suzlon/Axis identified by the Second Party incentives and exemptions and benefits under the Wind Power Policy 2015, Solar Power Policy, 2015;
- (ii) exemption of the Renewable Energy Projects from payment of electricity duty applicable toward sale of power to the power distribution companies of Andhra Pradesh;

*AW*  
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 Secretary to Government  
 Energy, Infrastructure & Investment Dept.  
 A.P. Secretariat, Hyderabad - 500 022.

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**Tuls R Tanti**  
 Chairman & Managing Director

For Axis Energy Ventures India Private Limited  
  
**Chairman & Managing Director**



- (iii) grant deemed PPP status to the Renewable Energy Projects;
- (iv) grant deemed industry status to the Renewable Energy Projects so that they are eligible for incentives made available to the industrial units under various schemes launched by the Industrial Department, GoAP from time to time;
- (v) grant must run status to the Renewable Energy Projects;
- (vi) In relation to the Site for development of the Renewable Energy Projects GoAP shall issue deemed non-agricultural use permission, subject to payment of applicable charges by the Second Party
- (vii) exemption for obtaining clearance from State Pollution Control Board;

#### 4.1.6 Power Evacuation Infrastructure for Renewable Energy Projects

GoAP agrees to cause the APTRANSCO to evacuate power produced from the Renewable Energy Projects, on preferential basis. The power generated from the Renewable Energy Projects shall be provided adequate power evacuation facilities by the power transmission corporation for evacuation of power from the inter connecting point of Renewable Energy projects as per procedure in vogue and in compliance of APERC orders.

#### 4.1.7 Execution of Power Purchase Agreement

GoAP agrees to cause the power distribution companies of Andhra Pradesh/ APPCC to execute firm Power Purchase Agreements in the format attached as **Annexure 5** as may be approved by APERC and purchase the entire capacity of power generated from the Renewable Energy Projects at tariff determined by the Andhra Pradesh Electricity Regulatory Commission under Section 61 (h) of Electricity Act, 2003 and the terms of PPA approved by Commission from time to time.

### 4.2 COVENANTS OF THE SECOND PARTY

#### 4.2.1 Commissioning of Renewable Energy Projects

The Second Party, agrees to achieve the implementation of the Renewable Energy Projects by March 31, 2022, as per the indicative schedule attached in **Annexure 4**.


4.2.2 In this regard the Parties agree to mutually discuss and arrive at implementation plans indicating the schedule of different activities to be performed by the development of the Renewable Energy Projects.

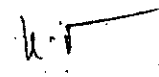
4.2.3 The Renewable Energy Projects shall require manpower during its construction and operation, Second Party agrees, subject to applicable laws, to provide employment and make necessary arrangements to provide employments to local residents and/or residents of the state of Andhra Pradesh based on the educational qualifications and technical skills.

4.2.4 Upon commissioning of each Individual Project, the Second Party agrees to make payments of any fee payable to NREDCAP, DISCOM, or any other government department as may be levied from time to time in relation to such Individual Project.

4.2.5 In relation to the development and construction of the Renewable Energy Projects, Second Party shall have the option to incorporate special purpose companies and GoAP agrees to

*For*  
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 Secretary to Government  
 Energy, Infrastructure & Investment Dept.  
 A.P. Secretariat, Hyderabad - 500 022.

**Suzlon Energy Ltd.**  
  
**Tuls R Tanti**  
 Chairman & Managing Director

**For Axis Energy Ventures India Private Limited**  
  
 Chairman & Managing Director

extend all the benefits available to Second Party, directly or indirectly, under this Agreement to such special purpose companies.

Second Party shall however be jointly and severally responsible to perform all the obligations stated in this Clause 4.2.

## CLAUSE 5

### EXECUTION OF MANUFACTURING FACILITIES

#### 5.1 OBLIGATIONS OF GoAP

##### 5.1.1 Grant of Consents and Approvals

In order to facilitate the construction and operation of the Manufacturing Facilities upon application by Suzlon or any of its associate/subsidiary company or any other person acting on its behalf, GoAP agrees to ensure in a time bound manner and in compliance with applicable laws the issuance of such Applicable Permits or extensions and/or renewals as are required, either through single window clearance mechanism or through priority allocation.

##### 5.1.2 Allocation of Land

In relation to the Site for the Manufacturing Facilities, GoAP agrees:

- (i) to allot to Suzlon or any of its associate/subsidiary company or any other person acting on its behalf, available revenue land owned by GoAP on long term lease basis as per Industrial Policy of 2015-2020 valid for a period of 99 (ninety nine) years, in accordance with applicable law. GoAP agrees and warrants, that it shall provide and handover physical, vacant, peaceful, obstacle free, unencumbered possession of the entire allotted land free from any and all liens. The lease agreements should entitle the lessee to mortgage the lease hold rights on such land to the lenders / financiers of the Manufacturing Facilities, with prior consent of the GoAP.
- (ii) extend all support and assistance and issue necessary governmental orders / directions / notifications and take all administrative actions facilitating the acquisition process especially in the potential areas to be identified by Suzlon, where private land is to be acquired by Suzlon or any of its associate/subsidiary company or any other person acting on its behalf.
- (iii) in case the allotted land involves forest land, by expediting the process at GoAP level and also facilitate on a best efforts basis those required at GoI level.


##### 5.1.3 Access Rights to Site

GoAP agrees to, on a continuous basis and within time periods decided by the Coordination Committee provide; (i) unhindered rights of access to the Site; and (ii) such other rights of access and, as may be required by Suzlon or any of its Contractors or sub-contractors, in relation to construction and operation of the Manufacturing Facilities. In case of any issues pertaining to such right of way, GoAP shall provide all administrative assistance to Suzlon.

##### 5.1.4 Benefits under the Andhra Pradesh Industrial Policy of 2015-2020

GoAP agrees to accord mega industry status to the Manufacturing Facilities as per the policies in force. GoAP in accordance with the Andhra Pradesh Industrial Policy of 2015-

<sup>Msh</sup>  
AJAY JAIN, IAS.,  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

**Suzlon Energy Ltd.**  
  
Tuls R Tanti  
Chairman & Managing Director

For Axis Energy Ventures India Private Limited

  
Chairman & Managing Director

2020 also to consider to extend to Suzlon or any of its associate/subsidiary company or any other person acting on its behalf, tailor-made benefits on case to case basis including but not limited to peripheral infrastructure, electricity supply and fiscal incentives to enable the time bound construction and operation of the Manufacturing Facilities.

## 5.2 OBLIGATIONS OF SUZLON

### 5.2.1 Commissioning of the projects


Suzlon agrees to set up the Manufacturing Facilities. Suzlon shall also establish a skill development centre and a Suzlon Chair of such skill development centre in the Energy University proposed to be set up in in Andhra Pradesh.


5.2.2 In this regard the Parties agree to mutually discuss and arrive at implementation plans indicating the schedule of different activities to be performed by the development of the Manufacturing Facilities.

5.2.3 The Manufacturing Facilities shall require manpower during its construction and operation, Suzlon agrees, subject to applicable laws, to provide employment and make necessary arrangements to provide employments to local residents and/or residents of the state of Andhra Pradesh based on the educational qualifications and technical skills.

5.2.4 For the development and construction of the Manufacturing Facilities, Suzlon shall have the option to incorporate special purpose companies and GoAP agrees to extend all the benefits available to Suzlon under this Agreement to such special purpose companies.

<sup>8/15</sup>  
AJAY JAIN, IAS.,  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

Suzlon Energy Ltd.  
  
Tulsil R Tanti  
Chairman & Managing Director


for Axis Energy Ventures India Private Limited  
  
Chairman & Managing Director


**CLAUSE 6**

**SPECIAL PROVISIONS**

- 6.1 GoAP shall use its best efforts to facilitate that the incentives and exemptions declared by GoAP and/or GoI from time to time after the Effective Date, whether in relation to promoting the renewable energy sector in India or on account of special assistance to industries being set up in the state of Andhra Pradesh for manufacture of renewable energy equipment and are made available to the Renewable Energy Projects and the Manufacturing Facilities, as the case may be.
- 6.2 GoAP agrees to take all steps to ensure that no action or combination of actions are taken the effect of which is or are discriminatory and which treats the Second Party less favorably than any other developer of renewable energy projects in the state of Andhra Pradesh or treats the Renewable Energy Projects or the Manufacturing Facilities less favorably than any projects of similar nature and size which may be developed from time to time in the state of Andhra Pradesh.
- 6.3 Constitution of Coordination Committee
- 6.3.1 GoAP agrees to constitute and set-up a coordination committee ("**Coordination Committee**") for ensuring smooth and efficient execution of the Renewable Energy Projects and the Manufacturing Facilities. The Coordination Committee shall comprise of the following:
- (i) the Secretary, Energy Department, GoAP
  - (ii) the Secretary to CM, GoAP (Energy)
  - (iii) the Secretary, Industries Department, GoAP
  - (iv) the Managing Director, APTRANSCO
  - (v) the Vice Chairman and Managing Director, NREDCAP
  - (vi) the representatives of Suzlon and Axis
  - (vii) As and when required from any of other Department of GoAP/District Administration
- The Coordination Committee may form such committees as may be required for resolution of specific issues arising in the execution of the Renewable Energy Projects and the Manufacturing Facilities.
- 6.3.2 The Coordination Committee shall, unless otherwise agreed between the Parties, initially hold meetings once in every month.
- 6.4 Assistance to procure construction material
- GoAP agrees to on best efforts basis provide the following assistance to the Second Party in procuring construction material required for the setting up of the Renewable Energy Projects and the Manufacturing Facilities:
- (i) priority allotment of licenses for carrying out quarry activities and sand mining along with waiver in terms of respective policy in force from ceiling limits provided in the licenses being generally issued, so that it is able to obtain adequate quantity of construction material required for the renewable energy projects and manufacturing; or
  - (ii) assistance for procuring preferential supply of aggregates/cements/sand etc. from respective manufacturers and/or suppliers on priority basis.

*Asst*  
**AJAY JAIN, IAS.**  
 Secretary to Government  
 Energy, Infrastructure & Investment Dept.  
 A.P. Secretariat, Hyderabad - 500 022.

**Suzlon Energy Ltd.**  
  
**Tulsil R Tanti**  
 Chairman & Managing Director

For Axis Energy Ventures India Private Limited  
  
**Chairman & Managing Director**

- 6.5 Upon signing of definitive agreement by NREDCAP for renewable energy projects as Single Window Clearing Agency, Suzlon shall furnish to GoAP or such governmental instrumentality of GoAP, performance guarantees for the entire capacity of the Renewable Energy Projects aggregating to Rs. 200 crores, calculated at the rate of Rs. 5 lakhs per MW and which shall be enforceable against the defaulting parties as per applicable laws. GoAP agrees that upon the commissioning of each Individual Project, performance guarantee submitted by Suzlon in relation to such Individual Project shall be returned to Suzlon forthwith and in any event not later than 5 (five) days from the date of commissioning of such Individual Project.
- 6.6 In order to enable the due performance of the duties, obligations and objectives of the Parties under this Agreement, GoAP agrees to cause the execution of enforceable and binding agreements with each of the relevant departments, corporations, companies of GoAP as may be required in relation to the execution of the Renewable Energy Projects and/or the Manufacturing Facilities, from time to time under applicable laws or any policies of such departments, corporations, companies of GoAP.

#### CLAUSE 7

#### REPRESENTATIONS AND WARRANTIES

- 7.1 Each Party represents and warrants to the other Party that:
- 7.1.1 It has full power and authority to execute, deliver and perform this Agreement;
- 7.1.2 It has taken all necessary action to authorise the execution, delivery and performance of this Agreement;
- 7.1.3 The execution of this Agreement and performance hereunder shall constitute a binding on both the parties.

#### CLAUSE 8


#### FORCE MAJEURE

- 8.1 Force Majeure shall mean any event or circumstance or combination of events or circumstances that wholly or partly prevent or unavoidably delay the Party claiming Force Majeure (hereinafter referred to as the "Affected Party") in the performance of its obligations under this Agreement and which act or event:
- 8.1.1 is beyond the reasonable control of and not arising out of the fault of the Affected Party;
- 8.1.2 the Affected Party has been unable to prevent by the exercise of due diligence and reasonable efforts, skill and care, including through expenditure of reasonable sums of money; and
- 8.1.3 has a materially adverse effect on the Renewable Energy Projects or the Manufacturing Facilities.

Such events include any acts of GoAP either in its sovereign or its contractual capacity, war, civil war, insurrection, riots, revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes, radioactivity and earthquakes.

- 8.2 Upon the occurrence of any Force Majeure Event:

*Handwritten signature*  
**AJAY JAIN, IAS.,**  
 Secretary to Government  
 Energy, Infrastructure & Investment Dept.  
 A.P. Secretariat, Hyderabad - 500 022.

**Suzlon Energy Ltd.**  
  
**Tulsi R Tanti**  
 Chairman & Managing Director

*Handwritten signature*  
**For Axis Energy Ventures India Private Limited**  
**Chairman & Managing Director**  
 12

- 8.2.1 The date for achieving the specific obligations shall be extended by the period for which such Force Majeure event subsists and the Term shall be proportionately extended; and
- 8.2.2 The Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs arising out of any Force Majeure Event.

**CLAUSE 9**

**GOVERNING LAW**

- 9.1 The rights and obligations of the Parties under or pursuant to this Agreement shall be governed by and constructed according to applicable law. This Agreement shall be subject to the jurisdiction of the competent courts at capital city of Andhra Pradesh.

**CLAUSE 10**

**RESOLUTION OF DISPUTES**

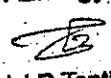
**10.1 Good Faith Negotiations**

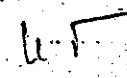
All disputes, disagreement or difference between the Parties (each a "Dispute"), arising out of or in relation to the construction or operation of the Renewable Energy Projects or the Manufacturing Facilities, shall be resolved through the following dispute resolution procedure:

- 10.1.1 Either Party shall give to the other a written notice setting out the material particulars of Disputes and requiring an authorized Senior Executive Officer each from the GoAP and the Second Party, to meet in person at the capital city of Andhra Pradesh or at any other mutually agreed place within 20 (twenty) working days of the date of receipt of such notice by the relevant party to attempt negotiation in good faith and using their best endeavours at all times to resolve the Disputes..
- 10.1.2 If the Dispute is not resolved as evidenced by the terms of the settlement being reduced to writing and signed by the Senior Executive Officers of both the Parties within 30 (thirty) working days after the date of receipt of the Notice described in Clause 10.1.1.
- 10.1.3 If the Dispute is not resolved at the meeting of the Senior Executive Officers of both the Parties, the Secretary, Energy Department, GoAP and the Chairman of Suzlon and/or Axis shall meet at the capital city of Andhra Pradesh or any other mutually agreed place within 30 (thirty) working days after the expiry of the period as mentioned in Clause 10.1.2, to attempt negotiations in good faith and using their best endeavours at all times to resolve the dispute within a further period of 30 (thirty) days and if the Dispute is still not resolved as evidenced by the terms of the settlement being reduced to writing and signed by the authorised representatives of both the Parties, the provisions of the Clause 10.2 shall apply, unless the said period is mutually extended.

- 10.2 All Disputes not resolved between the Parties in accordance with Clause 10.1, shall be settled by way of arbitration in accordance with the provision of Arbitration and Conciliation Act, 1996 including any statutory modification or variation thereof, by reference to an arbitrator

*not*  
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 Secretary to Government  
 Energy, Infrastructure & Investment Dept.  
 A.P. Secretariat, Hyderabad - 500 022.

**Suzlon Energy Ltd.**  
  
**Tuls R Tanti**  
 Chairman & Managing Director

**For Axis Energy Ventures India Private Limited**  
  
**Chairman & Managing Director**

panel of 3 (three) arbitrators, one to be appointed by the Second Party, one to be appointed by GoAP and the third to be appointed by the two arbitrators so appointed, who shall act as Chairperson of the Arbitral Tribunal. All expenses of such third arbitrator shall be borne and paid by the parties in equal proportion. The arbitrators shall give a speaking Award.

- 10.3 The Award rendered in any arbitration commenced hereunder shall be final and binding.
- 10.4 During the pendency of any Arbitration the Parties shall continue to perform their respective obligations as detailed in this Agreement unless such performance cannot be reasonably continued.
- 10.5 The arbitration proceedings shall take place at capital city of Andhra Pradesh only and the Courts of the state of Andhra Pradesh alone have jurisdiction to this purpose.
- 10.6 The right to arbitrate disputes under this Agreement shall survive the expiry of term or the Termination of this Agreement.

#### CLAUSE 11 AMENDMENTS

- 11.1 No amendments or waiver of any provision of this Agreement and no consent to any departure by either party here form, shall in any event be effective unless the same shall be writing and signed by each of the Parties.

#### CLAUSE 12 COMMUNICATION

- 12.1 Any communication/notice by one Party to the other under this Agreement shall be deemed to be served if sent by cable, fax or E-mail followed by a confirmation letter delivered by hand or by registered mail to the respective addresses.

- 12.2 Communication should be addressed as below:

The Secretary, Energy, Infrastructure & Investment, CRDA  
Government of Andhra Pradesh,  
Secretariat, Hyderabad 500 022  
Tel No.: +91 040 23453304  
Fax No.: +91 040 23451678  
Email id: [secyenergyap@gmail.com](mailto:secyenergyap@gmail.com)

The Chairman and Managing Director,  
Suzlon Energy Limited,  
One Earth" Building, Hadapsar,  
Pune-411028, Maharashtra, India  
Tel. No.: +91-20-67022000/61356135/67202500  
Fax No.: +91-20-67022100/67022200  
Email id: [cmd@suzlon.com](mailto:cmd@suzlon.com)

The Chairman and Managing Director,  
Axis Energy Ventures India Private Limited,  
2nd Floor, Plot no.3, House No. 6-3-680/8/3, PMR Plaza,  
Thakur Mansion Lane, Somajiguda, Hyderabad – 500 082  
Tel No.: +91 040 23412312/23412313  
Fax No.: +91 040 23412314  
Email id: [ravi@axisenergy.in](mailto:ravi@axisenergy.in)

*Asst*  
AJAY JAIN, IAS.,  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

Suzlon Energy Ltd.  
  
Tulsi R Tanti  
Chairman & Managing Director

For Axis Energy Ventures India Private Limited

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Chairman & Managing Director

**CLAUSE 13**  
**MISCELLANEOUS**

**13.1 Relationship of the Parties**

This agreement shall not be interpreted or construed or create an association, joint venture or partnership between the parties or to impose any partnership obligation or right upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party.

**13.2 Third Parties**

This agreement is intended solely for the benefit of the parties hereto. Nothing in this agreement shall be construed to create any duty, to standard of care with reference to, or any liability to, any person not a party to this Agreement.

**13.3 No Waiver**

**13.3.1** No waiver by either Party of any default by other Party in the observance and performance of any provision of or obligations of or under the agreement. (i) shall operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under the agreement; (ii) shall be effective unless it is in writing and executed by a duly authorized representative of the Party; and (iii) shall affect the validity or enforceability of the agreement in any manner.

**13.3.2** Neither the failure by either party to insist on any occasion upon the performance of the terms, conditions and provisions of the 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.

**13.4 Exclusion of Implied Warranties**

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 representation by either Party not contained in a binding legal agreement executed by both Parties.


**13.5 Counterparts**

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of the agreement.

**13.6 Severability**

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality 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 one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under the Agreement or otherwise.

*Auth*  
AJAY JAIN, IAS.,  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

Suzlon Energy Ltd.  
  
Tuls R Tanti  
Chairman & Managing Director

For Axis Energy Ventures India Private Limited

15  
Chairman & Managing Director



13.7 Survival

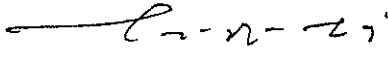
The termination or expiry of this Agreement shall not affect the accrued rights, obligations and liabilities of either party under this agreement, nor shall it affect any continuing obligations, which this Agreement provides, whether expressly or by necessary implication.

IN WITNESS, the Parties hereto have executed and delivered this Agreement at on the date first written above.


For and on behalf of GOVERNMENT OF ANHRA PRADESH

  
Secretary  
Energy, Infrastructure Investment, CRDA

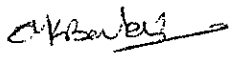
For and on behalf of SUZLON ENERGY LIMITED

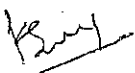
  
Chairman and Managing Director

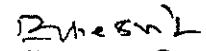
For and on behalf of AXIS ENERGY VENTURES INDIA PRIVATE LIMITED

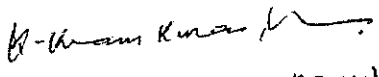
  
Chairman and Managing Director

Witness:

1.   
M. KAMALAKANT BAROO  
VICE PRESIDENT, NREDCAP.

2.   
K. SRINIVAS  
OSD, NREDCAP.

1.   
(S.V. B. Rao)  
S.V. VICE PRESIDENT  
SUZLON ENERGY LTD.

2.   
(K. KIRAN KUMAR REDDY)  
DIRECTOR, AXIS WIND ENERGY  
LTD.

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Annexure - 1



# GREEN ENERGY COMMITMENT

On the occasion of the first Renewable Energy Global Investors Meet (RE-INVEST) 2015, we, representing SUZLON GROUP, a Company, registered under the Companies Act, with Headquarters at PUNE, hereby present our commitment to the Hon'ble Prime Minister of India that we shall develop 16,000\* Mega Watt (MW) of Renewable Energy Projects during the five year period of 2015-19. [11,000 Manufacturing / 5,000 EPC]

Besides generating 37,668 Million Units of green and clean power annually, these projects will also create employment for 30,880 persons (@ 5 persons/MW) and prevent Carbon emissions of around 36,537 MT per year (@ ..... tons/..... million unit).



Name: TULSI TANTI  
 Chairman & Managing Director/Managing Director/CEO  
 Name of the Company: SUZLON GROUP OF COMPANIES  
 Telephone No: 91 20 670 22 007  
 Email: cmd@ Suzlon.com

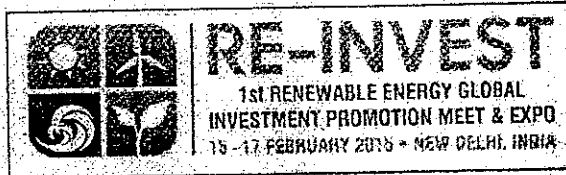
Date: 13<sup>th</sup> Feb. 2015  
 Place: PUNE

To:  
 The Secretary,  
 Ministry of New and Renewable Energy  
 (Government of India)  
 Block No. 14, CGO Complex, Lodi Road  
 New Delhi - 110003

*Axis*  
**AJAY JAIN, IAS.,**  
 Secretary to Government  
 Energy, Infrastructure & Investment Dept.  
 A.P. Secretariat, Hyderabad - 500 022.

Suzlon Energy Ltd.  
  
**Tulsi R Tanti**  
 Chairman & Managing Director

For Axis Energy Ventures India Private Limited  
  
 Chairman & Managing Director



## Memorandum of Understanding

This Memorandum of Understanding is entered on 15th day of February, 2015 at New Delhi on the occasion of First Renewable Energy Global Investors Meet (Re-Invest) 2015

### Between

M/s Suzlon Energy Ltd, a Company incorporated under the Companies Act, 1956 having its Office at Pune.

### And

## The Government of Andhra Pradesh

M/s Suzlon Energy Ltd wishes to establish 200 MW Capacity Wind Turbine blades manufacturing facility in Andhra Pradesh during the five year period of 2015-19 and 1500(Nos) employment will be created directly/indirectly.

Government of Andhra Pradesh would facilitate M/s Suzlon Energy Ltd to obtain necessary Permissions / Registration / Approvals / Clearances etc., from the concerned departments of the state, as per the existing policies / rules and regulations of the State Government.

This Memorandum of Understanding is made to facilitate M/s Suzlon Energy Ltd for establishment of the aforesaid Project (s) in Andhra Pradesh in a time bound manner.

For and on behalf of  
Government of Andhra Pradesh

*A. Jain*  
(VC & Managing Director)  
NREDCAP

Suzlon Energy Ltd.

*T. R. Tanti*  
Tulsi R Tanti  
Chairman & Managing Director

For and on behalf of  
M/s Suzlon Energy Ltd.

*P. Srinani*  
(Authorised Signatory)

For Axis Energy Ventures India Private

*A. Jain*  
AJAY JAIN, IAS., Secretary, Energy, I & I Dept., Govt. of AP  
Secretary to Government  
Energy, Infrastructure & Investment Dept. & Chairman, NREDCAP

*U. T.*  
Chairman & Managing



### Memorandum of Understanding

This Memorandum of Understanding is entered on 15th day of February, 2015 at New Delhi on the occasion of First Renewable Energy Global Investors Meet (Re-Invest) 2015

#### Between

M/s Suzlon Energy Ltd, a Company incorporated under the Companies Act, 1956 having its Office at Pune

#### And

### The Government of Andhra Pradesh

M/s Suzlon Energy Ltd wishes to establish 430 MW Capacity of Wind Power Project in Andhra Pradesh during the five year period of 2015-19 and 860 (Nos) employment will be created directly/indirectly.

Government of Andhra Pradesh would facilitate M/s Suzlon Energy Ltd to obtain necessary Permissions / Registration / Approvals / Clearances etc., from the concerned departments of the state, as per the existing policies / rules and regulations of the State Government.

This Memorandum of Understanding is made to facilitate M/s Suzlon Energy Ltd for establishment of the aforesaid Project (s) in Andhra Pradesh in a time bound manner.

For and on behalf of  
Government of Andhra Pradesh

*[Signature]*  
(VC & Managing Director)  
NREDCAP

Suzlon Energy Ltd.

*[Signature]*  
Tulsi R Tanti  
Chairman & Managing Director

For and on behalf of  
M/s Suzlon Energy Ltd,

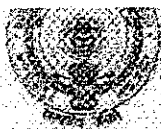
*[Signature]*  
(Authorised Signatory)

For Axis Energy Ventures India Private

*[Signature]*  
AJAY JAIN, IAS.,  
Secretary to Government  
Energy, Infrastructure & Investment Dept.

*[Signature]*  
Secretary, Energy, I & I Dept., Govt. of AP  
& Chairman, NREDCAP

*[Signature]*  
Chairman & Managing Director



## MEMORANDUM OF UNDERSTANDING

Between

**M/s SUZLON ENERGY LIMITED**

and

**THE STATE GOVERNMENT OF ANDHRA PRADESH, INDIA**

This Memorandum of Understanding is made on this 29<sup>th</sup> day of April 2015 by and between Government of Andhra Pradesh, represented by Kartikeya Misra, IAS, Director of Industries, Government of Andhra Pradesh and M/s Suzlon Energy Limited represented by Ranjitsinh Parmar, Sr. President.

Now, therefore, Government of Andhra Pradesh and M/s Suzlon Energy Limited wish to formalize the understanding as follows:

1. M/s Suzlon Energy Limited intends to establish Integrated Wind Turbine (IWT) manufacturing facility of 500 MW per annum with an investment of Rs. 350 Crore with a potential to create an employment of 500 persons. This facility will cater to the requirement for setting up Renewable Energy Project to the tune of 2,500 MW.
2. Government of Andhra Pradesh will facilitate to provide necessary assistance to M/s Suzlon Energy Limited to improve the investment environment which includes prompt land acquisition, adequate infrastructure development and offering attractive incentives.

*As*  
**AJAY JAIN, IAS.,**  
 Secretary to Government  
 Energy, Infrastructure & Investment Dept.  
 A.P. Secretariat, Hyderabad - 500 022.

**Suzlon Energy Ltd.**  
  
**Tulsi R Tanti**  
 Chairman & Managing Director  
 Page 1 of 2

For Axis Energy Ventures India Private Limited

Chairman & Managing Director

3. Government of Andhra Pradesh will facilitate M/s Suzlon Energy Limited to obtain necessary Permissions/ Registrations/ Approvals/ Clearances etc., from the concerned departments of the state under the Single Desk Policy.
4. This Memorandum of Understanding is made to facilitate M/s Suzlon Energy Limited for establishment of the aforesaid Projects in Andhra Pradesh in a time bound manner.

In witness whereof, the parties have set their respective hands and seals to these presents through their duly authorized representatives on the date first above written.

for Government of Andhra Pradesh

*Kartikeya Misra*

KARTIKEYA MISRA, IAS  
DIRECTOR OF INDUSTRIES  
GOVERNMENT OF ANDHRA  
PRADESH

for M/s Suzlon Energy Limited

*Ranjitsinh Parmar*

\_\_\_\_\_

RANJITSINH PARMAR,  
SR. PRESIDENT  
SUZLON ENERGY LIMITED

*AJAY JAIN*

AJAY JAIN, IAS.,  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022

Suzlon Energy Ltd

*Tulsi R. Tanti*

Tulsi R. Tanti  
Chairman & Managing Director

For Axis Energy Ventures India Private Limited

*Chairman & Managing Director*

Chairman & Managing Director

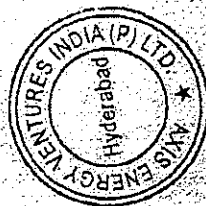


# GREEN ENERGY COMMITMENT

On the occasion of the first Renewable Energy Global Investors Meet (RE-INVEST) 2015, we, representing **AXIS ENERGY GROUP** a Company, registered under the Companies Act, with Headquarters at **HYDERABAD** hereby present our commitment to the Hon'ble Prime Minister of India that we shall develop 12500 Mega Watt (MW) of Renewable Energy Projects during the five year period of 2015-19.

Besides generating 25097 Million Units of green and clean power annually, these projects will also create employment for 18750 persons (@ 1.5 persons / MW) and prevent Carbon emissions of around 21250 MT per year (@ 0.84 tons / 1 million unit).

*K.R*  
**K. Ravi Kumar Reddy**  
 Managing Director  
 Axis Energy Group  
 Hyderabad - 500 082  
 Phone: 8008 444440  
 Email: ravi@axisenergy.in



Date: 05.02.2015  
 Place: Hyderabad.

To  
 The Secretary,  
 Ministry of New and Renewable Energy  
 (Government of India)  
 Block No. 14, CGO Complex, Lodi Road,  
 New Delhi - 110 003

Secretary to Government  
 Energy, Infrastructure & Investment Dept.  
 A.P. Secretariat, Hyderabad - 500 022.

*T.R*  
 Tuls R Tanti  
 Chairman & Managing Director

*K.R*  
 Chairman & Managing Director

Annexure - 1



# RE-INVEST

1st RENEWABLE ENERGY GLOBAL  
INVESTMENT PROMOTION MEET & EXPO  
15 - 17 FEBRUARY 2015 - NEW DELHI, INDIA

## Memorandum of Understanding

This Memorandum of Understanding is entered on 15<sup>th</sup> day of February, 2015 at New Delhi on the occasion of First Renewable Energy Global Investors Meet (Re-Invest) 2015

Between  
**Axis Energy Group**

And

**Government of Andhra Pradesh**

**Axis Energy Group** during first Renewable Global Investors Meet (**RE-INVEST**) 2015 presented Green Energy Commitment to the Hon'ble Prime Minister, Government of India to set up 12,500 MW of Wind and Solar Power Projects during the next five years period (2015-2019) on 15<sup>th</sup> day of February, 2015 at New Delhi and this capacity Commitment stands no 2 in the country.

Out of the above capacity as a priority, 4000 MW of Wind power and 2500 MW of Solar Power Projects is committed to setup in the State of Andhra Pradesh including hybrid Wind and Solar power projects during five years period (2015-2019) by **Axis Energy Group** and reduction of carbon emissions of 11050 MT/year (@1.7 MT/year) and 9750 No's (@1.5 person/MW) of employment will be created directly/indirectly.

M/s **Axis Energy Ventures India Pvt Ltd**, installed 28 wind monitoring Stations for Wind Resource Assessment studies in Ananthapur, Kurnool and Kadapa Districts and established wind farmable potential and also 10 sites were already validated by National Institute of Wind Energy, Chennai and notified.

**Axis Energy Group** companies has obtained sanctions to establish 1066 MW of Wind Power Projects in different sites and entered into Agreement with NREDCAP Ltd, Nodal Agency of State of Andhra Pradesh.

**Government of Andhra Pradesh** would undertake to facilitate **Axis Energy Group** to obtain necessary Permissions/ Registrations/ Approvals/ Clearances etc from the concerned departments of the state as per the existing policies/ rules and regulations of the State Government.

This Memorandum of Undertaking is made to facilitate **Axis Energy Group** for establishment of the aforesaid Projects in Andhra Pradesh in a time bound manner as a part of their Green Energy Commitment given to Hon'ble Prime Minister of India during the **RE-INVEST-2015**.

For and on behalf of  
Government of Andhra Pradesh

*M. Kamalakar Babu*  
M. Kamalakar Babu, M.Sc., BL  
(VC & Managing Director)  
NREDCAP

*Ajay Jain*  
AJAY JAIN, IAS

For and on behalf of  
M/s Axis Energy Ventures (I) Pvt. Ltd.,

*K. Ravi Kumar Reddy*  
K. Ravi Kumar Reddy  
(Managing Director)

*Ajay Jain*  
Ajay Jain, IAS  
Secretary, Energy, I & I Dept., Govt. of AP  
& Chairman, NREDCAP

*Tulsi R. Iani*  
Chairman & Managing Director

*U. I.*  
Chairman & Managing Director



## GOVERNMENT OF ANDHRA PRADESH

## ABSTRACT

Energy, I&I Department - Proposals for entering into an MoU with M/s Suzlon Energy Ltd., for manufacture and development of 4000 MW Renewable Energy Power Projects in the State of Andhra Pradesh - Permission Accorded - Orders - Issued.

## ENERGY, INFRASTRUCTURE &amp; INVESTMENT (PR.II) DEPARTMENT

G.O.Ms.No.15

Dated 27.11.2015

Read the following:

1. The Chairman of M/s. Suzlon Energy Limited, Letter dated, 03.09.2015.
2. From the VC&MD, NREDCAP Lr.No.NREDCAP/WE/SUZLON/MoU/ 2015, dated. 14.09.2015 and 23.09.2015.

-000-

**ORDER:-**

In the reference 1<sup>st</sup> read above, Chairman of M/s Suzlon Energy Limited, has submitted a representation to Government of Andhra Pradesh, for development of 4000 MW Renewable Energy Power Projects (Wind Energy) and Wind Solar Hybrid Systems and to establish Wind Turbine Generator manufacturing facilities and proposed to sign an MoU with Govt. of AP along with their partners viz M/s. Axis Energy Ventures India Private Limited. They have proposed the investment and commitment as detailed below:-

- Manufacturing at multiple locations (i.e. blade, tower, nacelle/generator) to integrate all components of wind turbine generator in Ananthapuramu & Nellore Districts.
- Employment generation
  - Direct : 8,000 (manufacturing & projects)
  - Indirect : 25,000(approx.)
- Establishment of wind and wind-solar hybrid projects(mostly in Ananthapuramu District)
- Establishment of skill development centre (In Ananthapuramu District)
- Establishment of SUZLON Chair at the proposed Energy University

2. Accordingly, the VC&MD, NREDCAP has in his letter second read above, has reported that M/s. Suzlon Energy Ltd., has global presence with an installed capacity of about 15,000 MW in 19 countries including 8,700 MW in India. They have proposed to develop 4,000 MW RE capacity over a period of five years mostly in Ananthapuramu District and they have proposed to sign an MoU jointly with Government of AP for development of the above projects. It has also been informed that M/s. Suzlon Energy Ltd., have agreed to set up integrated wind turbine manufacturing units in the State and signed an MOU with the Industries Department on 29-04-2015. M/s. Axis Energy Ventures India Pvt Ltd., a partner of M/s Suzlon Energy Limited, has conducted detailed wind monitoring studies as per the MNRE guidelines at 28 locations and about 3500-4000 MW capacity wind power potential is available at these locations in mostly Ananthapuramu District and NREDCAP has already allotted 1066 MW wind power projects to M/s. Axis Energy Group companies. Hence, the VC&MD, NREDCAP has proposed that M/s. Suzlon Group and M/s. Axis Energy Group will jointly develop 4000 MW Renewable Energy power projects over a period of 5 years and also manufacturing facilities by M/s. Suzlon Group. Both the parties have proposed to sign an MOU with the Government of AP. The firm has requested to extend necessary benefits, incentives, single window facilitation etc., as per the provisions of AP Wind Power Policy 2015 and AP Industrial Policy 2015-2020. M/s. Suzlon Group has also agreed to submit Performance Bank Guarantee @ Rs. 5.00 lakh per MW (approximately Rs. 200 crores) for

*AJAY*  
AJAY JAIN, IAS.,  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

Suzlon Energy Ltd.  
*T. R. Tanti*  
Tulsi R Tanti  
Chairman & Managing Director

For Axis Energy Ventures India Private Limited

*Chairman & Managing Director*  
Chairman & Managing Director

:: 2 ::

the entire capacity of 4,000 MW for implementation on time bound basis. Subsequent to signing of MOU, it is proposed to sign an implementation agreement, and agreed to provide Performance Bank Guarantee for timely completion of the project as per the timelines indicated in the proposed implementation agreement. The expected investment that can be brought into the State will be Rs. 28,000 crores towards establishment of 4,000 MW wind power and Rs. 500 crores towards establishment of manufacturing facilities. The Government of AP have also proposed to develop 4,150 MW capacity wind power projects by the year 2018-19, and also the NREDCAP is planning to develop Ananthapuramu District as Renewable Energy Hub under Power For All 24x7 Scheme.

Taking into consideration all the above, an MoU has been prepared indicating all the modalities and commitments of both the parties.

Government after careful consideration, hereby approves the proposal for entering into an MoU with M/s Suzlon Energy Limited and M/s Axis Energy Ventures India Private Limited as per the approved format annexed to this order.

The Vice Chairman & Managing Director, NREDCAP shall take further necessary action accordingly.

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)

**AJAY JAIN**  
SECRETARY TO GOVERNMENT

To  
The Vice Chairman & Managing Director, NREDCAP, Hyderabad. (we).  
✓ The Chairman, M/s Suzlon Energy Limited. (we).

Copy to:-

The PS to Secretary to CM.  
The PS to Chief Secretary to Govt.  
The General Administration (Cabinet) Department.  
SF/SCs.

//FORWARDED BY ORDER//

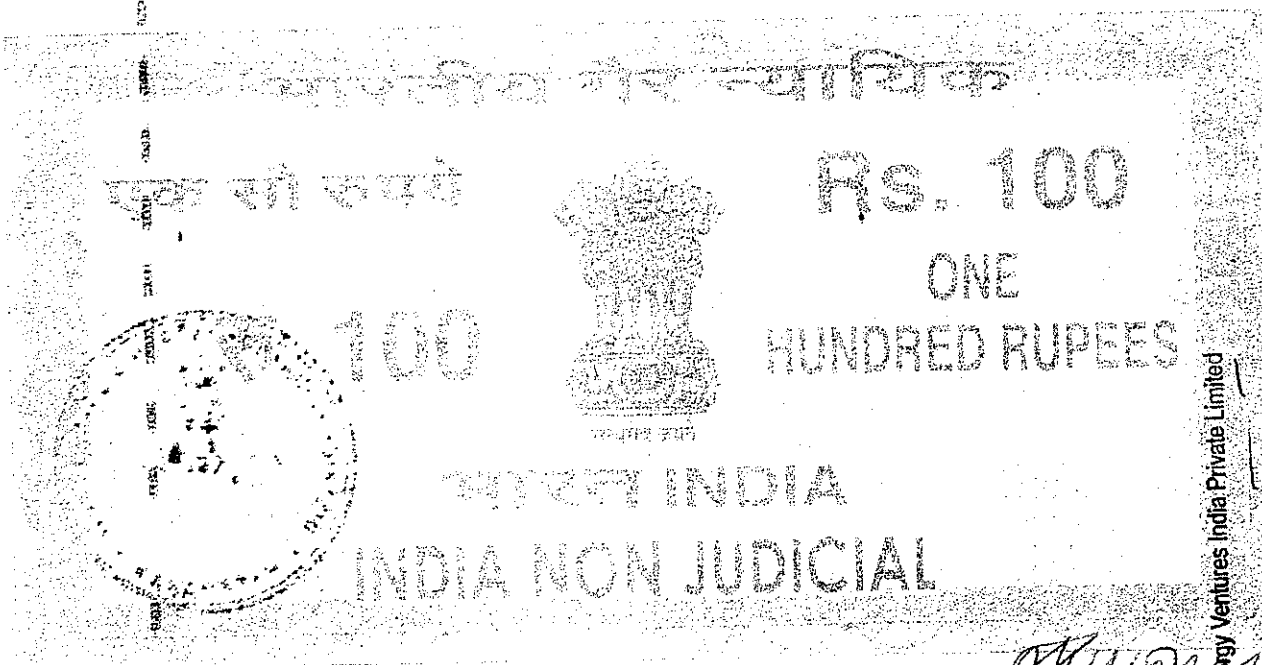
*[Signature]*  
SECTION OFFICER

*AJS*  
**AJAY JAIN, IAS.,**  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

Suzlon Energy Ltd.  
*[Signature]*  
**Tulsi R Tanti**  
Chairman & Managing Director

For Axis Energy Ventures India Private Limited

*[Signature]*  
Chairman & Managing Director



తెలంగాణ తేలంగానా TELANGANA

Sl. No. 23347 Date. 17/10/2015.  
 Sold To : Jaisimha  
 S/o : Narsig Rao R/o. Hyd.  
 To Whom : Suzlon Energy Ltd.

K. N. LAL BABU  
 Licenced Stamp Vendor  
 LICENCENO.16-07-086/2012  
 R.L.NO.16-07-002/2015.  
 H.No.3-5-948/91/A. Himayath Nagar  
 HYDERABAD DISTRICT  
 PHONE NO. 09492424379

For Axis Energy Ventures India Private Limited  
 Chairman & Managing Director

Suzlon Energy Ltd.  
 Tulsir R Tanti  
 Chairman & Managing Director

MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding ("MOU") is entered into on this 4<sup>th</sup> day of December, 2015 at Vijayawada by and between:

**SUZLON ENERGY LIMITED**, a company duly incorporated under the Companies Act 1956, having its registered office at 5 Shrimali Society, Near Shri Krishna Complex, Navrangpura, Ahmedabad - 380009, Gujarat, India and its Corporate Office at "One Earth" Building, Hadapsar, Pune-411028, Maharashtra, India represented by its authorised signatory Mr Tulsir Tanti, Chairman & Managing Director (hereinafter referred to as "Suzlon Group", which term shall mean and include its successors in interest, group companies, associates and assigns);

AND

AJAY JAIN, IAS.,  
 Secretary to Government  
 Energy, Infrastructure & Investment Deptt.  
 A.P. Secretariat, Hyderabad - 500 022.

Suzlon Energy Ltd.  
 Tulsir R Tanti  
 Chairman & Managing Director

For Axis Energy Ventures India Private Limited  
 Chairman & Managing Director

AJAY JAIN, IAS.  
 Secretary to Government  
 Energy, Infrastructure & Investment Deptt.  
 A.P. Secretariat, Hyderabad - 500 022.

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తెలంగాణ తెలంగాణ TELANGANA

Sl. No: 23346 Date: 17/10/2015.  
 Sold To : Jaisimha  
 S/o : Narsig Rao R/o. Hyd.  
 To Whom : Suzlon Energy Ltd.

K. N. LAL BABU  
 Licenced Stamp Vendor  
 LICENCE NO. 16-07-086/2012,  
 R.L. NO. 16-07-002/2015.  
 H.No. 3-5-948/91/A, Himayath Nagar  
 HYDERABAD DISTRICT  
 PHONE NO: 09492424379

2

**AXIS ENERGY VENTURES INDIA PRIVATE LIMITED**, a holding Company of Axis Energy Group, a Company duly incorporated under the Companies Act 1956, having its registered office at 2<sup>nd</sup> floor, Plot No.3, H No.6-3-680/8/3, PMR Plaza, Thakur Mansion Lane, Somajiguda, Hyderabad - 500082, represented by its authorised signatory Mr. K. Ravikumar Reddy, Chairman & Managing Director (hereinafter referred to "Axis Energy Group" which term shall mean and include its successors in interest, group companies, associates and assigns).

Suzlon Group and Axis Energy Group, hereinafter shall jointly be referred to as the "Parties of First Part/First Party".

AND

**GOVERNMENT OF ANDHRA PRADESH**, represented by its Secretary, Energy, Infrastructure and Investment Department & CRDA, Government of Andhra Pradesh, Secretariat, Hyderabad, hereinafter referred to as the "Party of the Second Part/Second Party".

Page 2 of 8

Suzlon Energy Ltd.  
 Tulsir R Tanti  
 Chairman & Managing Director

For Axis Energy Ventures India Private Limited  
 Chairman & Managing Director

AJAY JAIN, IAS.,  
 Secretary to Government  
 Energy, Infrastructure & Investment Dept.  
 A.P. Secretariat, Hyderabad - 500 022.

AJAY JAIN, IAS.,  
 Secretary to Government  
 Energy, Infrastructure & Investment Dept.  
 A.P. Secretariat, Hyderabad - 500 022.

Suzlon Energy Ltd.  
 Tulsir R Tanti  
 Chairman & Managing Director

For Axis Energy Ventures India Private Limited

Chairman & Managing Director



Chairman & Managing Director

తెలంగాణ తేలంగానా TELANGANA

Sl. No. 23345 Date.17/10/2015.  
 Sold To : Jaisimha  
 S/o : Narsig Rao R/o. Hyd.  
 To Whom : Suzlon Energy Ltd.

K. N. LAL BABU  
 Licenced Stamp Vendor  
 LICENCE NO.16-07-086/2012  
 R.L.NO.16-07-002/2015.  
 H.No.3-5-948/91/A. Himayath Nagar  
 HYDERABAD DISTRICT  
 PHONE NO. 0949242437

For Axis Energy Ventures India Private Limited

3

WHEREAS:

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

The National Institute of Wind Energy (NIWE) has assessed the potential of the State of Andhra Pradesh in wind power projects to be over 22,000 MW with maximum potential identified in the districts of Ananthapuramu, Kadapa, Kurnool, Chittoor and Nellore. The Second Party, in order to promote the development of clean energy initiative, has issued Wind Power Policy 2015 and the Andhra Pradesh Industrial Policy 2015-2020.

Suzlon Energy Ltd.  
 Tulsir R Tanti  
 Chairman & Managing Director

AJAY JAIN, IAS.,  
 Secretary to Government  
 Energy, Infrastructure & Investment Dept.  
 A.P. Secretariat, Hyderabad - 500 022.

Suzlon Energy Ltd.  
 Tulsir R Tanti  
 Chairman & Managing Director

For Axis Energy Ventures India Private Limited  
 Chairman & Managing Director

AJAY JAIN, IAS.,  
 Secretary to Government  
 Energy, Infrastructure & Investment Dept.  
 A.P. Secretariat, Hyderabad - 500 022.

Suzlon Group which is the largest wind energy player of India, and one of the world leaders, along with its associates is in the business of manufacturing wind turbine generators and developing wind and solar power projects through engineering, procurement and supply model for various independent power producers across India and has about 14 manufacturing facilities spread across India and America. Suzlon Group has built and consolidated its presence in 19 countries and installed over 14,600 MW of wind power projects globally.

Suzlon Group while participating in the First Renewable Energy Global Investors Meet (RE-INVEST), 2015 held on February 15, 2015, had given a commitment to the Honourable Prime Minister of India, in presence of Honourable Minister for New & Renewable Energy, Power and Coal of India, to develop 11,000 MW of capacity of new wind capacity and develop new manufacturing facilities over a period of five years.

Suzlon Group in pursuance to the said commitment initially signed Memorandum of Understanding dated February 15, 2015 at New Delhi with the Second Party for setting up of manufacturing facility for blades and wind power projects for an aggregate capacity of 430 MW in state of Andhra Pradesh. Subsequently, the Suzlon Group also signed another Memorandum of Understanding dated April 29, 2015 with Industries Department, GoAP on the eve of the launch of Andhra Pradesh Industry Mission, 2015 and Industrial Policy 2015-2020 at Visakhapatnam, for setting up of integrated manufacturing facility for manufacture of wind turbines in the state of Andhra Pradesh. Both the memorandum of understandings dated February 15, 2015 and April 29, 2015 were executed in presence of Honourable Chief Minister of Andhra Pradesh (hereinafter both MoUs are jointly referred as "Suzlon MoUs").

Suzlon Group is desirous of participating in the initiatives of Second Party in harnessing the wind power potential in the state of Andhra Pradesh, by (i) setting up three manufacturing facilities i.e two (2) at Anathapuramu (for nacelles and blades) and one at Krishnapatnam (for towers) ("Manufacturing Facilities"); and (ii) setting up renewable energy projects for an aggregate capacity of around 3,000 MW capacity of wind power projects and 1000 MW Wind Solar Hybrid project, at sites feasible for developing such projects in the State of Andhra Pradesh (together "Renewable Energy Projects");

For Axis Energy Ventures India Private Limited

Chairman & Managing Director

Suzlon Energy Ltd.  
Tulsi R Tanti  
Chairman & Managing Director

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Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

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Tulsi R Tanti  
Chairman & Managing Director

For Axis Energy Ventures India Private Limited

Chairman & Managing Director

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Axis Energy Group which is in the business of developing Renewable Energy Projects, in particular Wind and Solar, and had presented the "Green Energy Commitment" to the Honourable Prime Minister of India during the First Renewable Energy Global Investors Meet (RE-INVEST), 2015 on February 15, 2015 at New Delhi. Axis Energy Group gave a commitment to develop 12,500 MW of Renewable Energy Projects comprising of 7,000 MW in wind and 5,500 MW in solar projects.

Axis Energy Group has committed to develop 4,000 MW wind power projects (for which, Axis Energy Group has already entered into a MoU on 28 Wind Monitoring Stations for Wind Resource Assessment studies with NREDCAP/NIWE ("Axis MoU") and 2500 MW solar power projects in the State of Andhra Pradesh. As per initial studies, the potential generation capacity estimated under the Axis MOU is around 3500-4000 MW of wind power projects, in addition to the 1,066 MW capacities of wind power projects sanctioned by the Government of Andhra Pradesh. Accordingly, Axis Energy Group had given commitment to establish wind power projects in state of Andhra Pradesh and had entered into *Memorandum of Understanding* with the Government of Andhra Pradesh in the presence of the Honourable Chief Minister of Andhra Pradesh on February 15, 2015 ("GoAP MoU"). Government of Andhra Pradesh has given undertaking to facilitate the Axis Energy Group to obtain approvals /permissions / clearances etc. from concerned departments as per rules/policies/regulations prevailing.

The Parties of the First Part, in view of the common objectives under GoAP MoU and the Suzlon MoUs, are proposing to collaborate and jointly develop (under various business models) the Renewable Energy Projects (SUZLON group jointly with Axis Group) and the Manufacturing Facilities (by SUZLON Group) in the State of Andhra Pradesh over a period of next five years. Hence, the Parties of the First Part have also held discussions and decided to jointly approach the Second Party, seeking assistance for setting up the Manufacturing Facilities and developing the Renewable Energy Projects. The Second Party, on the request of the Parties of First Part, have agreed to facilitate the establishment of the Manufacturing Facilities and the development of the Renewable Energy Projects in the State of Andhra Pradesh, pursuant to the provisions of this MoU.

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Chairman & Managing Director

For Axis Energy Ventures India Private Limited

Chairman & Managing Director

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For Axis Energy Ventures India Private Limited

Chairman & Managing Director

Suzlon Energy Ltd.  
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Chairman & Managing Director

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**NOW THEREFORE, PARTIES HEREIN HAVE AGREED TO THE FOLLOWING.**

1. The Parties of First Part propose to develop (under various business models) the Manufacturing Facilities and Renewable Energy Projects in State of Andhra Pradesh over a period of next five years between 2015 to 2020. The Parties of First Part in this regard agree and undertake to the following:
  - (i) Achieve the implementation of Manufacturing Facilities by SUZLON Group and Renewable Energy Projects by SUZLON & Axis Group by March 31, 2020;
  - (ii) To generate employment, subject to applicable laws and requirement of the Manufacturing Facilities and Renewable Energy Projects;
  - (iii) Set up skill development centres in relation to Manufacturing Facilities and Renewable Energy Projects;
  - (iv) Submit a business plan/project schedule identifying the development of the Manufacturing Facilities and the Renewable Energy Projects; and
  - (v) Provide security in the form of Bank Guarantee at the rate of Rs. 5 lakhs per MW for the entire capacity of the Renewable Energy Projects, on a progressive basis to the Second Party.
2. The Second Party agrees to the following:
  - (i) In relation to setting up of the Manufacturing Facilities and development of the Renewable Energy Projects:
    - Priority allotment of government land on long term lease basis to the First Party/ Parties of First Part in accordance with procedure in vogue, and wherever required assistance to the First Party/ Parties of First Part, as the case may be, for procurement of Private and Forest land;
    - Facilitate the First Party/ Parties of First Part, as the case may be, in the acquisition of identified land in accordance with law.
    - Permit the development of Renewable Energy Projects on the land identified by the First Party;

For Axis Energy Ventures India Private Limited

Chairman & Managing Director

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Tulsi R Tanti  
Chairman & Managing Director

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Suzlon Energy Ltd.  
Tulsi R Tanti  
Chairman & Managing Director

For Axis Energy Ventures India Private Limited

Chairman & Managing Director

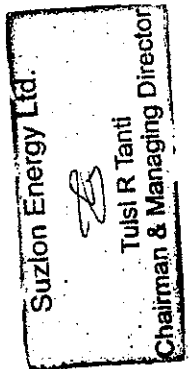
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- Facilitate the approval of the relevant gram panchayats for setting up the Renewable Energy Projects;
  - Facilitate availability the benefits under single window clearance for procuring necessary approvals and clearances for setting up of the Manufacturing Facilities and development of the Renewable Energy Projects; and
  - (ii) Priority allocation of capacities for the Renewable Power Projects as per the procedures in vogue by NREDCAP;
  - (iii) Make Availability of all benefits under the Wind Power Policy 2015 and the Andhra Pradesh Industrial Policy of 2015-2020.
  - (iii) Make Availability of adequate power evacuation facilities by the power transmission corporation/s for evacuation of power from the inter connecting point of Renewable Energy Projects as per the procedure in vogue.
  - (iv) Make Availability of necessary infrastructure for ensuring unhindered access to and utilisation of the Manufacturing Facilities and the Renewable Energy Projects.
  - (v) Provide to the First Party incentives under the Mega Industrial Policy of the Government of Andhra Pradesh.
3. Execution of firm Power Purchase Agreements for the capacities committed under this MOU with Feed in Tariff as per the prevailing regulations and orders of the AP Electricity Regulatory Commission for Wind Power and Wind Solar Hybrid Power Projects
4. Axis Energy Group represents to the Second Party that they are collaborating with Suzlon Group, for the development of the above mentioned projects and further agrees and confirms to Second Party that as part of the said collaboration, they will allocate capacity to the First Party/ Parties of First Part for development of the Renewable Energy Projects, and extend other rights and benefits to the First Party/ Parties of First Part as may be available to it in terms of the MoU with the Second Party.

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Chairman &amp; Managing Director



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- 5. Besides the understanding agreed herein, the Second Party and the First Party will execute a Project Implementation Agreement within 30 days from the execution of this MoU, setting out in detail the terms and conditions (including the timelines) for implementation of the commercial transaction contemplated herein.
- 6. This MoU shall be governed by laws of India.

IN WITNESS WHEREOF, the parties have caused this MoU to be duly executed by their duly authorised representatives on the date and year first here in above.

For and on behalf of  
Suzlon Energy Ltd

*[Handwritten signature]*

Tulsi Tanti  
Chairman &  
Managing Director

For and on behalf of  
Axis Energy Ventures  
India Private Limited

*[Handwritten signature]*  
K RAVI KUMAR REDDY  
Chairman &  
Managing Director

Witness:

1. *[Handwritten signature]*  
(K-KIRAN KUMAR REDDY)

2. *[Handwritten signature]*  
(D.V.B. Rao)

For and on behalf of  
Government of Andhra  
Pradesh

*[Handwritten signature]*  
SECRETARY,  
Energy, I&I and CRDA

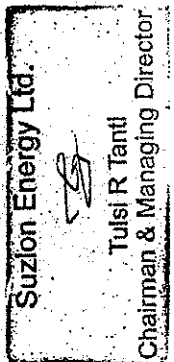
Witness:

1. *[Handwritten signature]*  
(M. KAMALAKANTH)

2. *[Handwritten signature]*  
(K. SRIKUMAR)

For Axis Energy Ventures India Private Limited

Chairman & Managing Director



AJAY JAIN, IAS.,  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
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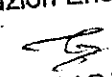
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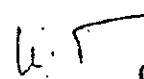
ANNEXURE 4

Implementation Schedule – Renewable Energy Project

Year	Wind Power Projects (MW)	Wind, Solar and Hybrid Projects (MW)
2016-17	600	---
2017-18	600	200
2018-19	600	200
2019-20	600	300
2020-21	600	300
<b>Total Capacity (MW)</b>	<b>3000</b>	<b>1000</b>

For  
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Tulsir R Tanti  
Chairman & Managing Director

For Axis Energy Ventures India Private Limited  
  
Chairman & Managing Director

## ANNEXURE 5

Format of Power Purchase Agreement approved by APERC

## POWER PURCHASE AGREEMENT

BETWEEN

[Name of the Discom to be inserted]

AND

[Name of the Project Company]

This Power Purchase Agreement (the "Agreement") entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2015 between

[Name of the Discom to be inserted] (DISCOM), incorporated by the Government of Andhra Pradesh in accordance with the Andhra Pradesh Electricity Reform Act 1998 (Act No.30 of 1998), under the provisions of Companies Act, 1956, having its office at [to be inserted], India, hereinafter referred to as the "DISCOM" (which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) as first party,

and

M/s. [Name of the Project Company], a company incorporated under the Companies Act, [1956/2013], having registered office at [to be inserted], hereinafter referred to as the "Wind Power Producer" (which expression shall, unless repugnant to the con-text or meaning thereof, include its successors and assigns) as second party.


WHEREAS, the Wind Power Producer is setting up the New and Renewable Energy Project i.e., the [•] MW capacity Wind power project at [•] Village, [•] Mandal, [•] site, [•] District, Andhra Pradesh (hereafter called the Project) with a proposal of [•] MW as detailed in Schedule 1 attached herewith, and New and Renewable Energy Development Corporation of Andhra Pradesh Limited hereafter referred to as M/s NREDCAP has accorded approval to the said project in their proceedings No. NREDCAP/WE/6737/2015, Dated 07.04.2015 and the Wind Power Producer has entered into an Agreement with NREDCAP on 07-04-2015 and the copies whereof are attached herewith as Schedule-2 and Schedule 3 respectively.

WHEREAS, it has been agreed that the Project will be designed, engineered and constructed and operated by or on behalf of the Wind Power Producer or its successors with reasonable diligence subject to all applicable Indian laws, rules, regulations and orders having the force of law;

Whereas, the proposed Project is being setup at [•] (V), [•] (M), [•] Site, [•] District, and will be connected to the designated sub-station i.e., APTRANSCO [220/33KV] [•] sub-station at [•]KV voltage level for power evacuation from wind power projects by erecting an exclusive [•]KV group feeder. The Project will share a common metering on the above feeder at the designated sub-station. The Project will also have a separate metering at Project's switchyard.

The terms and conditions of the Agreement are subject to the provisions of the Electricity Act, 2003 (36 of 2003) and the amendments made to the act from time to time, and also subject to regulation by the Andhra Pradesh Electricity Regulatory Commission.

<sup>Axis</sup>  
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Chairman & Managing Director

For Axis Energy Ventures India Private Limited

  
Chairman & Managing Director

NOW THEREFORE, in consideration of the foregoing premises and their mutual covenants herein, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto, intending to be legally bound hereby agree as follows:

## ARTICLE 1

### DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth herein below. Defined terms of singular number shall include the plural and vice-versa.

1.1 **APTRANSCO:** Transmission Corporation of Andhra Pradesh Limited, incorporated by the Government of Andhra Pradesh.

1.2 **Billing Date:** means the fifth (5th) day after the Meter Reading Date.

1.3 **Billing Month:** means the period commencing from 25th of the calendar month and ending on the 24th of the next calendar month.

1.4 **Commercial Operation Date (COD):** means, with respect to each Generating unit, the date on which such Generating unit is declared by the Wind Power Producer to be operational, provided that the Wind Power Producer shall not declare a Generating unit to be operational until such Generating unit has completed its performance acceptance test as per standards prescribed.

**Explanation:** In respect of Non-conventional based power projects the date of synchronisation of the first unit of the project will be treated as the Commercial Operation Date of the project.

1.5 **Delivered Energy:** means, with respect to any Billing Month, the kilo watt hours (kWh) of electrical energy generated by the Project and delivered to the DISCOM at the Interconnection Point as defined in Article 1.10, as measured by the common energy meter at the Interconnection Point during that Billing Month. As indicated in the preamble, the delivered energy recorded by the common meter shall be sum of energy delivered by all Wind power projects connected to the designated sub-station. i.e., APTRANSCO 220/33KV [•] sub-station

**Explanation 1:** For the purpose of clarification, Delivered Energy, excludes all energy consumed in the Project, by the main plant and equipment, lighting and other loads of the Project from the energy generated and as recorded by energy meter at Interconnection Point.

**Explanation 2:** The delivered energy in a Billing Month shall be limited to the energy calculated based on the Capacity agreed for export to network for sale to DISCOM as mentioned in Preamble and Schedule - 1, multiplied with number of hours and fraction thereof the project is in operation during that billing month. In case any excess energy is delivered no payment shall be made for the same.

**Explanation 3:** The Delivered Energy will be equal to energy recorded by the individual meter at Project's switchyard minus apportioned line losses from Project's switchyard to meter at 220/33KV [•] Sub-station and shall be calculated as per the formula mentioned below:

$$\text{Delivered Energy} = X1 - (X1 \times Z \%)$$

Where

X1 is the reading of the energy meter installed at the Project's switchyard.

Z% is the line loss incurred in the transmission line between the Project and the interconnected Substation and shall be:

$$Z = \frac{(X1 + X2 + X3 + X4 + \text{---}) - Y}{(X1 + X2 + X3 + X4 + \text{---})} \times 100$$

Where

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Y is the reading of the common energy meter installed on the 33KV side of the interconnected Substation, X1, X2, X3, X4 etc. are the readings of the energy meters installed at the various individual Wind power projects being developed/proposed to be set up in the area and connected to the designated sub-station. i.e., APTRANSCO 220/33KV [•] sub-station.

**1.6 Due Date of Payment:** means the date on which the amount payable by the DISCOM to the Wind Power Producer hereunder for Delivered Energy, if any, supplied during a Billing Month becomes due for payment, which date shall be thirty (30) days from the Meter Reading Date provided the bill is received by DISCOM within 5 days from Meter Reading Date, and in the case of any supplemental or other bill or claim, if any, the due date of payment shall be thirty (30) days from the date of the presentation of such bill or claim to the designated officer of the DISCOM.

**1.7 Financial Year:** shall mean, with respect to the initial Fiscal Year, the period beginning on the Commercial Operation Date and ending at 12.00 midnight on the following March 31. Each successive Financial Year shall begin on April 1 and end on the following March 31, except that the final Fiscal Year shall end on the date of expiry of the Term or on termination of this Agreement, whichever is earlier.

**1.8 Installed Capacity:** means the total rated capacity in MW of all the Wind Energy Generators installed by the Wind Power Producer.

**1.9 Interconnection Facilities:** means all the equipment and facilities, including, but not limited to, all metering facilities, switchgear, substation facilities, transmission lines and related infrastructure, to be installed at the voltage specified in Article 1.20 at the Wind Power Producer's expense from time to time throughout the term of this Agreement, necessary to enable the DISCOM to economically, reliably and safely receive Delivered Energy from the Project in accordance with the terms of this Agreement. As indicated in the preamble, the interconnection facilities beyond Project's switchyard shall be common for Wind Power Producer and other Wind power projects connected to the designated sub-station. i.e., APTRANSCO 220/33KV [•] sub-station.

**1.10 Interconnection Point:** means the point or points where the Project and the DISCOM (APSPDCL)/APTRANSCO grid system are interconnected. For this project, interconnection point is at the designated sub-station i.e., 220/33KV [•] sub-station. The metering for the project will be provided at the interconnection point as per Article 4.1. As indicated in the preamble of this Agreement, interconnection point for this project is common with other wind power projects connected to the designated sub-station. i.e., APTRANSCO 220/33KV Ramagiri sub-station.

**1.11 Meter Reading Date:** means mid-day (i.e., noon) of the 24th (twenty-fourth) day of each calendar month, at the Interconnection Point.

**1.12 Metering Point:** means points where metering shall be provided for Project and shall be as follows:


- (i) Common meter provided at the Interconnection Point for purposes of recording of Delivered Energy of the Project;
- (ii) Individual meter provided at Project's switchyard;
- (iii) Metering point shall include two separate sets of [0.2 / 0.2S] class accuracy electronic tri-vector meters as specified in Article 4.1, main meter installed by the Wind Power Producer and the check meter installed by the DISCOM and both sealed by the DISCOM, having facilities to record both export and import of electricity to / from the grid.

**1.13 Project:** means the [•] MW capacity Wind Power Project at [•] Village, [•] (M), [•] District, Andhra Pradesh for construction and operation as detailed in Agreement entered into with NREDCAP as shown in Schedule 3 attached herewith and includes the metering system.

**1.14 Prudent Utility Practices:** means those practices, methods, techniques and standards, that are generally accepted for use in electric utility industries taking into account conditions in India, and

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commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the Project, and that generally conform to the manufacturers' operation and maintenance guidelines.

1.15 **Designated Sub-station:** means 220/33 kV [\*] Sub-station of APTRANSCO/APSPDCL (DISCOM).

1.16 **SLDC:** means the State Load Dispatch Center as notified by the State Government under the provisions of the Electricity Act 2003.

1.17 **System Emergency:** means a condition affecting the APTRANSCO's/ DISCOM's electrical network which threatens the safe and reliable operation of such system or which is likely to result in the disruption of safe, adequate and continuous electric supply by the APTRANSCO/DISCOM, or which endangers life or property, which condition is affected or aggravated by the continued delivery of Delivered Energy from the Project.

1.18 **Surcharge on Reactive Power drawn by Wind Farms:** means the charges leviable on the reactive power drawn by Wind Farms at the rate of 25 paise (twenty five paise) per KVARh of reactive energy drawn from grid upto 10% of net active energy generated and 50 paise per KVARh for total drawl if reactive energy drawn is more than 10% of net active energy generated. The above mentioned rates are subject to revision as per APERC orders from time to time. The reactive power drawn as recorded by meters at interconnection point includes the reactive power drawn by all the Wind Power Producers in the cluster. As such the reactive power recorded by the meters at the interconnection point shall be shared by all the individual power producers in the ratio of the active energy delivered by them individually.

**Explanation 1:** Induction generators used in Wind Farms draw reactive power from grid during generator mode and motor mode.

**Explanation 2:** Surcharge on reactive power drawn by Wind Farms will be levied on the Wind Power Producer.

1.19 **Unit:** When used in relation to the generating equipment, means one set of turbine generator and auxiliary equipment, and facilities forming part of the project and when used in relation to electrical energy, means kilo watt hour (kWh).

1.20 **Voltage of Delivery:** means the voltage at which the electrical energy generated by the project is required to be delivered to the APTRANSCO at the Interconnection Point and the Voltage of Delivery is as detailed below:

TABLE - A

At 33 KV level:

Project interfacing		Specified type of AAAC Conductor (size)	Proposed Wind power capacity on each 33 KV line
From	To		
Wind project	Existing 33/11 KV DISCOM SS		
Wind project	EHT Pooling SS or existing EHT APTRANSCO SS		

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This Project will generate electrical energy at [•] Volts, which will be stepped up to 33 KV at Project's switchyard and interconnected to the designated sub-station i.e., 220/33KV [•] sub-station of APTRANSCO at 33 KV Voltage for power delivered to the grid.

1.21 All other words and expressions, used herein and not defined herein but defined in Indian Electricity Rules 1956, AP Electricity Reform Act, 1998 and the Electricity Act, 2003 shall have the meanings respectively assigned to them in the said Acts.

## ARTICLE 2

### PURCHASE OF DELIVERED ENERGY AND TARIFF

2.1 All the Delivered Energy at the interconnection point for sale to DISCOM will be purchased at the tariff provided for in Article 2.2 from and after the date of Commercial Operation of the Project. Title to Delivered Energy purchased shall pass from the Wind Power Producer to the DISCOM at the Interconnection Point.

2.2 The Wind Power Producer shall be paid tariff for energy delivered at the interconnection point for sale to DISCOM, which shall be firm at Rs. [•] per unit for a period of [•] years from the Commercial Operation Date (COD) as per APERC order No [•] dated [•].

2.3 The tariff is inclusive of all taxes, duties and levies.

2.4 All future increase in Taxes, Duties and Levies on Energy generated is to be borne by the Wind Power Producer.

2.5 Where in any Billing month, the energy supplied by the DISCOM to the Wind Power Producer as a bilateral arrangement to maintain the Auxiliaries in the power plant in situations of non-generation of power, shall be billed by the DISCOM, and the Wind Power Producer shall pay the DISCOM for such electricity supplies, at the DISCOM's then-effective tariff applicable to High Tension Category-I Consumers. For this purpose, the maximum demand specified in such DISCOM's Tariff shall be computed by dividing the amount of such energy supplied by the DISCOM by hours of drawl of power from the grid in the Month.

**Explanation:** The Wind plants during the plant shut down periods shall draw the energy from DISCOM only for the essential loads not exceeding auxiliary consumption

## ARTICLE 3

### INTERCONNECTION FACILITIES

3.1 Upon receipt of a requisition from the Wind Power Producer, the APTRANSCO and DISCOM will prepare an estimate for arranging interconnection facilities for power evacuation at the voltage level as per Article 1.20. The APTRANSCO and DISCOM shall evaluate, design, and install the Interconnection Facilities and perform all work, at the Wind Power Producer's expense, necessary to economically, reliably and safely connect the grid system to the Project switch yard.

3.2 APTRANSCO and DISCOM may also permit the Wind Power Producer to execute the interconnection facilities for power evacuation as per the sanctioned estimate at its discretion duly collecting the supervision charges as per procedure in vogue.

3.3 The Wind Power Producer shall own, operate and maintain interconnection facilities from Project to designated sub-station from time to time and necessary expenditure shall have to be borne by the

*Asst*  
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Chairman & Managing Director

For Axis Energy Ventures India Private Limited

  
Chairman & Managing Director 5.



Wind Power Producer. The maintenance work on the Generating units has to be done in coordination with the APTRANSCO and DISCOM.

3.4 The Wind Power Producer shall agree to pay to the DISCOM, on or before signing of this Agreement, at the rate of Rs. [•] per MW of Installed Capacity and for fractions thereof on a pro-rata basis as a onetime lump sum payment for the sole purpose of providing the required MVAR capacity at the Substation of the APTRANSCO/DISCOM to which the Project is interconnected to supply the requisite reactive power to the Grid System. APTRANSCO/DISCOM shall install the capacitors of required capacity, at the substation of the APTRANSCO and DISCOM to which the project is interconnected before commercial operation date of the project.

In case the APTRANSCO/DISCOM fails to install the capacitors of requisite capacity before the commercial operation date, the amount collected for this purpose shall be refunded by the DISCOM to the Wind Power Producer who has paid the amount, within 30 days from the date of commercial operation of the project.

3.5 Any modifications or procedures or changes in arranging interconnection facilities for power evacuations rest with APTRANSCO and DISCOM.

3.6 During the period prior to the Commercial Operation Date, on the request of the Wind Power Producer, the DISCOM will supply energy to the Project for internal consumption, on the Terms and Conditions and at the tariff rates that are applicable from time to time to the category of consumers of the DISCOM to which the Wind Power Producer belongs, provided separate metering arrangements as may be required under the Terms and Conditions of such tariff have been installed at the Project.

#### ARTICLE 4

#### METERING AND PROTECTION

4.1 The Wind Power Producer shall install main meters of Static type 0.2 / 0.2S class accuracy at the Metering Point and the DISCOM shall install check meters of Static type at the same point and of the same accuracy. The main meters and check meters will each consist of a pair of export and import meters with facility for recording meter readings using Meter Recording Instrument. For the purpose of uniformity the Wind Power Producer shall follow metering specifications as developed by the DISCOM from time to time.


4.2 All of the meters required to be installed pursuant to Article 4.1 above shall be jointly inspected and sealed on behalf of both parties and shall not be interfered with, tested or checked except in the presence of representatives of both parties.

4.3 The meter readings from the main meters will form the basis of billing. If any of the meters required to be installed pursuant to Article 4.1 above are found to be registering inaccurately the affected meter will be immediately be replaced.

4.4 Where the half yearly meter check indicates an error in one of the main meter/meters beyond the limits for such meter but no such error is indicated in the corresponding check meter/meters, billing for the month will be done on the basis of the reading on the check meter/meters and the main meter will be replaced immediately.

4.5 If during the half yearly test checks, both the main meters and the corresponding check meters are found to be beyond permissible limits of error, both the meters shall be immediately replaced and the correction applied to the consumption registered by the main meter to arrive at the correct delivered energy for billing purposes for the period of the one month up to the time of such test check,

<sup>As on</sup>  
AJAY JAIN, IAS.,  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

Suzlon Energy Ltd.  
  
Tuls R Tanti  
Chairman & Managing Director

For Axis Energy Ventures India Private Limited  
  
Chairman & Managing Director

computation of delivered energy for the period thereafter till the next monthly meter reading shall be as per the replaced main meter.

4.6 Corrections in delivered energy billing, whenever necessary, shall be applicable to the period between the previous monthly meter reading and the date and time of the test calibration in the current month when the error is observed and this correction shall be for the full value of the absolute error. For the purpose of determining the correction to be applied to any meter registering inaccurately, the meter shall be tested under conditions simulating 100, 50, 20 and 10 percent load at unity power factor and 0.5 power factor. Of these eight values, the error at the load and power factor nearest the average monthly load served at the Interconnection Point during the applicable period shall be taken as the error to be applied for correction.

4.7 If both the main and check meters fail to record or if any of the PT fuses are blown out, then the energy will be computed on a mutually agreeable basis for that period of defect.

4.8 The main and check meters shall be tested and calibrated once in a Financial year utilizing a Standard Meter. The Standard Meter shall be calibrated once in every year at the approved Laboratory by Government of India / Government of Andhra Pradesh, as per Terms and Conditions of supply.

4.9 All main and check meters tests shall be jointly conducted by the authorized representatives of both parties and the results and correction so arrived at mutually will be applicable and binding on both the parties.

4.10 On the Meter Reading Date of each month, meter readings shall be taken (and an acknowledgement thereof signed) by the authorized representatives of both parties.

4.11 Within six (6) months following the execution of this Agreement, the Wind Power Producer and the DISCOM shall mutually agree to technical and performance specifications (including, but not limited to, the metering configuration for the Project) concerning the design and operation of the facilities required to be installed by the Wind Power Producer in order for the Wind Power Producer to operate in parallel with the grid. Thereafter, any change in such specifications shall be subject to mutual agreement of the parties.

4.12 The Project shall be operated and maintained in accordance with good and generally accepted utility standards with respect to synchronizing, voltage, frequency and reactive power control.

4.13 Voltage regulation shall be such as to enable continued paralleling and synchronisation with the network voltage at the point of interconnection.

4.14 The equipment of the Wind Power Producer shall be designed for fluctuations in the frequency within limits of -5% and +3% of the standard frequency of 50 cycles per second.

4.15 The Wind power developer shall ensure that the power factor of the power delivered to the DISCOM is maintained as per the APERC/CEA/CERC norms from the time to time.

4.16 Any change in rupturing capacity of switch-gear, settings of the relays, etc., shall be subject to approval of the DISCOM.

4.17 As the Project's generator may carry fault currents that may occur on the grid, the Wind Power Producer shall provide adequate generator and switchgear protection against such faults. The DISCOM is not responsible for damage, if any, caused to the Project's generator and allied equipment during parallel operation of the generator with the grid.

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**AJAY JAIN, IAS.,**  
 Secretary to Government  
 Energy, Infrastructure & Investment Dept.  
 A.P. Secretariat, Hyderabad - 500 022.

**Suzlon Energy Ltd.**  
  
**Tuls R Tanti**  
 Chairman & Managing Director

For Axis Energy Ventures India Private Limited

*W.T.*  
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 Chairman & Managing Director

4.18 The Wind Power Producer shall make a good faith effort to operate the Project in such a manner as to avoid fluctuations and disturbances to the APTRANSCO's / DISCOM's network due to parallel operation with the network.

4.19 The Wind Power Producer shall control and operate the Project as per Prudent Utility Practices. The DISCOM shall only be entitled to request the Wind Power Producer to reduce electric power and energy deliveries from the Project during a System Emergency, and then only to the extent that in the DISCOM's reasonable judgment such a reduction will alleviate the emergency. The DISCOM shall give the Wind Power Producer as much advance notice of such a reduction as is practicable under the circumstances and shall use all reasonable efforts to remedy the circumstance causing the reduction as soon as possible. Any reduction required of the Wind Power Producer hereunder shall be implemented in a manner consistent with safe operating procedures.

## ARTICLE 5

### BILLING AND PAYMENT

5.1 For Delivered Energy purchased, Wind Power Producer shall furnish a bill to the DISCOM calculated at the rate provided for in Article 2.2, in such form as may be mutually agreed between the DISCOM and the Wind Power Producer, for the billing month on or before the 5th working day following the Meter Reading Date.

5.2 The DISCOM shall be entitled to a rebate of 1% of the total amount billed in any billing month for payments made before the due date of payment. Any payment made beyond the due date of payment, DISCOM shall pay interest at existing SBI base rates plus one percent and in case this rate is reduced, such reduced rate is applicable from the date of reduction.

5.3 The DISCOM shall pay the bill on monthly basis as per Article 5.1.

5.4 **Letter of Credit:** Not later than 30 days prior to the Scheduled COD of the Generating Unit, DISCOM shall cause to be in effect an irrevocable revolving Letter of Credit issued in favour of Wind Power Developer for a minimum period of one year by a Scheduled Bank (the "Letter of Credit").

a. However Letter of Credit shall not be invoked for any disputed bill amount.

b. Further LC can be invoked only when DISCOMs fail to pay bill amount by due date of bill payment.


5.5 **Direct payment:** Wind developer shall submit bills for the energy delivered during the billing period as per the provision of this PPA and there upon DISCOMs shall make payment for the eligible bill amount by the due date of payment.


5.6 **Billing disputes:** The DISCOM shall pay the bills of Wind Power Producer promptly subject to the clauses 5.1 and 5.2 above.

The DISCOM shall notify Wind Power Producer in respect of any disallowed amount on account of any dispute as to all or any portion of the bill. Wind Power Producer shall immediately take up issue with all relevant information with DISCOM which shall be rectified by the DISCOM, if found satisfactory. Otherwise notify its (DISCOM's) rejection of the disputed claim within reasonable time with reasons therefor. The dispute may also be decided by mutual agreement. If the resolution of any dispute requires the DISCOM to reimburse Wind Power Producer, the amount to be reimbursed shall bear interest at SBI base rates plus one percent and in case this rate is reduced, such reduced rate is applicable from the date of reduction from the date of disallowance to the date of reimbursement.

5.7 All payments by the DISCOM to Wind Power Producer hereunder shall be made to such address as may be designated by Wind Power Producer to the DISCOM in writing from time to time.

AJAY JAIN, IAS.,  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

Suzlon Energy Ltd.  
  
Tuls R Tanti  
Chairman & Managing Director

For Axis Energy Ventures India Private Limited  
  
Chairman & Managing Director

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Address : M/s [•]  
[address].

Telephone : [•],

Fax : [•]

Mobile N. : [•]

Email id : [•]

## ARTICLE 6

### UNDERTAKING

6.1 The Wind Power Producer shall be responsible:

- (i) for proper maintenance of the project in accordance with established prudent utility practices.
- (ii) for operation, maintenance, overhaul of the plant, equipment, works, switch yard and transmission lines and equipment up to the Interconnection Point of the project in close coordination with the DISCOM.
- (iii) the Wind Power Producer shall furnish the generation and maintenance schedules every year.
- (iv) for making all payments on account of any taxes, cess, duties or levies imposed by any Government or competent statutory authority on the land, equipment, material or works of the project or on the energy generated or consumed by the project or the Wind Power Producer or on the income or assets of the Wind Power Producer.
- (v) for obtaining necessary approvals, permits or licences for operation of the project and sale of energy to DISCOM there from under the provision of the relevant laws.
- (vi) the Wind Power Producer have to comply with the provisions of the AP Code of Technical Interface (Grid Code).
- (vii) for achieving Commercial Operation Date within two years from the date of signing of the Agreement.
- (viii) for seeking approval of APTRANSCO and DISCOM in respect of Interconnection Facilities, Pooling Substation and synchronization of the Project with grid.
- (ix) the Wind Power Producer shall not dismantle and take away project machinery and interconnection facilities during the PPA term.
- (x) after [•] th year of the operation from Commercial Operation Date, if plant continues to operate, the DISCOM shall have the first right of refusal on power purchase from the Wind power plant. The tariff beyond [•] th year shall be as mutually agreed by both the parties, subject to approval of APERC.
- (xi) the Clean Development Mechanism (CDM) benefits shall be shared in the ratio of 90:10 between Wind Power Producer and DISCOM.

6.2 The DISCOM agrees:

- (i) to make all reasonable efforts for making arrangements for evacuation of power from the project to be completed prior to the Commercial Operation Date of the Project subject to Article 3.
- (ii) for purchase of Delivered Energy from the project as per section 2.2.
- (iii) to co-ordinate with APTRANSCO and assist the Wind Power Producer in obtaining approval for the interconnection facilities where the interconnection is at 132 kV or above voltages, for synchronization, Commercial Operation, regular operation etc., as required by the Wind Power Producer.

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AJAY JAIN, IAS.,  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

Suzlon Energy Ltd.  
Tulsi R Tanti  
Chairman & Managing Director

For Axis Energy Ventures India Private Limited

Chairman & Managing Director

## ARTICLE 7

## DURATION OF AGREEMENT

This Agreement shall be effective upon its execution and delivery thereof between parties hereto and shall continue in force from the Commercial Operation Date (COD) and until the [•] th anniversary that is for a period of twenty five years from the Commercial Operation Date (COD). This Agreement may be renewed for such further period of time and on such terms and conditions as may be mutually agreed upon by the parties, 90 days prior to the expiry of the said period of twenty five years, subject to the consent of the APERC. Any and all incentives/conditions envisaged in the Articles of this Agreement are subject to modification from time to time as per the directions of APERC.

## ARTICLE 8

## NOTICES

8.1 Except as otherwise expressly provided in this Agreement, all notices or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered personally or sent by registered or certified mail, email or fax addressed as follows:

**If to the Wind Power Producer:**

Attention : M/s [•]  
[address].

Telephone : [•],  
Fax : [•]  
Mobile N. : [•]  
Email id : [•]

Attention : [insert designation]  
[name of the discom],  
[insert address]

Fax No. : [•]  
Telephone No. : [•]  
Email id : [•]

8.2 All notices or communications given by email, fax shall be confirmed by depositing a copy of the same in the post office in an envelope properly addressed to the appropriate party for delivery by registered or certified mail. All notices shall be deemed delivered upon receipt, including notices given by email, fax regardless of the date the confirmation of such notice is received.


8.3 Any party may by written notice change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.


## ARTICLE 9

## DEFAULT

9.1 The Wind Power Producer shall achieve Commercial Operation Date within two years from the date of signing of the Agreement, default of which, the Agreement is liable for termination and the same can be done at the option of DISCOM with due notice.

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AJAY JAIN, IAS.,  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

Suzlon Energy Ltd.  
  
Tulsi R Tanti  
Chairman & Managing Director

For Axis Energy Ventures India Private Limited  
  
Chairman & Managing Director

9.2 In the event, DISCOM commits a breach of any of the terms of this Agreement, the Wind Power Producer 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 DISCOM.

9.3 In the event, Wind Power Producer commits a breach of any of the terms of this Agreement, the DISCOM 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 Wind Power Producer.

9.4 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 can claim damages at its option.

9.5 In the event of cancellation of the Project allotted to the Wind Power Producer by NREDCAP for any reason, the PPA with DISCOM will automatically get cancelled.

#### ARTICLE 10

#### DISPUTE RESOLUTION

10.1 Each Party shall designate in writing to the other party a representative who shall be authorized to resolve any dispute arising under this Agreement in an equitable manner.

10.2 Following notice by one Party to the other setting out the particulars of the dispute, if the designated representatives are unable to resolve a dispute under this Agreement within 15 days, such dispute shall be referred by such representatives to a senior officer designated by the Wind Power Producer and a senior officer designated by the DISCOM, respectively, who shall attempt to resolve the dispute within a further period of 15 days.

10.3. The Parties hereto agree to use their best efforts to attempt to resolve all disputes arising hereunder promptly, equitably and in good faith and further agree to provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any such dispute.

10.4 Failing resolution of the dispute in terms of the above provisions or even otherwise, any party may approach the AP Electricity Regulatory Commission to adjudicate upon the dispute in terms of Section 86 (1) (f) of Electricity Act, 2003.

#### ARTICLE 11

#### SPECIAL PROVISIONS

11.1 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.

11.2 No oral or written modification of this Agreement either before or after its execution shall be of any force or effect unless such modification is in writing and signed by the duly authorized representatives of the Wind Power Producer and the DISCOM, subject to the condition that any further modification of the Agreement shall be done only with the prior approval of Andhra Pradesh Electricity Regulatory Commission. However, the amendments to the Agreement as per the respective orders of APERC from time to time shall be carried out.

11.3 However, in respect of power evacuation, the voltage levels for interfacing with grid will be as per Article 1.20.

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AJAY JAIN, IAS.,  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

Suzlon Energy Ltd.  
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Tulsi R Tanti  
Chairman & Managing Director

For Axis Energy Ventures India Private Limited  
*U*  
Chairman & Managing Director

11.4 The invalidity or unenforceability 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.

11.5 The failure of any party to insist in one or more instances upon the strict performance of any of the provisions of this Agreement or to take advantage of any of its 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.

11.6 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, subject to the consent of the APERC.

11.7 This Agreement, including Schedule 1, 2 & 3 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.

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

11.9 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.

11.10 In the event of the merger or re-organisation of DISCOM, if the resulting entity is able to perform DISCOM's obligations hereunder in no less a manner than DISCOM, the resulting entity shall take the right and responsibility for performance of DISCOM's obligations.

11.11 In the event of the merger or re-organisation of Wind Power Producer if the resulting entity is able to perform Wind Power Producer's obligations hereunder in no less a manner than Wind Power Producer, the resulting entity shall take the right and responsibility for performance of Wind Power Producer's obligations.

11.12 Assignment and Financing: Neither party shall assign this Agreement or any portion thereof to any third party without the prior written consent of the other party which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Wind Power Producer and the DISCOM have caused this Agreement to be executed as of the date and the year first set forth above.

For and behalf of  
[name of the discom]

WITNESS

1. By:

2. Its:

For and behalf of  
M/S. [name of the Project Company]

WITNESS  
1. *Mish*  
AJAY JAIN, IAS.,  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

By:  
SUZION Energy Ltd.  
*Tulsi R Tantli*  
Chairman & Managing Director

FUI PMS Energy Ventures India Private Limited  
*u-v*  
Chairman & Managing Director

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2.

Its:

**SCHEDULE 1**

**Particulars of the Project  
(Referred to in the Preamble to the Agreement)**

Name of the Project	Location	No. of Wind Energy Converters	Capacity of the Project*
[Name of Project Company]	[.]	[.]	[.]

**SCHEDULE - 2**

(Copy of sanction proceedings from NREDCAP to the Company)

**SCHEDULE - 3**

(Copy of agreement entered into by the Company with NREDCAP)

*1/15*  
**AJAY JAIN, IAS.,**  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

Suzion Energy Ltd.  
*[Signature]*  
**Tulsi R Tanti**  
Chairman & Managing Director

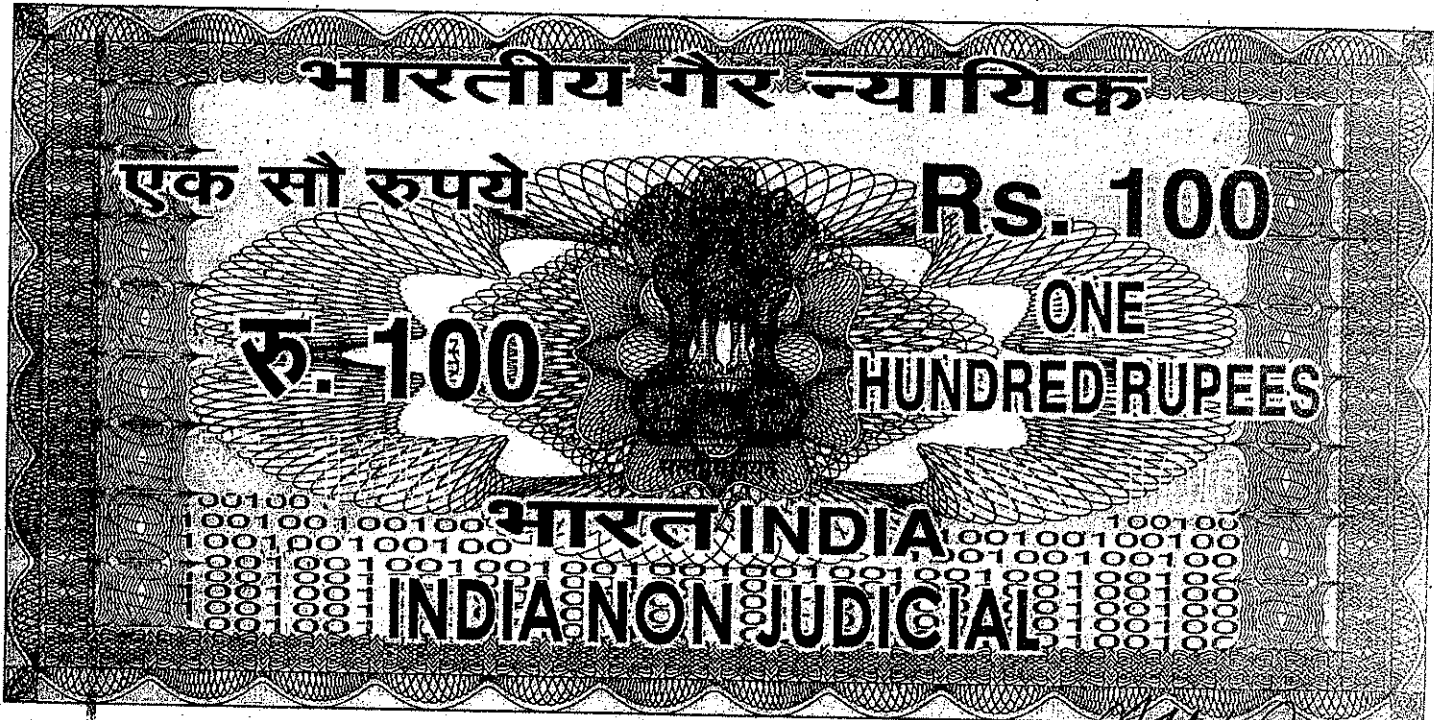
For Axis Energy Ventures India Private Limited.  
*[Signature]*  
Chairman & Managing Director





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ANNEXURE NO. 5



తెలంగాణ తేలంగానా TELANGANA

*[Signature]*  
D 935637

Sl. No: 2990 Date: 03/02/2016.  
 Sold To : Karunakar  
 S/o : Ramulu R/o. Hyd.  
 To Whom : Axis Energy Ventures India Pvt. Ltd.

K. N. LAL BABU  
 Licenced Stamp Vendor  
 LICENCE NO. 16-07-086/2012,  
 R.L. NO. 16-07-002/2015.  
 H.No. 3-5-948/91/A, Himayath Nagar  
 HYDERABAD DISTRICT  
 PHONE NO. 09492424379

**PROJECT AGREEMENT**

THIS PROJECT AGREEMENT is executed on the 3<sup>rd</sup> day of the month of February, 2016 between:

**NEW AND RENEWABLE ENERGY DEVELOPMENT CORPORATION OF A.P. LIMITED**, having its office at 5-8-207/2, Pishah Complex, Nampally, Hyderabad - 500 001, represented by **Mr. M. Kamalakar Babu**, Vice-Chairman & Managing Director (hereinafter referred to as the "First Party" or "NREDCAP" which expression shall include its successors);

AND

**SUZLON ENERGY LIMITED**, a company duly incorporated under the Companies Act 1956, having its registered office at 5 Shrimali Society, Near Shri Krishna Complex, Navrangpura, Ahmedabad - 380009, Gujarat, India and its Corporate Office at "One Earth" Building, Hadapsar, Pune-411028, Maharashtra, India represented by its Senior Vice President, **Dr. V. Bapeshwar Rao** (hereinafter referred to as "Suzlon", which term shall mean and include its successors in interest, group companies, associates and assigns);

AND

**AXIS ENERGY VENTURES INDIA PRIVATE LIMITED**, a company duly incorporated under the Companies Act 1956, having its registered office at 2nd Floor, Plot no.3, House No. 6-3-680/8/3, PMR Plaza, Thakur Mansion Lane, Somajiguda, Hyderabad - 500 082, represented by its Director **Mr. K. Kiran Kumar Reddy** (hereinafter referred to "Axis" which term shall mean and include its successors in interest, group companies, associates and assigns),

Suzlon and Axis are hereinafter jointly referred to as "Second Party"

For AXIS ENERGY VENTURES INDIA PVT. LTD.

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

Vice Chairman & Managing Director

Suzlon Energy Ltd.

*[Signature]*  
 Dr. V. Bapeshwar Rao  
 Sr. Vice President


*[Signature]*  
 Director

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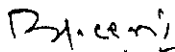
**WHEREAS:**

- A. Suzlon along with its associates is engaged in the business of manufacturing wind turbine generators and developing wind and solar power projects through engineering, procurement and supply model for various independent power producers. Axis, is one of the largest independent power producers in India with primary focus in development and operations of renewable energy projects.
- B. Government of India ("GoI") as part of its goal to achieve green energy commitment has emphasized on increasing the development of renewable energy projects and enhancement of the capacities of power production through renewable energy sources. This has also led to various states with high resources and possibilities of renewable energy power production, such as the state of Andhra Pradesh, to promote the establishment of new and renewable energy projects. The Government of Andhra Pradesh ("GoAP"), in order to promote the development of clean energy initiative, has issued Wind Power Policy 2015, Solar Power Policy 2015 and the Andhra Pradesh Industrial Policy 2015-2020.
- C. The National Institute of Wind Energy (NIWE) has assessed the potential of the state of Andhra Pradesh in wind power projects to be over 22,000 MW with maximum potential identified in the districts of Ananthapuramu, Kadapa, Kurnool, Chittoor and Nellore.
- D. Suzlon while participating in the first renewable energy global investors meet (RE-INVEST), 2015 held on February 15, 2015, had given a commitment to the Honorable Prime Minister of India, in the presence of Honorable Minister for New and Renewable Energy, Power and Coal of India, to develop 11,000 MW of capacity of new wind capacity and develop new manufacturing facilities over a period of 5 years. Suzlon in pursuance to the said commitment initially signed memorandum of understanding (MoU) dated February 15, 2015 at New Delhi with the GoAP and NREDCAP for setting up of manufacturing facility for blades and wind power projects for an aggregate capacity of 430 MW in the state of Andhra Pradesh. Subsequently, Suzlon also signed another MoU dated April 29, 2015 with Industries Department, GoAP on the eve of the launch of Andhra Pradesh Industry Mission, 2015 and Industrial Policy 2015-2020 at Vishakapatnam, for setting up of integrated manufacturing facility for manufacture of wind turbines in the state of Andhra Pradesh. Both the MoU dated February 15, 2015 and April 29, 2015 were executed in presence of Honorable Chief Minister of Andhra Pradesh (both these documents are attached as **Annexure 1**).
- E. Axis Energy which is in the business of developing Renewable Energy Projects, in particular Wind and Solar, and had presented the "**Green Energy Commitment**" to the Honourable Prime Minister of India during the First Renewable Energy, Global Investors Meet (RE-INVEST), 2015 on February 15, 2015 at New Delhi. Axis Energy Group gave a commitment to develop 12,500 MW of Renewable Energy Projects comprising of 7,000 MW in wind and 5,500 MW in solar projects attached herewith as **Annexure 1**.
- F. Axis Energy based on the commitment in RE-INVEST 2015 has committed to develop 4,000 MW wind power projects (for which, Axis Energy has already entered into a MoU on 28 Wind Monitoring Stations for Wind Resource Assessment studies with NREDCAP/NIWE ("**Axis MoU**") and 2500 MW solar power projects in the State of Andhra Pradesh and entered into Memorandum of Understanding with GoAP and NREDCAP in the presence of the Honourable Chief Minister of Andhra Pradesh on February 15, 2015 ("**GoAP MoU**") attached herewith as **Annexure 1**. In terms of the GoAP MoU, Government of Andhra Pradesh has given undertaking to facilitate the Axis Energy Group to obtain approvals/permissions/clearances etc. from concerned departments as per rules/policies/regulations prevailing.

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

  
Vice Chairman & Managing Director

**Suzlon Energy Ltd.**

  
**Dr. V. Bapeshwar Rao**  
Sr. Vice President

For AXIS ENERGY VENTURES INDIA PVT. LTD.  
Page 2 of 19

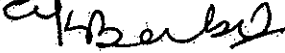
  
Director

- G. In view of the common objectives and intention of developing renewable energy projects both Suzlon and Axis have discussed and agreed to collaborate and jointly develop the Renewable Energy Projects (as defined hereinafter) in the state of Andhra Pradesh and accordingly on September 03, 2015 a proposal was submitted to GoAP for development of 4000 MW of renewable energy projects in AP along with manufacturing facilities. GoAP after considering the proposal with the concerned authority approved the same and has issued government order G.O.Ms No. 15 dated November 27, 2015 ("GO") (attached herewith as Annexure 2).
- H. In pursuance of said GO, GoAP and the Second Party have executed Memorandum of Understanding dated December 04, 2015 ("MoU") attached herewith as Annexure 3. As per the MoU, Suzlon and Axis have agreed to jointly participate in developing renewable energy projects (comprising of wind power projects (3000 MW) and wind-solar hybrid power projects (1000 MW) projects) for an aggregate capacity of about 4000 MW ("Renewable Energy Projects") and Suzlon shall additionally develop facilities for manufacturing blade, tower, nacelle/generator at multiple locations such as Anathapuramu and Nellore districts or such other districts identified subsequently ("Manufacturing Facilities").
- I. In terms of the MoU, GoAP and the Second Party executed the Project Implementation Agreement dated January 11, 2016 ("Project Implementation Agreement") attached herewith as Annexure 4. GoAP in order to give effect to its obligations under the Project Implementation Agreement had agreed to cause the execution of agreements with its relevant departments, corporations, companies.
- J. In pursuance to the Project Implementation Agreement, the First Party (being the nodal agency for the renewable energy projects as per the Wind Power Policy 2015 of GoAP) has agreed to perform the obligations of GoAP relating to the construction and operation of the Renewable Energy Projects and the Manufacturing Facilities, in accordance to the terms and conditions of this Agreement.

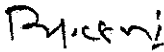
NOW THEREFORE, PARTIES HEREIN HAVE AGREED TO THE FOLLOWING.

1. **INTERPRETATIONS**
  - 1.1 The nomenclature of this Agreement, heading and paragraph numbers are only for the convenience of reference.
  - 1.2 Reference to persons and words denoting natural persons shall include bodies, corporate, partnerships, joint ventures, statutory and other authorities and entities.
  - 1.3 Reference to any enactment, ordinance or regulation or any provision thereof shall include any amendment thereof or any replacement in whole or in part.
  - 1.4 Reference to Recitals, Clauses, or Sub-Clauses shall unless the context otherwise requires, be deemed to include the Recitals, Clause or Sub-Clauses of this Agreement.
  - 1.5 The words importing singulars shall include plurals and vice-versa as the case may be.
  - 1.6 Terms beginning with capital letters and defined as per this Agreement shall have the same meaning ascribed thereto.
  - 1.7 Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference, to that agreement, deed, instrument, license or other document as amended varied, supplemented, modified or suspended at the time of such reference provided that this Clause shall not operate so as to increase liability or obligations of any Party hereunder or pursuant hereto in any manner whatsoever.

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

  
Vice Chairman & Managing Director

**Suzlon Energy Ltd.**

  
Dr. V. Bapashwar Rao  
Sr. Vice President

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- 1.8 Any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or report required under or pursuant to this Agreement from or by any party shall be valid and effectual only if it is in writing and under the hands of duly authorized representative of such party in this behalf and not otherwise.
- 1.9 Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days' or dates.
- 1.10 The words / expressions used in this Agreement shall bear the same meaning as assigned to them in the context in which these have been used in this Agreement.

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



Vice Chairman & Managing Director

**Suzlon Energy Ltd.**

*R. Veni*  
**Dr. V. Bapeshwar Rao**  
Sr. Vice President

For AXIS ENERGY VENTURES INDIA PVT. LTD.



Director

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2. **DEFINITIONS**

2.1 In this Agreement, the various terms shall have the following meanings, except where the context otherwise requires, definitions and other terms expressed in the singular shall also include the plural and vice versa, namely:-

"Agreement" means this Agreement together with the Schedules attached herein and any amendments made thereto in accordance with the provisions herein contained.

"Applicable Permits" shall mean all clearances, permits, authorisations, consents and approvals required to be obtained or maintained under applicable laws in connection with the Renewable Energy Projects during the subsistence of this Agreement.

"Arbitration Act" means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof as in force from time to time.

"Commercial Operation" shall mean the date when the Renewable Energy Projects or the Manufacturing Facilities, as the case may be, shall be commissioned as per the respective implementation plan agreed with GoAP.

"Dispute" shall have the meaning as specified in Clause 11.

"Effective Date" shall mean the date of signing of this Agreement.

"Force Majeure" shall have the meaning as ascribed thereto in Clause 7.

"Individual Project" shall mean each renewable energy project set up as part of the Renewable Energy Projects based on allotment issued by NREDCAP.

"Power Purchase Agreement" shall mean a contractual agreement to be signed with the Andhra Pradesh Power Distribution Companies or any other body for the sale of power generated from the Renewable Energy Projects as may be approved by APERC from time to time.

"Parties" shall mean collectively the First Party and the Second Party.

"Site" means the land used for development of Renewable Energy Projects and the Manufacturing Facilities.

**CLAUSE 3**

**TERMS OF THE AGREEMENT**

3.1 Effectiveness

This Agreement shall come into force from the Effective Date.

3.2 Term of the Agreement

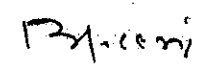
This Agreement shall remain in force for a period of 7 (seven) years from the Effective Date to remain valid till December 31, 2022 ("Term") including period of construction / development and operation of the Renewable Energy Projects.

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CLAUSE 4

EXECUTION OF RENEWABLE ENERGY PROJECTS

4.1 OBLIGATIONS OF THE FIRST PARTY

4.1.1 Grant of Consents and Approvals

In order to facilitate the construction and operation of the Renewable Energy Projects, the First Party in accordance with the single window clearance mechanism formulated under the Wind Power Policy 2015 of GoAP, Solar Power Policy 2015 of GoAP and GOMs No. 15 dated November 27, 2015, on priority allotment basis grant the following:

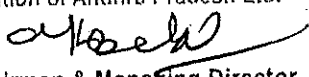
- (i) as per the prevailing policies provide permissions to the Second Party for conducting Wind Resource Assessment studies and pre-feasibility tests at potential sites.
- (ii) as per the prevailing policies allot capacities in National Wind Energy Institute (NIWE)/ NREDCAP notified sites and also in the potential sites identified by Second Party in the state of Andhra Pradesh in private, revenue and forest lands.
- (iii) up on application by Second Party or any associate/subsidiary company of Second Party or vendees identified by the Second Party for executing the Renewable Energy Projects, any other person acting on their behalf, in compliance of with Applicable Laws, to grant such Applicable Permits or extensions and/or renewals as are required for or in connection with the Renewable Energy Projects, for the execution and development of the Renewable Energy Projects to complete in a timely manner.

4.1.2 Allotment of Land

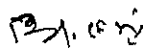
The First Party agrees, upon the Second Party applying for land required for the construction and operation of the Renewable Energy Projects, to take the following actions:

- (i) subsequent to the allotment of capacities for the Renewable Energy Projects, wherever available provide/allot to the Second Party or subsidiary company of Second Party, revenue land owned by GoAP as per policies in force in the State of Andhra Pradesh on long term lease basis, applicable to allotment of land for renewable energy projects. The lease agreements should entitle the lessee to mortgage the lease hold rights on such land to the lenders / financiers of the Renewable Energy Projects, with prior consent of the GoAP / the First Party, as the case may be;
- (ii) in coordination with the relevant departments of GoAP and by issue of necessary approvals / governmental orders / directions / notifications and taking all administrative actions in compliance of provisions of applicable law, the First Party shall facilitate the acquisition of private land in the potential areas to be identified by Second Party either in favour of Second Party or in favour of any of its associate/subsidiary company, in the districts of Ananthapuramu, Kadapa, Kurnool, Chittoor and Nellore or such other districts identified from time to time;
- (iii) to facilitate the capacities that have been identified on endowment lands, the First Party shall extend the necessary support to expedite the approvals from the relevant departments of GoAP as per the applicable law;
- (iv) to facilitate allotment of land for the capacities that have been identified in the forest areas, by submitting applications filed by the Second Party to the forest department of GoAP and by making recommendations to the forest department at the level of GoAP

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and / or GoI for diversion of forest land, as per applicable guidelines and regulations. The First Party shall also coordinate and facilitate the provisions of land for compensatory afforestation to be allotted from the land bank available with the GoAP. The Second Party shall make payment of necessary fee/ charges in this regard as per applicable law;

- (v) to provide access to the Site for conducting wind resource assessment tests and any pre-feasibility tests in relation to the Renewable Energy Projects.

#### 4.1.3 Access Rights to Site

The First Party agrees to facilitate on a continuous basis and within the time period decided by the Co-ordination Committee provide: (i) unhindered rights of access rights to the Site; and (ii) such other rights of access, as may be required by the second party, in relation to construct, operate and maintain the Renewable Energy Projects. In case of any issues pertaining to such right of way or easement rights, the First Party shall facilitate to provide all administrative assistance to the Second Party for faster resolution of such issues.

#### 4.1.4 Approvals and Permits from Gram Panchayat and Local bodies

The First Party agrees to facilitate the issuance of necessary clearances from the gram panchayats and the local bodies of the villages wherein the sites for Renewable Energy Projects are to be located. The Second Party in this regard shall pay necessary development charges and layout fee on a time bound basis in accordance with applicable law.

#### 4.1.5 Benefits under Renewable Energy Policies of Andhra Pradesh

In relation to the development of the Renewable Energy Projects, the First Party agrees to extend and coordinate with the relevant departments of GoAP so that all benefits under the Wind Power Policy 2015 of GoAP, and Solar Power Policy, 2015 of GoAP are made available for the Renewable Energy Projects including but not limited to the following:

- (i) provide the Second Party or any associate/subsidiary of the Second Party identified by the Second Party incentives and exemptions and benefits under the Wind Power Policy 2015 of GoAP, and Solar Power Policy, 2015 of GoAP;
- (ii) cause the exemption of payment of electricity duty applicable toward sale of power from the Renewable Energy Projects to the power distribution companies of Andhra Pradesh;
- (iii) cause the grant of deemed PPP status to the Renewable Energy Projects;
- (iv) cause the grant of deemed industry status to the Renewable Energy Projects so that they are eligible for incentives made available to the industrial units under various schemes launched by the Department of Industries, GoAP from time to time;
- (v) grant must run status to the Renewable Energy Projects and shall be considered to be deemed, scheduled subject to prevailing regulations / grid code of appropriate commission;
- (vi) coordinate with the relevant departments of GoAP and facilitate that deemed non-agricultural use permission is granted to the land on which the Renewable Energy Projects are to be constructed, subject to payment of applicable charges by the second party; and

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- (vii) coordinate with the relevant departments of GoAP and facilitate that the Renewable Energy Projects are exempted from obtaining clearance from State Pollution Control Board.

4.1.6 Power Evacuation Infrastructure for Renewable Energy Projects

The First Party agrees to facilitate to evacuate power produced from the Renewable Energy Projects, on preferential basis by the APTRANSCO. The First Party shall coordinate with APTRANSCO to ensure that the Renewable Energy Projects are provided adequate power evacuation facilities for evacuation of the generated power from the inter connecting point of Renewable Energy Projects, in compliance with the applicable procedures/guidelines and the orders passed by APERC from time to time.

4.1.7 Execution of Power Purchase Agreement

The First Party agrees to coordinate with APPCC / the power distribution companies of Andhra Pradesh to cause the execution of firm Power Purchase Agreements in the format agreed in the Project Implementation Agreement as may be approved by APERC and cause the purchase of the entire capacity of power generated from the Renewable Energy Projects at tariff determined by the Andhra Pradesh Electricity Regulatory Commission under Section 61 (h) of Electricity Act, 2003 and terms of the Power Purchase Agreement approved by APERC from time to time.

4.1.8 Coordination for execution of Manufacturing Facilities

The First Party agrees to coordinate with the Department of Industries, GoAP and the State Investment Promotion Board or such other government departments as may be required, to facilitate that the Manufacturing Facilities are accorded mega industry status as per the Andhra Pradesh Industrial Policy of 2015-2020. The First Party shall recommend to the Industry Department, GoAP for extending all benefits including tailor-made benefits to be provided to industries which are granted mega industry status under the Andhra Pradesh Industrial Policy of 2015-2020. In this regard, the First Party undertakes to facilitate the execution of enforceable and binding agreements with the Department of Industries, GoAP and such other departments of GoAP, as may be required.

4.2 OBLIGATIONS OF THE SECOND PARTY

4.2.1 Commissioning of Renewable Energy Projects

The Second Party agrees to achieve the implementation of the Renewable Energy Projects by March 31, 2022, as per the indicative schedule attached in Annexure 5.

- 4.2.2 The Parties agree to mutually discuss and arrive at implementation plans indicating the schedule of different activities to be performed by the development of the Renewable Energy Projects.

- 4.2.3 The Renewable Energy Projects shall require manpower during its construction and operation, the Second Party agrees, subject to applicable laws, to provide employment and make necessary arrangements to provide employments to local residents and/or residents of the state of Andhra Pradesh based on the educational qualifications and technical skills.

- 4.2.4 Upon commissioning of each Individual Project, the Second Party agrees to make payments of any fee payable to the First Party, as may be levied from time to time in relation to such Individual Project.

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- 4.2.5 In relation to the development and construction of the Renewable Energy Projects, the Second Party shall have the option to incorporate special purpose companies and the First Party agrees to extend all the benefits available to the Second Party, directly or indirectly, under this Agreement to such special purpose companies.

The Second Party shall however be jointly and severally responsible to perform all the obligations stated in this Clause 4.2.

#### CLAUSE 5

##### SPECIAL PROVISIONS

- 5.1 The Second Party may in accordance with the single window clearance mechanism under the AP Wind Power Policy 2015 and AP Solar Power Policy, 2015, submit all applications in relation to the Renewable Energy Projects and Manufacturing Facilities with the First Party. The First Party shall acting as a single desk process the applications submitted by Second Party or where any application is relating to a separate department forward such application to the concerned departments of GoAP as per AP Wind Power Policy, 2015 and AP Solar Policy, 2015.
- 5.2 The First Party shall facilitate that the incentives and exemptions declared by GoAP and/or GoI from time to time after the Effective Date, whether in relation to promoting the renewable energy sector in India or on account of special assistance to industries being set up in the state of Andhra Pradesh for manufacture of renewable energy equipment and are made available to the Renewable Energy Projects and the Manufacturing Facilities, as the case may be.
- 5.3 The First Party shall coordinate with the relevant departments of GoAP that no action or combination of actions are taken the effect of which is or are discriminatory and which treats the Second Party less favorably than any other developer of renewable energy projects in the state of Andhra Pradesh.
- 5.4 Meetings of the Coordination Committee

The First Party as a nodal agency and member of the Coordination Committee (formed in accordance with the Project Implementation Agreement), ensure that meetings of the committee are held at least once in every month. The composition of the Coordination Committee shall comprise of the following:

- (i) the Secretary, Energy Department, GoAP
- (ii) the Secretary to CM, GoAP (Energy)
- (iii) the Secretary, Department of Industries, GoAP
- (iv) the Managing Director, APTRANSCO
- (v) the Vice Chairman and Managing Director, NREDCAP
- (vi) the representatives of Suzlon and Axis
- (vii) As and when required from any of other Department of GoAP/District Administration

The Coordination Committee shall meet to resolve issues being faced in execution of the Renewable Energy Projects and The Coordination Committee may form such committees as may be required for resolution of specific issues arising in the execution of the Renewable Energy Projects.

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Sr. Vice President

  
Director

5.5 Assistance to procure construction material

The First Party agrees to on best efforts basis provide the following assistance to the Second Party in procuring construction material required for the setting up of the Renewable Energy Projects and the Manufacturing Facilities:

- (i) priority allotment of licenses for carrying out quarry activities and sand mining along with waiver in terms of respective policy in force from ceiling limits provided in the licenses being generally issued, so that it is able to obtain adequate quantity of construction material required for the renewable energy projects and manufacturing; or
- (ii) assistance for procuring preferential supply of aggregates/cements/sand etc. from respective manufacturers and/or suppliers on priority basis..

5.6 Suzlon shall within 30 (thirty) business days from the execution of this Agreement, furnish performance guarantee for the entire capacity of the Renewable Energy Projects aggregating to Rs. 200 crores, calculated at the rate of Rs. 5 lakhs per MW to the First Party, as per the Clause No.6.5 of Project Implementation Agreement. In the event of default by the Second Party in submission of said performance guarantee, the first Party is relieved of its obligations.

The First Party agrees that upon the commissioning of each Individual Project the amount of the performance guarantee submitted by Suzlon shall stand reduced by a proportionate amount corresponding to the capacity of such Individual Project. Suzlon shall within 30 (thirty) days from the commissioning of each Individual Project furnish a letter from the issuing bank indicating the reduction in the amount of performance guarantee. The First Party shall be entitled to forfeit the performance guarantee for an amount proportionate to the non-commissioned capacities only in the event the commissioning of the Renewable Energy Projects is delayed due to default solely attributable to the Second Party. For clarity, the First Party shall not be entitled to forfeit the performance bank guarantee for any amount if such delay in commissioning of the Renewable Energy Projects is caused or occasioned due to occurrence of a Force Majeure event and/or non-fulfillment of any obligation of the First Party as set out under this Agreement.

5.7 In order to enable the due performance of the duties, obligations and objectives of the Parties under this Agreement, the First Party agrees to facilitate:

- (i) the execution of enforceable and binding agreements with each of the relevant departments, corporations, companies of GoAP such as APTRANSCO, AP DISCOMS etc.;
- (ii) issuance of appropriate orders/notifications from the relevant departments, corporations such as APPCC etc.;

as may be required in relation to the execution of the Renewable Energy Projects, from time to time under applicable laws or any policies.

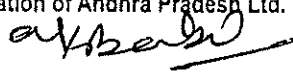
**CLAUSE 6**

**REPRESENTATIONS AND WARRANTIES**

6.1 Each Party represents and warrants to the other Party that:

6.1.1 It has full power and authority to execute, deliver and perform this Agreement;

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- 6.1.2 It has taken all necessary action to authorise the execution, delivery and performance of this Agreement;
- 6.1.3 The execution of this Agreement and performance hereunder constitutes a binding obligation on both the Parties.

#### CLAUSE 7

#### FORCE MAJEURE

- 7.1 Force Majeure shall mean any event or circumstance or combination of events or circumstances that wholly or partly prevent or unavoidably delay the Party claiming Force Majeure (hereinafter referred to as the "Affected Party") in the performance of its obligations under this Agreement and which act or event:
- 7.1.1 is beyond the reasonable control of and not arising out of the fault of the Affected Party;
- 7.1.2 the Affected Party has been unable to prevent by the exercise of due diligence and reasonable efforts, skill and care, including through expenditure of reasonable sums of money; and
- 7.1.3 has a materially adverse effect on the Renewable Energy Projects or the Manufacturing Facilities.

Such events include any acts of GoAP either in its sovereign or its contractual capacity, war, civil war, insurrection, riots, revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes, radioactivity and earthquakes.

- 7.2 Upon the occurrence of any Force Majeure Event:
- 7.2.1 The date for achieving the specific obligations shall be extended by the period for which such Force Majeure event subsists and the Term shall be proportionately extended; and
- 7.2.2 The Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs arising out of any Force Majeure Event.
- 7.3 Obligations during Force Majeure

The Parties shall discharge the following obligations in relation to the occurrence of a Force Majeure Event:

- 7.3.1 The Affected Party shall not claim any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party in writing of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event within 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence and the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under the Agreement.
- 7.3.2 Any notice pursuant to Clause 7.3.1 above shall include full particulars of:
- (i) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Clause with evidence in support thereof;
  - (ii) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under the Agreement;

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- (iii) the measures which the Affected Party is taking or proposes to take, to alleviate the impact of such Force Majeure Event; and
  - (iv) any other information relevant to the Affected Party's claim.
- 7.3.3 As long as the Affected Party continues to claim to be affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than fortnightly) written reports containing information as required by Clause 7.3.2 and such other information as the other Party may reasonably request the Affected Party to provide.
- 7.3.4 The Parties shall co-operate and negotiate in good faith and will develop implementation plan of remedial and reasonable alternative measures to remove/remedy Force Majeure event to enable the Performance of the Affected Party provided, however, that no Party shall be required under this provision to settle strike or other labour dispute.
- 7.3.5 In case of any Party not willing to implement the plan of remedial and reasonable alternative measures to remove/remedy the Force Majeure event, it shall be construed as a default of such Party and then relevant provisions of Clause 9 shall apply.
- 7.3.6 If the Affected Party is rendered wholly or partially unable to perform its obligations under the Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event provided that:
- (i) The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
  - (ii) The Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
  - (iii) When the Affected Party is able to resume performance of its obligations under the Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations.

## CLAUSE 8

### EVENTS OF DEFAULT

#### 8.1 Event of Default by First Party

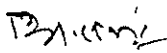
The occurrence of and continuation of any of the following events shall constitute "First Party Event of Default" unless such an event occurs as a result of the Suzlon Event of Default, as defined in Clause 8.2:

- 8.1.1 The breach by First Party of any material obligation under this Agreement;
- 8.1.2 The breach by First Party of any of its representations and warranties provided in this Agreement.

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8.2 Suzlon Event of Default

The occurrence of and continuation of any of the following events shall constitute "Suzlon of Default" unless such an event occurs as a result of a First Party Event of Default, as defined in Clause 8.1:

8.2.1 The breach by Suzlon of any material provision or obligation under this Agreement;

8.2.2 The breach by Suzlon of any of its representations and warranties provided in this Agreement.

8.3 Cure Period

8.3.1 Upon the occurrence of a First Party Event of Default, Suzlon shall have the right to issue a notice of default specifying in reasonable detail the event giving rise to the default. First Party shall take immediate steps to cure such a default within a period of 60 (sixty) days from the date of receipt of the notice of default.

8.3.2 Upon the occurrence of a Suzlon Event of Default, First Party shall have the right to issue a notice of default specifying in reasonable detail the event giving rise to the default. Suzlon shall take immediate steps to cure such a default within a period of 90 (ninety) days from the date of receipt of the notice of default.

8.4 Remedies Available to Suzlon

Upon the occurrence and continuation of Event of Default by First Party under Clause 8.1 above, and the failure by First Party to cure such a default within the applicable cure period specified in Clause 8.3.1, Suzlon shall be entitled but not obliged to terminate this Agreement by notice to First Party in accordance with Clause 9.

8.5 Remedies Available to First Party

Upon the occurrence and continuation of a Suzlon Event of Default under Clause 8.2 above, and the failure by Suzlon to cure such a default within the applicable cure period specified in Clause 8.3.2, First party shall be entitled but not obliged to terminate this Agreement by notice to Suzlon in accordance with Clause 9.

**CLAUSE 9**

**TERMINATION**

9.1 Notice of Termination

This Agreement may be terminated on serving a thirty days' notice (Notice of Termination):


9.1.1 First Party, in case of a Suzlon Event of Default pursuant to Clause 8.5.

9.1.2 by either Party, notwithstanding anything contained in Clause 7, if such Party is unable to perform any obligations required to be performed under this Agreement due to Force Majeure for a continuous period of 6 (six) months.

9.1.3 Suzlon, in case of a First Party Event of Default pursuant to Clause 8.4.

9.2 On the expiry of the Notice of Termination, the Party which served the Notice of Termination shall be entitled to terminate this Agreement, unless the event leading to the Notice of Termination has been rectified or complied with to the satisfaction of the Party which issued the

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Notice of Termination. The Party aggrieved by such termination shall be entitled to refer any dispute or claim to arbitration as per Clause 11.

- 9.3 The termination of this Agreement shall be without prejudice to the accrued rights and liabilities of the Parties, as on the date of the termination, unless waived in writing by the Parties.
- 9.4 In the event Suzlon does not exercise its right of termination under Clause 8.4, First party shall ensure to provide all assistance and perform all actions as may be required by Suzlon to complete construction and commission the Renewable Energy Projects and the Manufacturing Facilities, including but not limited procurement of Site and Applicable Permits.
- 9.5 In case the commissioning of the Renewable Energy Projects or the Manufacturing Facilities is delayed, due to Event of Default by First Party, the term of this Agreement shall be extended by the number of days the commissioning of the Renewable Energy Projects or the Manufacturing Projects have been delayed.

#### CLAUSE 10

#### GOVERNING LAW

- 10.1 The rights and obligations of the Parties under or pursuant to this Agreement shall be governed by and constructed according to applicable law. This Agreement shall be subject to the jurisdiction of the competent courts at capital city of Andhra Pradesh.

#### CLAUSE 11

#### RESOLUTION OF DISPUTES

##### 11.1 Good Faith Negotiations

All disputes, disagreement or difference between the Parties (each a "Dispute"), arising out of this Agreement shall be resolved through the following dispute resolution procedure:

- 11.1.1 Either Party shall give to the other a written notice setting out the material particulars of Disputes and requiring an authorized Senior Executive Officer each from the First Party and the Second Party, to meet in person at the capital city of Andhra Pradesh or at any other mutually agreed place within 20 (twenty) working days of the date of receipt of such notice by the relevant party to attempt negotiation in good faith and using their best endeavours at all times to resolve the Disputes.
- 11.1.2 If the Dispute is not resolved as evidenced by the terms of the settlement being reduced to writing and signed by the Senior Executive Officers of both the Parties within 30 (thirty) working days after the date of receipt of the Notice described in Clause 11.1.1.
- 11.1.3 If the Dispute is not resolved at the meeting of the Senior Executive Officers of both the Parties, the Secretary, Energy Department, GoAP and the Chairman of Suzlon and/or Axis shall meet at the capital city of Andhra Pradesh or any other mutually agreed place within 30 (thirty) working days after the expiry of the period as mentioned in Clause 11.1.2, to attempt negotiations in good faith and using their best endeavours at all times to resolve the Dispute within a further period of 30 (thirty) days. If the Dispute is still not resolved as evidenced by the terms of the settlement being reduced to writing and signed by the authorised

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representatives of both the Parties, the provisions of the Clause 11.2 shall apply, unless the said period is mutually extended.

- 11.2 All Disputes not resolved between the Parties in accordance with Clause 11.1, shall be settled by way of arbitration in accordance with the provision of Arbitration and Conciliation Act, 1996 including any statutory modification or variation thereof, by reference to an arbitrator panel of 3 (three) arbitrators, one to be appointed by the Second Party, one to be appointed by GoAP and the third to be appointed by the two arbitrators so appointed, who shall act as Chairperson of the Arbitral Tribunal. All expenses of such third arbitrator shall be borne and paid by the parties in equal proportion. The arbitrators shall give a speaking Award.
- 11.3 The Award rendered in any arbitration commenced hereunder shall be final and binding.
- 11.4 During the pendency of any Arbitration the Parties shall continue to perform their respective obligations as detailed in this Agreement unless such performance cannot be reasonably continued.
- 11.5 The arbitration proceedings shall take place at capital city of Andhra Pradesh only and the Courts of the state of Andhra Pradesh alone have jurisdiction to this purpose.
- 11.6 The right to arbitrate disputes under this Agreement shall survive the expiry of term or the Termination of this Agreement.

## CLAUSE 12

### AMENDMENTS

- 12.1 No amendments or waiver of any provision of this Agreement and no consent to any departure by either party here form, shall in any event be effective unless the same shall be writing and signed by each of the Parties.

## CLAUSE 13

### COMMUNICATION

- 13.1 Any communication/notice by one Party to the other under this Agreement shall be deemed to be served if sent by cable, fax or E-mail followed by a confirmation letter delivered by hand or by registered mail to the respective addresses.
- 13.2 Communication should be addressed as below:

**NREDCAP:**  
 The Vice-Chairman & Managing Director,  
 New & Renewable Energy Development Corporation of A.P. Limited,  
 5-8-207/2, Pisgah Complex,  
 Nampally, Hyderabad 500 001  
 Tel No.: +91 040 23202391/23202296  
 Fax No.: +91 040 23201666  
 Email id: vc@nedcap.gov.in

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

*Subbarao*  
 Vice Chairman & Managing Director

**Suzlon Gujarat Wind Park Ltd.**

*Dr. V. Suresh Rao*  
 Dr. V. Suresh Rao  
 Sr. Vice President

Page 15 of 17  
 For AXIS ENERGY VENTURES INDIA PVT. LTD.

*Director*  
 Director



Suzlon:  
The Chairman and Managing Director  
Suzlon Energy Limited,  
"One Earth" Building, Hadapsar,  
Pune-411028, Maharashtra, India-  
Tel. No.: +91-20-67022000/61356135/67202500  
Fax No.: +91-20-67022100/67022200  
Email id: cmd@suzlon.com

The Chairman and Managing Director,  
Axis Energy Ventures India Private Limited,  
2nd Floor, Plot no.3, House No. 6-3-680/8/3, PMR Plaza,  
Thakur Mansion Lane, Somajiguda, Hyderabad – 500 082  
Tel No.: +91 040 23412312/23412313  
Fax No.: +91 040 23412314  
Email id: ravi@axisenergy.in

**CLAUSE 14**

**MISCELLANEOUS**

**14.1 Relationship of the Parties**

This agreement shall not be interpreted or construed or create an association, joint venture or partnership between the parties or to impose any partnership obligation or right upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party.

**14.2 Third Parties**

This agreement is intended solely for the benefit of the parties hereto. Nothing in this agreement shall be construed to create any duty, to standard of care with reference to, or any liability to, any person not a party to this Agreement.

**14.3 No Waiver**

14.3.1 No waiver by either Party of any default by other Party in the observance and performance of any provision of or obligations of or under the agreement. (i) shall operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under the agreement; (ii) shall be effective unless it is in writing and executed by a duly authorized representative of the Party; and (iii) shall affect the validity or enforceability of the agreement in any manner.

14.3.2 Neither the failure by either party to insist on any occasion upon the performance of the terms, conditions and provisions of the 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.

**14.4 Exclusion of Implied Warranties**

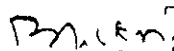
This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or

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



Vice Chairman & Managing Director

**Suzlon Energy Ltd.**

  
**Dr. V. Bapeshwar Rao**  
**Sr. Vice President**

For AXIS ENERGY VENTURES INDIA PVT. LTD  
Page 16 of 17



Director

representation by either Party not contained in a binding legal agreement executed by both Parties.

14.5 Counterparts

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of the agreement.

14.6 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality 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 one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under the Agreement or otherwise.

14.7 Survival

The termination or expiry of this Agreement shall not affect the accrued rights, obligations and liabilities of either party under this agreement, nor shall it affect any continuing obligations, which this Agreement provides, whether expressly or by necessary implication.

IN WITNESS, the Parties hereto have executed and delivered this Agreement at on the date first written above.

For and on behalf of NEW & RENEWABLE ENERGY DEVELOPMENT CORPORATION OF A.P. LIMITED For and on behalf of SUZLON ENERGY LIMITED

*[Handwritten signature]*

Vice-Chairman & Managing Director

*[Handwritten signature]*

Senior Vice President

For and on behalf of AXIS ENERGY VENTURES INDIA PRIVATE LIMITED

*[Handwritten signature]*

Director

Witness:

1. *[Handwritten signature]*  
K. SRINIVAS  
050, NREDCAO, Hyderabad.

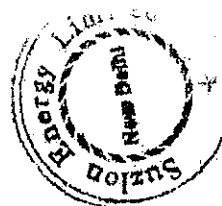
2. N.V. My  
N.K.D.S  
CONSULTANT  
Suzlon Energy Ltd



# GREEN ENERGY COMMITMENT

On the occasion of the first Renewable Energy Global Investors Meet (RE-INVEST) 2015, we, representing SUZLON GROUP, a Company, registered under the Companies Act, with Headquarters at PUNE, hereby present our commitment to the Hon'ble Prime Minister of India that we shall develop 161,000 Mega Watt (MW) of Renewable Energy Projects during the five year period of 2015-19. [11,000 Manufacturing] [5,000 EPC]

Besides generating 27,648 Million Units of green and clean power annually, these projects will also create employment for 80,000 persons (@ 5 persons/MW) and prevent Carbon emissions of around 34,537 MT per year (@ ..... tons/ ..... million unit).



Name: TULSI TANTI  
 Chairman & Managing Director/Managing Director/CEO  
 Name of the Company: SUZLON GROUP OF COMPANIES  
 Telephone No.: 91 20 670 22007  
 Email: CMD @ Suzlon . com

Date: 13<sup>th</sup> Feb. 2015  
 Place: PUNE

To  
 The Secretary,  
 Ministry of New and Renewable Energy  
 (Government of India)  
 Block No. 14, CGO Complex, Lodi Road  
 New Delhi - 110003

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

*Arabej*  
 Vice Chairman & Managing Director

Suzlon Energy Ltd.

*Bapeshwar*  
 Dr. V. Bapeshwar Rao  
 Sr. Vice President

For AXIS ENERGY VENTURES INDIA PVT. LTD.

*[Signature]*  
 Director



## Memorandum of Understanding

This Memorandum of Understanding is entered on 15th day of February, 2015 at New Delhi on the occasion of First Renewable Energy Global Investors Meet (Re-Invest) 2015

### Between

M/s Suzlon Energy Ltd. a Company incorporated under the Companies Act, 1956 having its Office at Pune.

### And

## The Government of Andhra Pradesh

M/s Suzlon Energy Ltd. wishes to establish 200 MW Capacity Wind Turbine blades manufacturing facility in Andhra Pradesh during the five year period of 2015-19 and 1500(Nos) employment will be created directly/indirectly.

Government of Andhra Pradesh would facilitate M/s Suzlon Energy Ltd to obtain necessary Permissions / Registration / Approvals / Clearances etc., from the concerned departments of the state, as per the existing policies / rules and regulations of the State Government.

This Memorandum of Understanding is made to facilitate M/s Suzlon Energy Ltd for establishment of the aforesaid Project (s) in Andhra Pradesh in a time bound manner.

For and on behalf of  
Government of Andhra Pradesh

*[Signature]*  
(VC & Managing Director)  
NREDCAP

For and on behalf of  
M/s Suzlon Energy Ltd.

*[Signature]*  
(Authorised Signatory)

Secretary, Energy, I & I Dept., Govt. of AP  
For New & Renewable Energy Development  
Corporation of Andhra Pradesh Ltd. & Chairman, NREDCAP  
Suzlon Energy Ltd.

For AXIS ENERGY VENTURES IN

*[Signature]*  
Sr. Vice President

Director



## MEMORANDUM OF UNDERSTANDING

Between

**M/s SUZLON ENERGY LIMITED**

and

**THE STATE GOVERNMENT OF ANDHRA PRADESH, INDIA**

This Memorandum of Understanding is made on this 29<sup>th</sup> day of April 2015 by and between Government of Andhra Pradesh, represented by Kartikeya Misra, IAS, Director of Industries, Government of Andhra Pradesh and M/s Suzlon Energy Limited represented by Ranjitsinh Parmar, Sr. President.

Now, therefore, Government of Andhra Pradesh and M/s Suzlon Energy Limited wish to formalize the understanding as follows:

1. M/s Suzlon Energy Limited intends to establish Integrated Wind Turbine (IWT) manufacturing facility of 500 MW per annum with an investment of Rs. 350 Crore with a potential to create an employment of 500 persons. This facility will cater to the requirement for setting up Renewable Energy Project to the tune of 2,500 MW.
2. Government of Andhra Pradesh will facilitate to provide necessary assistance to M/s Suzlon Energy Limited to improve the investment environment which includes prompt land acquisition, adequate infrastructure development and offering attractive incentives.

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

*[Signature]*  
Vice Chairman & Managing Director

**Suzlon Energy Ltd.**

*[Signature]*  
**Dr. V. Bapeshwar Rao**  
Sr. Vice President

Page 1 of 2


For AXIS ENERGY VENTURES INDIA PVT. LTD.

*[Signature]*  
Director

3. Government of Andhra Pradesh will facilitate M/s Suzlon Energy Limited to obtain necessary Permissions/ Registrations/ Approvals/ Clearances etc., from the concerned departments of the state under the Single Desk Policy.
4. This Memorandum of Understanding is made to facilitate M/s Suzlon Energy Limited for establishment of the aforesaid Projects in Andhra Pradesh in a time bound manner.

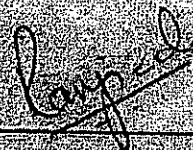
In witness whereof, the parties have set their respective hands and seals to these presents through their duly authorized representatives on the date first above written.

for Government of Andhra Pradesh



**KARTIKEYA MISRA, IAS**  
**DIRECTOR OF INDUSTRIES**  
**GOVERNMENT OF ANDHRA**  
**PRADESH**

for M/s Suzlon Energy Limited



**RANJITSINH PARMAR,**  
**SR. PRESIDENT**  
**SUZLON ENERGY LIMITED**

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

  
 Vice Chairman & Managing Director

Suzlon Energy Ltd.

  
 Dr. V. Bapeshwar Rao  
 Sr. Vice President

For AXIS ENERGY VENTURES INDIA PVT. LTD.

  
 Director



## GREEN ENERGY COMMITMENT

On the occasion of the first Renewable Energy Global Investors Meet (RE-INVEST) 2015, we, representing **AXIS ENERGY GROUP** a Company, registered under the Companies Act, with Headquarters at HYDERABAD hereby present our commitment to the Hon'ble Prime Minister of India that we shall develop 12500 Mega Watt (MW) of Renewable Energy Projects during the five year period of 2015-19.

Besides generating 25097 Million Units of green and clean power annually, these projects will also create employment for 18750 persons (@ 1.5 persons / MW) and prevent Carbon emissions of around 21250 MT per year (@ 0.84 tons / 1 million unit).

*l.s.*  
**K. Ravi Kumar Reddy**  
 Managing Director  
 Axis Energy Group  
 Hyderabad - 500 082  
 Phone: 8008 444440  
 Email: ravi@axisenergy.in



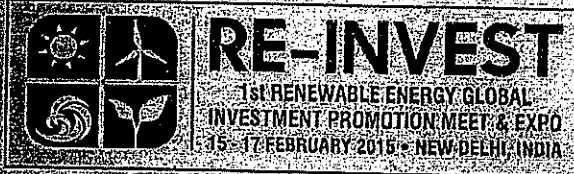
Date: 05.02.2015  
 Place: Hyderabad.

To  
 The Secretary,  
 Ministry of New and Renewable Energy  
 (Government of India)  
 Block No. 14, CGO Complex, Lodhi Road,  
 New Delhi - 110 003

*alshab*  
 Vice Chairman & Managing Director

*Rajaram*  
 Dr. V. Bapeshwar Rao  
 Sr. Vice President

*Se*  
 Director



**RE-INVEST**

1st RENEWABLE ENERGY GLOBAL  
INVESTMENT PROMOTION MEET & EXPO  
15-17 FEBRUARY 2015 - NEW DELHI, INDIA

## Memorandum of Understanding

This Memorandum of Understanding is entered on 15<sup>th</sup> day of February, 2015 at New Delhi on the occasion of First Renewable Energy Global Investors Meet (Re-Invest) 2015.

Between  
**Axis Energy Group**

And

**Government of Andhra Pradesh**

**Axis Energy Group**, during first Renewable Global Investors Meet (**RE-INVEST**) 2015 presented Green Energy Commitment to the Hon'ble Prime Minister, Government of India to set up 12,500 MW of Wind and Solar Power Projects during the next five years period (2015-2019) on 15<sup>th</sup> day of February, 2015 at New Delhi and this capacity Commitment stands no 2 in the country.

Out of the above capacity as a priority, 4000 MW of Wind power and 2500 MW of Solar Power Projects is committed to setup in the State of Andhra Pradesh including hybrid Wind and Solar power projects during five years period (2015-2019) by **Axis Energy Group** and reduction of carbon emissions of 11050 MT/year (@1.7 MT/year) and 9750 No's (@1.5 person/ MW) of employment will be created directly/indirectly.


M/s **Axis Energy Ventures India Pvt. Ltd.**, installed 28 wind monitoring Stations for Wind Resource Assessment studies in Ananthapur, Kurnool and Kadapa Districts and established wind farmable potential and also 10 sites were already validated by National Institute of Wind Energy, Chennai and notified.

**Axis Energy Group** companies has obtained sanctions to establish 1066 MW of Wind Power Projects in different sites and entered into Agreement with NREDCAP Ltd, Nodal Agency of State of Andhra Pradesh.

**Government of Andhra Pradesh** would undertake to facilitate **Axis Energy Group** to obtain necessary Permissions/ Registrations/ Approvals/ Clearances etc. from the concerned departments of the state, as per the existing policies / rules and regulations of the State Government.

This Memorandum of Undertaking is made to facilitate **Axis Energy Group** for establishment of the aforesaid Projects in Andhra Pradesh in a time bound manner as a part of their Green Energy Commitment given to Hon'ble Prime Minister of India during the **RE-INVEST-2015**.

For and on behalf of  
Government of Andhra Pradesh

  
M. Kamalakar Babu, M.Sc., B.L.  
(VC & Managing Director)  
NREDCAP

For and on behalf of  
M/s Axis Energy Ventures (I) Pvt. Ltd.,

  
K. Ravi Kumar Reddy  
(Managing Director)

  
Ajay Jain, IAS

Secretary, Energy, I & I Dept., Govt. of AP  
& Chairman, NREDCAP

  
Vice Chairman & Managing Director

  
Dr. V. Bapeshwar Rao  
Sr. Vice President

  
Director



## GOVERNMENT OF ANDHRA PRADESH

## ABSTRACT

Energy, I&I Department - Proposals for entering into an MoU with M/s Suzlon Energy Ltd., for manufacture and development of 4000 MW Renewable Energy Power Projects in the State of Andhra Pradesh - Permission Accorded - Orders - Issued.

## ENERGY, INFRASTRUCTURE &amp; INVESTMENT (PR.II) DEPARTMENT

G.O.Ms.No.15

Dated 27.11.2015

Read the following:

1. The Chairman of M/s. Suzlon Energy Limited, Letter dated, 03.09.2015.
2. From the VC&MD, NREDCAP Lr.No.NREDCAP/WE/SUZLON/MoU/ 2015, dated. 14.09.2015 and 23.09.2015.

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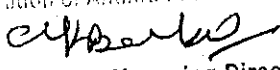
**ORDER:-**

In the reference 1<sup>st</sup> read above, Chairman of M/s Suzlon Energy Limited, has submitted a representation to Government of Andhra Pradesh, for development of 4000 MW Renewable Energy Power Projects (Wind Energy) and Wind Solar Hybrid Systems and to establish Wind Turbine Generator manufacturing facilities and proposed to sign an MoU with Govt. of AP along with their partners viz M/s. Axis Energy Ventures India Private Limited. They have proposed the investment and commitment as detailed below:-

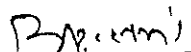
- Manufacturing at multiple locations (I.e. blade, tower, nacelle/generator) to integrate all components of wind turbine generator in Ananthapuramu & Nellore Districts.
- Employment generation
  - Direct : 8,000 (manufacturing & projects)
  - Indirect : 25,000(approx.)
- Establishment of wind and wind-solar hybrid projects(mostly in Ananthapuramu District)
- Establishment of skill development centre (In Ananthapuramu District)
- Establishment of SUZLON Chair at the proposed Energy University

2. Accordingly, the VC&MD, NREDCAP has in his letter second read above, has reported that M/s. Suzlon Energy Ltd., has global presence with an installed capacity of about 15,000 MW in 19 countries including 8,700 MW in India. They have proposed to develop 4,000 MW RE capacity over a period of five years mostly in Ananthapuramu District and they have proposed to sign an MoU jointly with Government of AP for development of the above projects. It has also been informed that M/s. Suzlon Energy Ltd., have agreed to set up integrated wind turbine manufacturing units in the State and signed an MOU with the Industries Department on 29-04-2015. M/s. Axis Energy Ventures India Pvt Ltd., a partner of M/s Suzlon Energy Limited, has conducted detailed wind monitoring studies as per the MNRE guidelines at 28 locations and about 3500-4000 MW capacity wind power potential is available at these locations in mostly Ananthapuramu District and NREDAP has already allotted 1066 MW wind power projects to M/s. Axis Energy Group companies. Hence, the VC&MD, NREDCAP has proposed that M/s. Suzlon Group and M/s. Axis Energy Group will jointly develop 4000 MW Renewable Energy power projects over a period of 5 years and also manufacturing facilities by M/s. Suzlon Group. Both the parties have proposed to sign an MOU with the Government of AP. The firm has requested to extend necessary benefits, incentives, single window facilitation etc., as per the provisions of AP Wind Power Policy 2015 and AP Industrial Policy 2015-2020. M/s. Suzlon Group has also agreed to submit Performance Bank Guarantee @ Rs. 5.00 lakh per MW (approximately Rs. 200 crores) for

For Board of Investment, Government  
Corporation of Andhra Pradesh Ltd.

  
Vice Chairman & Managing Director

Suzlon Energy Ltd.

  
Dr. V. Bapeshwar Rao  
Sr. Vice President

For AXIS ENERGY VENTURES INDIA PVT. LTD.

  
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the entire capacity of 4,000 MW for implementation on time bound basis. Subsequent to signing of MOU, it is proposed to sign an implementation agreement, and agreed to provide Performance Bank Guarantee for timely completion of the project as per the timelines indicated in the proposed implementation agreement. The expected investment that can be brought into the State will be Rs. 28,000 crores towards establishment of 4,000 MW wind power and Rs. 500 crores towards establishment of manufacturing facilities. The Government of AP have also proposed to develop 4,150 MW capacity wind power projects by the year 2018-19, and also the NREDCAP is planning to develop Ananthapuramu District as Renewable Energy Hub under Power For All 24x7 Scheme.

Taking into consideration all the above, an MoU has been prepared indicating all the modalities and commitments of both the parties.

Government after careful consideration, hereby approves the proposal for entering into an MoU with M/s Suzlon Energy Limited and M/s Axis Energy Ventures India Private Limited as per the approved format annexed to this order.

The Vice Chairman & Managing Director, NREDCAP shall take further necessary action accordingly.



(BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)

**AJAY JAIN**  
SECRETARY TO GOVERNMENT

To  
The Vice Chairman & Managing Director, NREDCAP, Hyderabad. (we).  
✓ The Chairman, M/s Suzlon Energy Limited. (we).

Copy to:-  
The PS to Secretary to CM.  
The PS to Chief Secretary to Govt.  
The General Administration (Cabinet) Department.  
SF/SCs.


//FORWARDED BY ORDER//

  
**SECTION OFFICER**  


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

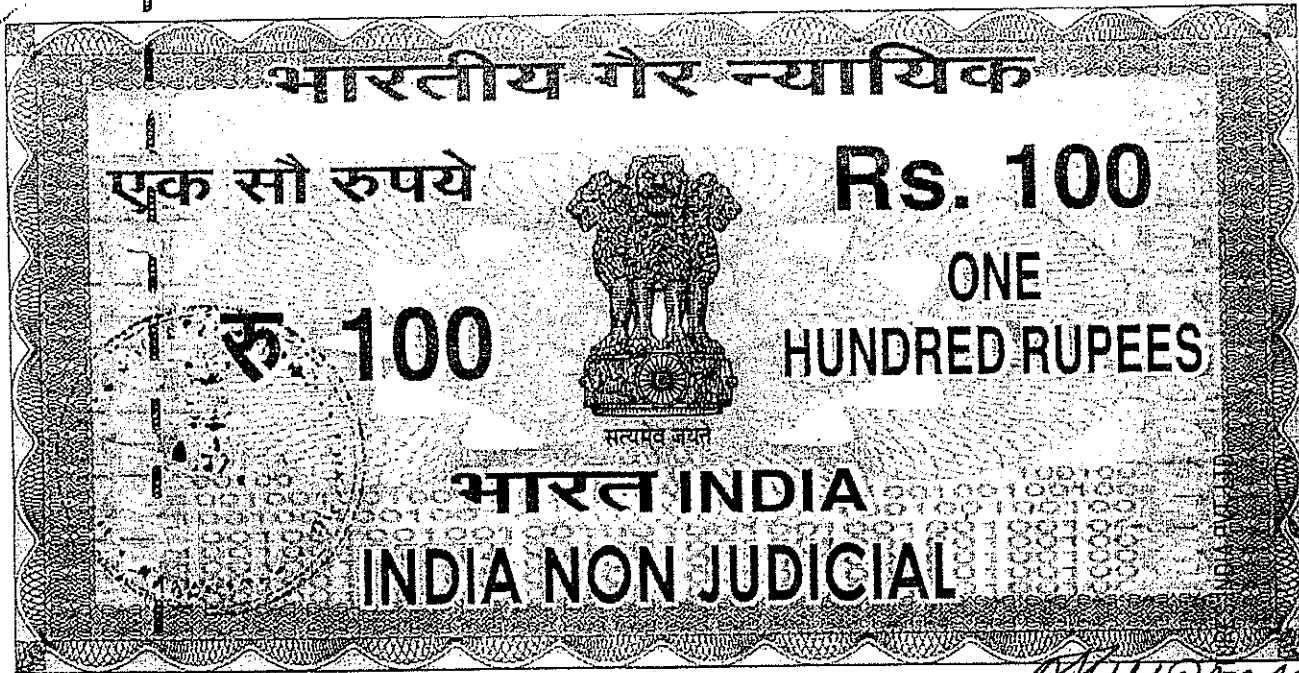
  
Vice Chairman & Managing Director

**Suzlon Energy Ltd.**

  
Dr. V. Bapeshwar Rao  
Sr. Vice President

For AXIS ENERGY VENTURES INDIA PVT. LTD.

  
Director



తెలంగాణ తెలంగాణ TELANGANA

Sl. No. 23347 Date. 17/10/2015.  
 Sold To : Jaisimha  
 S/o : Narsig Rao R/o. Hyd.  
 To Whom : Suzlon Energy Ltd.

K. N. LAL BABU  
 Licenced Stamp Vendor  
 LICENCE NO. 16-07-086/2012,  
 R.L. NO. 16-07-002/2015.  
 H.No. 3-5-948/91/A, Himayath Nagar  
 HYDERABAD DISTRICT  
 PHONE NO. 09492424379

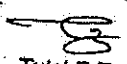
For AXIS ENERGY

**MEMORANDUM OF UNDERSTANDING**

The Memorandum of Understanding ("MOU") is entered into on this 4<sup>th</sup> day of December, 2015 at Vijayawada by and between:

**SUZLON ENERGY LIMITED**, a company duly incorporated under the Companies Act 1956, having its registered office at 5 Shrimali Society, Near Shri Krishna Complex, Navrangpura, Ahmedabad - 380009, Gujarat, India and its Corporate Office at "One Earth" Building, Hadapsar, Pune-411028, Maharashtra, India represented by its authorised signatory Mr Tulsi Tanti, Chairman & Managing Director (hereinafter referred to as "Suzlon Group", which term shall mean and include its successors in interest, group companies, associates and assigns);

AND

Suzlon Energy Ltd.  
  
 Tulsi R Tanti  
 Chairman & Managing Director

For Axis Energy Ventures India Private Limited

  
 Chairman & Managing Director

Page 1 of 8  
 AJAY JAIN, IAS.,  
 Secretary to Government  
 Energy, Infrastructure & Investment Dept.  
 A.P. Secretariat, Hyderabad - 500 022.

Suzlon Energy Ltd.

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

Dr. V Bapeshwar Rao  
 S. Vice Pres. M

Vice Chairman & Managing Director



Director

తెలంగాణ తెలంగాణ TELANGANA

*[Signature]*  
C 414710

Sl. No: 23346 Date: 17/10/2015.  
Sold To : Jaisimha  
S/o : Narsig Rao R/o. Hyd.  
To Whom : Suzlon Energy Ltd.

K. N. LAL BABU  
Licenced Stamp Vendor  
LICENCE NO. 16-07-086/2012  
R.L. NO. 16-07-002/2015.  
H.No. 3-5-948/91/A, Himayath Nagar  
HYDERABAD DISTRICT  
PHONE NO. 09492424374

For AXIS ENERGY Ltd. Suzlon Energy Ltd.

2

**AXIS ENERGY VENTURES INDIA PRIVATE LIMITED**, a holding Company of Axis Energy Group, a Company duly incorporated under the Companies Act 1956, having its registered office at 2<sup>nd</sup> floor, Plot No.3, H.No.6-3-680/3/3, PMR Plaza, Thakur Mansion Lane, Somajiguda, Hyderabad - 500082, represented by its authorised signatory Mr. K. Ravikumar Reddy, Chairman & Managing Director (hereinafter referred to "Axis Energy Group" which term shall mean and include its successors in interest, group companies, associates and assigns),

*[Signature]*  
Dr. V. Bapeshwar Rao  
Sr. Vice President

Suzlon Group and Axis Energy Group, hereinafter shall jointly be referred to as the "Parties of First Part/First Party";

AND

**GOVERNMENT OF ANDHRA PRADESH**, represented by its Secretary, Energy, Infrastructure and Investment Department & CRDA, Government of Andhra Pradesh Secretariat, Hyderabad, hereinafter referred to as the "Party of the Second Part/Second Party".

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

*[Signature]*  
Vice Chairman & Managing Director

Suzlon Energy Ltd.  
*[Signature]*  
Tulsi R Tanil  
Chairman & Managing Director

For Axis Energy Ventures India Private Limited  
*[Signature]*  
Chairman & Managing Director

*[Signature]*  
AJAY JAIN, IAS.,  
Secretary to Government  
Energy, Infrastructure & Investment Dep't  
A.P. Secretariat, Hyderabad - 500 022.

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తెలంగాణ తేలంగానా TELANGANA

Sl. No: 23345 Date: 17/10/2015.  
 Sold To : Jaisimha  
 S/o : Narsig Rao R/o. Hyd.  
 To Whom : Suzlon Energy Ltd.

K. N. LAL BABU  
 Licenced Stamp Vendor  
 LICENCENO.16-07-086/2012,  
 R.L.NO.16-07-002/2015.  
 H.No.3-5-948/91/A, Himayath Nagar  
 HYDERABAD. DISTRICT  
 PHONE NO. 09492424379

3

WHEREAS:

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

The National Institute of Wind Energy (NIWE) has assessed the potential of the State of Andhra Pradesh in wind power projects to be over 22,000 MW with maximum potential identified in the districts of Ananthapuramu, Kadapa, Kurnool, Chittoor and Nellore. The Second Party, in order to promote the development of clean energy initiative, has issued Wind Power Policy 2015 and the Andhra Pradesh Industrial Policy 2015-2020.

Suzlon Energy Ltd.  
  
 Tulsiranti  
 Chairman & Managing Director

For Axis Energy Ventures India Private Limited  
  
 Chairman & Managing Director

Page 3 of 8  
 AJAY JAIN, IAS.,  
 Secretary to Government  
 Energy, Infrastructure & Investment Dep.  
 A.P. Secretariat, Hyderabad - 500 022.

For New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.  
 Sr. Secretary  
 Dr. V. Bapeshwar Rao  
 Sr. Secretary  
 Suzlon Energy Ltd.  
 C 414709  
 For AXIS ENERGY VENTURES INDIA PVT. LTD.

Suzlon Group which is the largest wind energy player of India, and one of the world leaders, along with its associates is in the business of manufacturing wind turbine generators and developing wind and solar power projects through engineering, procurement and supply model for various independent power producers across India and has about 14 manufacturing facilities spread across India and America. Suzlon Group has built and consolidated its presence in 19 countries and installed over 14,600 MW of wind power projects globally.

Suzlon Group while participating in the First Renewable Energy Global Investors Meet (RE-INVEST), 2015 held on February 15, 2015, had given a commitment to the Honourable Prime Minister of India, in presence of Honourable Minister for New & Renewable Energy, Power and Coal of India, to develop 11,000 MW of capacity of new wind capacity and develop new manufacturing facilities over a period of five years.

Suzlon Group in pursuance to the said commitment initially signed Memorandum of Understanding dated February 15, 2015 at New Delhi with the Second Party for setting up of manufacturing facility for blades and wind power projects for an aggregate capacity of 430 MW in state of Andhra Pradesh. Subsequently, the Suzlon Group also signed another Memorandum of Understanding dated April 29, 2015 with Industries Department, GoAP on the eve of the launch of Andhra Pradesh Industry Mission, 2015 and Industrial Policy 2015-2020 at Visakhapatnam, for setting up of integrated manufacturing facility for manufacture of wind turbines in the state of Andhra Pradesh. Both the memorandum of understandings dated February 15, 2015 and April 29, 2015 were executed in presence of Honourable Chief Minister of Andhra Pradesh (hereinafter both MoUs are jointly referred as "Suzlon MoUs").

Suzlon Group is desirous of participating in the initiatives of Second Party in harnessing the wind power potential in the state of Andhra Pradesh, by (i) setting up three manufacturing facilities i.e two (2) at Anathapuramu (for nacelles and blades) and one at Krishnapatnam (for towers) ("Manufacturing Facilities"); and (ii) setting up renewable energy projects for an aggregate capacity of around 3,000 MW capacity of wind power projects and 1000 MW Wind-Solar Hybrid project, at sites feasible for developing such projects in the State of Andhra Pradesh (together "Renewable Energy Projects").

For AXIS ENERGY VENTURES INDIA PVT. LTD.

*[Signature]*  
Director

Suzlon Energy Ltd.

*[Signature]*  
Dr. V. Bapeshwar Rao  
Sr. Vice President

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

*[Signature]*  
Vice Chairman & Managing Director

Suzlon Energy Ltd.  
*[Signature]*  
Tulsi R Tanti  
Chairman & Managing Director

For Axis Energy Ventures India Private Limited  
*[Signature]*  
Chairman & Managing Director

Axis Energy Group which is in the business of developing Renewable Energy Projects, in particular Wind and Solar, and had presented the "Green Energy Commitment" to the Honourable Prime Minister of India during the First Renewable Energy Global Investors Meet (RE-INVEST), 2015 on February 15, 2015 at New Delhi. Axis Energy Group gave a commitment to develop 12,500 MW of Renewable Energy Projects comprising of 7,000 MW in wind and 5,500 MW in solar projects.

Axis Energy Group has committed to develop 4,000 MW wind power projects (for which, Axis Energy Group has already entered into a MoU on 28 Wind Monitoring Stations for Wind Resource Assessment studies with NREDCAP/NIWE ("Axis MoU") and 2500 MW solar power projects in the State of Andhra Pradesh. As per initial studies, the potential generation capacity estimated under the Axis MOU is around 3500-4000 MW of wind power projects, in addition to the 1,066 MW capacities of wind power projects sanctioned by the Government of Andhra Pradesh. Accordingly, Axis Energy Group had given commitment to establish wind power projects in state of Andhra Pradesh and had entered into *Memorandum of Understanding* with the Government of Andhra Pradesh in the presence of the Honourable Chief Minister of Andhra Pradesh on February 15, 2015 ("GoAP MoU"). Government of Andhra Pradesh has given undertaking to facilitate the Axis Energy Group to obtain approvals /permissions /clearances etc. from concerned departments as per rules/policies/regulations prevailing.

The Parties of the First Part, in view of the common objectives under GoAP MoU and the Suzlon MoUs, are proposing to collaborate and jointly develop (under various business models) the Renewable Energy Projects (SUZLON group jointly with Axis Group) and the Manufacturing Facilities (by SUZLON Group) in the State of Andhra Pradesh over a period of next five years. Hence, the Parties of the First Part have also held discussions and decided to jointly approach the Second Party, seeking assistance for setting up the Manufacturing Facilities and developing the Renewable Energy Projects. The Second Party, on the request of the Parties of First Part, have agreed to facilitate the establishment of the Manufacturing Facilities and the development of the Renewable Energy Projects in the State of Andhra Pradesh, pursuant to the provisions of this MoU.

For AXIS ENERGY VENTURES INDIA PVT. LTD.

Suzlon Energy Ltd.

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

Director

Dr. V. Bapeshwar Rao  
Sr. Vice President

Vice Chairman & Managing Director

Suzlon Energy Ltd.  
  
Tulsi R Tanti  
Chairman & Managing Director

For Axis Energy Ventures India Private Limited

Chairman & Managing Director

Page 5 of 8

AJAY JAIN, IAS.,  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

**NOW THEREFORE, PARTIES HEREIN HAVE AGREED TO THE FOLLOWING.**

1. The Parties of First Part propose to develop (under various business models) the Manufacturing Facilities and Renewable Energy Projects in State of Andhra Pradesh over a period of next five years between 2015 to 2020. The Parties of First Part in this regard agree and undertake to the following:
  - (i) Achieve the implementation of Manufacturing Facilities by SUZLON Group and Renewable Energy Projects by SUZLON & Axis Group by March 31, 2020;
  - (ii) To generate employment, subject to applicable laws and requirement of the Manufacturing Facilities and Renewable Energy Projects;
  - (iii) Set up skill development centres in relation to Manufacturing Facilities and Renewable Energy Projects;
  - (iv) Submit a business plan/project schedule identifying the development of the Manufacturing Facilities and the Renewable Energy Projects; and
  - (v) Provide security in the form of Bank Guarantee at the rate of Rs. 5 lakhs per MW for the entire capacity of the Renewable Energy Projects, on a progressive basis to the Second Party.
2. The Second Party agrees to the following:
  - (i) In relation to setting up of the Manufacturing Facilities and development of the Renewable Energy Projects:
    - Priority allotment of government land on long term lease basis to the First Party/ Parties of First Part in accordance with procedure in vogue, and wherever required assistance to the First Party/ Parties of First Part, as the case may be, for procurement of Private and Forest land;
    - Facilitate the First Party/ Parties of First Part, as the case may be, in the acquisition of identified land in accordance with law.
    - Permit the development of Renewable Energy Projects on the land identified by the First Party;

For AXIS ENERGY VENTURES INDIA PVT. LTD.

Director

Suzlon Energy Ltd.

Dr. V. Bapeshwar Rao  
Sr. Vice President

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

Vice Chairman & Managing Director

Page 6 of 8

Suzlon Energy Ltd.  
 Tulsi R. Tanil  
Chairman & Managing Director

For Axis Energy Ventures India Private Limited

Chairman & Managing Director

AJAY JAIN, IAS.,  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.



- Facilitate the approval of the relevant gram panchayats for setting up the Renewable Energy Projects;
  - Facilitate availability the benefits under single window clearance for procuring necessary approvals and clearances for setting up of the Manufacturing Facilities and development of the Renewable Energy Projects; and
- (ii) Priority allocation of capacities for the Renewable Power Projects as per the procedures in vogue by NREDCAP;
  - (iii) Make Availability of all benefits under the Wind Power Policy 2015 and the Andhra Pradesh Industrial Policy of 2015-2020.
  - (iii) Make Availability of adequate power evacuation facilities by the power transmission corporation/s for evacuation of power from the inter connecting point of Renewable Energy Projects as per the procedure in vogue.
  - (iv) Make Availability of necessary infrastructure for ensuring unhindered access to and utilisation of the Manufacturing Facilities and the Renewable Energy Projects.
  - (v) Provide to the First Party incentives under the Mega Industrial Policy of the Government of Andhra Pradesh.
3. Execution of firm Power Purchase Agreements for the capacities committed under this MOU with Feed in Tariff as per the prevailing regulations and orders of the AP Electricity Regulatory Commission for Wind Power and Wind Solar Hybrid Power Projects
  4. Axis Energy Group represents to the Second Party that they are collaborating with Suzlon Group, for the development of the above mentioned projects and further agrees and confirms to Second Party that as part of the said collaboration, they will allocate capacity to the First Party/ Parties of First Part for development of the Renewable Energy Projects, and extend other rights and benefits to the First Party/ Parties of First Part as may be available to it in terms of the MoU with the Second Party.

For AXIS ENERGY VENTURES INDIA PVT. LTD.

Director

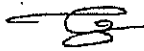
Suzlon Energy Ltd.

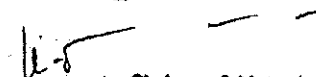
Dr. V. Bapeshwar Rao  
Sr. Vice President

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

Vice Chairman & Managing Director

Page 7 of 8

**Suzlon Energy Ltd.**  
  
Tulsil R Tanti  
Chairman & Managing Director

**For Axis Energy Ventures India Private Limited**  
  
Chairman & Managing Director

**AJAY JAIN, IAS.,**  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

5. Besides the understanding agreed herein, the Second Party and the First Party will execute a Project Implementation Agreement within 30 days from the execution of this MoU, setting out in detail the terms and conditions (including the timelines) for implementation of the commercial transaction contemplated herein.

6. This MoU shall be governed by laws of India.

IN WITNESS WHEREOF, the parties have caused this MoU to be duly executed by their duly authorised representatives on the date and year first here in above.

For and on behalf of  
Suzlon Energy Ltd

For and on behalf of  
Government of Andhra Pradesh

*[Signature]*

Tulsi Tanti  
Chairman &  
Managing Director

*[Signature]*  
SECRETARY,  
Energy, I&I and CRDA

For and on behalf of  
Axis Energy Ventures  
India Private Limited

*[Signature]*  
K RAVI KUMAR REDDY  
Chairman &  
Managing Director

Witness:

1. *[Signature]*  
(K-KIRAN KUMAR REDDY)

2. *[Signature]*  
(D.V.V. Rao)

Witness:

1. *[Signature]*  
C.M. KAMALAKRISHNA  
2. *[Signature]*  
C.K. SRINIVASA RAO

For AXIS ENERGY-VENTURES INDIA PVT. LTD.

*[Signature]*  
Director

Suzlon Energy Ltd.

*[Signature]*  
Dr. V. Bapeshwar Rao  
Sr. Vice President

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

*[Signature]*  
Vice Chairman & Managing Director



తెలంగాణ తెలంగాణ TELANGANA

Sl. No: 828 Date: 08/01/2016.  
 Sold To : Karunakar  
 S/o : Late Ramulu R/o. Hyd.  
 To Whom : Axis Energy Ventures India Private Limited.

K. N. LAL BABU  
 Licenced Stamp Vendor  
 LICENCE NO. 16-07-086/2012,  
 R.L. NO. 16-07-002/2015.  
 H.No. 3-5-948/91/A, Himayath Naga  
 HYDERABAD DISTRICT  
 PHONE NO. 09492424379

*[Signature]*  
 D 912099

PROJECT IMPLEMENTATION AGREEMENT

THIS PROJECT IMPLEMENTATION AGREEMENT ("Agreement") is executed on the 11<sup>th</sup> day of the month of January, 2016 between:

**THE GOVERNMENT OF ANDHRA PRADESH**, represented by Secretary, Energy, Infrastructure and Investment Department & CRDA, Government of Andhra Pradesh, Secretariat, Hyderabad. (hereinafter referred to as "GoAP" or the "First Party" which expression shall include its successors);

AND

**SUZLON ENERGY LIMITED**, a company duly incorporated under the Companies Act 1956, having its registered office at 5 Shrimali Society, Near Shri Krishna Complex, Navrangpura, Ahmedabad - 380009, Gujarat, India and its Corporate Office at "One Earth" Building, Hadapsar, Pune-411028, Maharashtra, India represented by its authorised signatory Mr. Tulsi Tanti, Chairman and Managing Director, (hereinafter referred to as "Suzlon", which term shall mean and include its successors in interest, group companies, associates and assigns);

*[Signature]*  
**AJAY JAIN, IAS.,**  
 Secretary to Government  
 Energy, Infrastructure & Investment Dept.  
 A.P. Secretariat, Hyderabad - 500 022.

Suzlon Energy Ltd.  
*[Signature]*  
**Tulsi R Tanti**  
 Chairman & Managing Director

For Axis Energy Ventures India Private Limited  
*[Signature]*  
 Chairman & Managing Director

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

*[Signature]*  
 Vice Chairman & Managing Director

Suzlon Energy Ltd.

*[Signature]*  
 Dr. V. Bapeshwar Rao  
 Vice President

Director

AND

**AXIS ENERGY VENTURES INDIA PRIVATE LIMITED**, a company duly incorporated under the Companies Act 1956, having its registered office at 2nd Floor, Plot no.3, House No. 6-3-680/3/3, PMR Plaza, Thakur Mansion Lane, Somajiguda, Hyderabad - 500 082, represented by its authorised signatory Mr. K. Ravi Kumar Reddy, Chairman and Managing Director (hereinafter referred to "Axis" which term shall mean and include its successors in interest, group companies, associates and assigns),

Suzlon and Axis are hereinafter jointly referred to as "Second Party"

WHEREAS:

- A. Suzlon along with its associates is engaged in the business of manufacturing wind turbine generators and developing wind and solar power projects through engineering, procurement and supply model for various independent power producers. Axis, is one of the largest independent power producers in India with primary focus in development and operations of renewable energy projects.
- B. Government of India (GoI) (defined hereinafter) as part of its goal to achieve green energy commitment has emphasized on increasing the development of renewable energy projects and enhancement of the capacities of power production through renewable energy sources. This has also led to various states with high resources and possibilities of renewable energy power production, such as the state of Andhra Pradesh, to promote the establishment of new and renewable energy projects. The GoAP, in order to promote the development of clean energy initiative, has issued Wind Power Policy 2015 and the Andhra Pradesh Industrial Policy 2015-2020.
- C. The National Institute of Wind Energy (NIWE) has assessed the potential of the state of Andhra Pradesh in wind power projects to be over 22,000 MW with maximum potential identified in the districts of Ananthapuramu, Kadapa, Kurnool, Chittoor and Nellore.
- D. Suzlon while participating in the first renewable energy global investors meet (RE-INVEST), 2015 held on February 15, 2015, had given a commitment to the Honorable Prime Minister of India, in the presence of Honorable Minister for New and Renewable Energy, Power and Coal of India, to develop 11,000 MW of capacity of new wind capacity and develop new manufacturing facilities over a period of 5 years. Suzlon in pursuance to the said commitment initially signed memorandum of understanding (MoU) dated February 15, 2015 at New Delhi with the GoAP for setting up of manufacturing facility for blades and wind power projects for an aggregate capacity of 430 MW in the state of Andhra Pradesh. Subsequently, Suzlon also signed another MoU dated April 29, 2015 with Industries Department, GoAP on the eve of the launch of Andhra Pradesh Industry Mission, 2015 and Industrial Policy 2015-20 at Vishakapatnam, for setting up of integrated manufacturing facility for manufacture of wind turbines in the state of Andhra Pradesh. Both the MoU dated February 15, 2015 and April 29, 2015 were executed in presence of Honorable Chief Minister of Andhra Pradesh. (both these documents are attached as Annexure 1).
- E. Axis Energy which is in the business of developing Renewable Energy Projects, in particular Wind and Solar, and had presented the "Green Energy Commitment" to the Honourable Prime Minister of India during the First Renewable Energy Global Investors Meet (RE-INVEST), 2015 on February 15, 2015 at New Delhi. Axis Energy Group gave a commitment to develop 12,500 MW of Renewable Energy Projects comprising of 7,000 MW in wind and 5,500 MW in solar projects.

For AXIS ENERGY VENTURES INDIA PVT. LTD.

Director

Suzlon Energy Ltd.

Dr. V. Bapeshwar Rao  
Sr. Vice President

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

Vice-Chairman & Managing Director

**AJAY JAIN, IAS.**  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

**Suzlon Energy Ltd.**  
Tulsi R Tanti  
Chairman & Managing Director

For Axis Energy Ventures India Private Limited

Chairman & Managing Director

- F. Axis Energy based on the commitment in RE-INVEST 2015 has committed to develop 4,000 MW wind power projects (for which, Axis Energy has already entered into a MoU on 28 Wind Monitoring Stations for Wind Resource Assessment studies with NREDCAP/NIWE ("Axis MoU") and 2500 MW solar power projects in the State of Andhra Pradesh and entered into *Memorandum of Understanding* with the Government of Andhra Pradesh in the presence of the Honourable Chief Minister of Andhra Pradesh on February 15, 2015 ("GoAP MoU"). In terms of the GoAP MoU, Government of Andhra Pradesh has given undertaking to facilitate the Axis Energy Group to obtain approvals/permissions/clearances etc. from concerned departments as per rules/policies/regulations prevailing.
- G. In view of the common objectives and intention of developing renewable energy projects both Suzlon and Axis have discussed and agreed to collaborate and jointly develop the Renewable Energy Projects (as defined hereinafter) in the state of Andhra Pradesh and accordingly on September 03, 2015 a proposal was submitted to GoAP for development of 4000 MW of renewable energy projects in AP along with manufacturing facilities. GoAP after considering the proposal with the concerned authority approved the same and has issued government order G.O.Ms No. 15 dated November 27, 2015 ("GO") (attached herewith as Annexure 2).
- H. The Parties in pursuance of said GO, have executed Memorandum of Understanding dated December 04, 2015 ("MoU") attached herewith as Annexure 3. As per the MoU, Suzlon and Axis have agreed to jointly participate in developing renewable energy projects (comprising of wind power projects (3000 MW) and wind-solar hybrid power projects (1000 MW) projects) for an aggregate capacity of about 4000 MW ("Renewable Energy Projects") and Suzlon shall additionally develop facilities for manufacturing blade, tower, nacelle/generator at multiple locations such as Anathapuramu and Nellore districts or such other districts identified subsequently ("Manufacturing Facilities").
- I. In terms of the MoU the Parties had agreed to execute Project Implementation Agreement incorporating the terms and conditions relating to the implementation of the Renewable Energy Projects and the Manufacturing Facilities.

NOW THEREFORE, PARTIES HEREBIN HAVE AGREED TO THE FOLLOWING.

1. **INTERPRETATIONS**
- 1.1 The nomenclature of this Agreement, heading and paragraph numbers are only for the convenience of reference -.
- 1.2 Reference to persons and words denoting natural persons shall include bodies, corporate, partnerships, joint ventures, statutory and other authorities and entities.
- 1.3 Reference to any enactment, ordinance or regulation or any provision thereof shall include any amendment thereof or any replacement in whole or in part.
- 1.4 Reference to Recitals, Clauses, or Sub-Clauses shall unless the context otherwise requires, be deemed to include the Recitals, Clause or Sub-Clauses of this Agreement.
- 1.5 The words importing singulars shall include plurals and vice-versa as the case may be.
- 1.6 Terms beginning with capital letters and defined as per this Agreement shall have the same meaning ascribed thereto.
- 1.7 Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference, to that agreement, deed, instrument, license or other document as amended varied, supplemented, modified or suspended at the time of such

AJAY JAIN, IAS.,  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

Suzlon Energy Ltd.  
Tulsi R Tanti  
Chairman & Managing Director

For Axis Energy Ventures India Private Limited  
Chairman & Managing Director

For AXIS ENERGY VENTURES INDIA PVT. LTD.

Suzlon Energy Ltd.

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

Director

Dr. V. Babeshwar Rao  
Vice President

Vice Chairman & Managing Director

reference provided that this Clause shall not operate so as to increase liability or obligations of any Party hereunder or pursuant hereto in any manner whatsoever.

- 1.8 Any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or report required under or pursuant to this Agreement from or by any party shall be valid and effectual only if it is in writing and under the hands of duly authorized representative of such party in this behalf and not otherwise.
- 1.9 Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days' or dates.
- 1.10 The words / expressions used in this Agreement shall bear the same meaning as assigned to them in the context in which these have been used in this Agreement.

## 2. DEFINITIONS

- 2.1 In this Agreement, the various terms shall have the following meanings, except where the context otherwise requires, definitions and other terms expressed in the singular shall also include the plural and vice versa, namely:-

"Agreement" means this Agreement together with the Schedules attached herein and any amendments made thereto in accordance with the provisions herein contained.

"Applicable Permits" shall mean all clearances, permits, authorisations, consents and approvals required to be obtained or maintained under applicable laws in connection with the Renewable Energy Projects and/or the Manufacturing Facilities during the subsistence of this Agreement.

"Arbitration Act" means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof as in force from time to time.

"Commercial Operation" shall mean the date when the Renewable Energy Projects or the Manufacturing Facilities, as the case may be, shall be commissioned as per the respective implementation plan agreed with GoAP.

"Dispute" shall have the meaning as specified in Clause 10.

"Effective Date" shall mean the date of signing of this Agreement.

"Force Majeure" shall have the meaning as ascribed thereto in Clause 8.

"GoAP" shall mean the state government of the Andhra Pradesh.

"GoI" shall mean Government of India.

"Individual Project" shall mean each renewable energy project set up as part of the Renewable Energy Projects based on allotment issued by NREDCAP.

"Interconnection Facilities" means all the equipment and facilities, including, but not limited to, all metering facilities, switchgear, substation facilities, transmission lines and

*M/S*  
AJAY JAIN, IAS.,  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

Suzlon Energy Ltd.  
*T.R.*  
Tulsi R Tanti  
Chairman & Managing Director

For Axis Energy Ventures India Private Limited  
4  
*U.V.*  
Chairman & Managing Director

For AXIS ENERGY VENTURES INDIA PVT. LTD.

Director

Suzlon Energy Ltd.

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

Vice Chairman & Managing Director

*D.V.M.R.*  
Dr. V. Bapeshwar Rao  
Sr. Vice President

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Related infrastructure necessary to enable the evacuation of power from the inter connecting point of an Individual Project to the grid.

"Power Purchase Agreement" shall mean a contractual agreement to be signed with the Andhra Pradesh Power Distribution Companies or any other body for the sale of power generated from the Renewable Energy as may be approved by APERC from time to time.


"Parties" shall mean collectively GoAP and the Second Party.

"Site" means the land used for development of Renewable Energy Projects and the Manufacturing Facilities.

For AXIS ENERGY VENTURES INDIA PVT. LTD.

  
Director


<sup>4/6</sup>  
AJAY JAIN, IAS.,  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

Suzlon Energy Ltd.  
  
Tulsi R Tanti  
Chairman & Managing Director

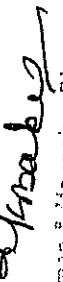
For Axis Energy Ventures India Private Limited

Chairman & Managing Director

Suzlon Energy Ltd.

  
Dr. V. Bapeshwar Rao  
Sr. Vice President

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

  
Vice Chairman & Managing Director

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CLAUSE 3

TERMS OF THE AGREEMENT

3.1 Effectiveness

This Agreement shall come into force from the Effective Date.

3.2 Term of the Agreement

This Agreement shall remain in force for a period of 7 (seven) years from the Effective Date to remain valid till December 31, 2022 ("Term") including period of construction / development and operation of the Renewable Energy Projects and the Manufacturing Facilities.

3.3 GoAP Support

GoAP agrees that the principal objective of this Agreement is support for timely completion of the Renewable Energy Projects and the Manufacturing Facilities. GoAP therefore agrees to provide the support to the Second Party as set out in this Agreement.

CLAUSE 4

EXECUTION OF RENEWABLE ENERGY PROJECTS

4.1 ASSURANCES OF GoAP

4.1.1 Grant of Consents and Approvals


In order to facilitate the construction and operation of the Renewable Energy Projects, GoAP agrees to extend the following benefits, either through single window clearance mechanism as per GOMs No. 15 Wind Power Policy 2015 or through priority allocation and shall:

- (i) Cause NREDCAP as per the prevailing policies to provide permissions to the Second Party for conducting Wind Resource Assessment studies at potential sites.
- (ii) Cause that NREDCAP as per the prevailing policies to allot capacities in National Wind Energy Institute (NIWE)/ NREDCAP notified sites and also in the potential sites identified by Second Party in the state of Andhra Pradesh in private, revenue and forest lands.
- (iii) Upon application by Second Party or any associate/subsidiary company of Second Party or vendors identified by the Second Party for executing the Renewable Energy Projects, any other person acting on their behalf, GoAP agrees, in compliance of with applicable laws, to grant such Applicable Permits or extensions and/or renewals as are required for or in connection with the Renewable Energy Projects, for the execution and development of the Renewable Energy Projects, to complete in a timely manner.

4.1.2 Allocation of Land

The availability of land being one of the paramount requirements, GoAP agrees to take the following actions in connection with the construction and operation of the Renewable Energy Projects:

<sup>Asst</sup>  
AJAY JAIN, IAS.,  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

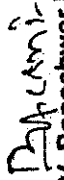
Suzlon Energy Ltd.  
  
Tulsir R Tanti  
Chairman & Managing Director

For Axis Energy Ventures India Private Limited  
  
Chairman & Managing Director

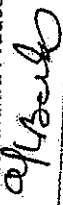
For AXIS ENERGY VENTURES INDIA PVT. LTD.

  
Director

Suzlon Energy Ltd.

  
Dr. V. Bapeshwar Rao  
Sr. Vice President

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

  
Vice Chairman & Managing Director



- (i) subsequent to the allotment of capacities for the Renewable Energy Projects, wherever available provide to the Second Party or subsidiary company of the Second Party, revenue land owned by GoAP on long term lease basis as per the policy in force in this regard. The lease agreements should entitle the lessee to mortgage the lease hold rights on such land to the lenders / financiers of the Renewable Energy Projects, with prior consent of the GoAP / NREDCAP;
- (ii) To facilitate the Second Party by issue of necessary governmental orders / directions / notifications and taking all administrative actions in compliance of provisions of applicable law for the acquisition process of private land in favour of Second party or any associate/subsidiary company of Second Party, in the potential areas to be identified by Second Party in the districts of Ananthapuramu, Kadapa, Kurnool, Chittoor and Nellore or such other districts identified from time to time;
- (iii) To facilitate the capacities that have been identified in the endowment lands, GoAP will extend the necessary support to expedite the approvals from the concern authority as per the applicable rules and procedures.
- (iv) to facilitate the capacities that have been identified in the forest areas, GoAP will extend the necessary support to expedite the approvals and diversion of forest land at the State and Central level. The Compensatory Afforestation land required for such projects may be allotted from the land bank available with the GoAP by collecting the necessary fee/ charges as per applicable law.
- (v) to provide access to the Site for conducting wind resource assessment tests and any pre-feasibility tests in relation to the Renewable Energy Projects.

#### 4.1.3 Access Rights to Site

GoAP agrees to, on a continuous basis and within the time period decided by the Co-ordination Committee provide: (i) unhindered rights of access rights to the Site; and (ii) such other rights of access and, as may be required by the Second Party, in relation to construct, operate and maintain the Renewable Energy Projects. In case of any issues pertaining to such right of way, GoAP shall provide all administrative assistance to Second Party.

#### 4.1.4 Approvals and Permits from Gram Panchayat and Local bodies

GoAP will facilitate the approvals and permits required from the village panchayats and the local bodies by payment of necessary Development Charges and Layout fee on a time bound basis.

#### 4.1.5 Benefits under Renewable Energy Policies of Andhra Pradesh

In relation to the development of the Renewable Energy Projects, GoAP agrees to extend all benefits available under the Wind Power Policy 2015, Solar Power Policy, 2015 including but not limited to the following:

- (i) provide the Second Party or any associate/subsidiary of the Second Party/Suzlon/Axis identified by the Second Party incentives and exemptions and benefits under the Wind Power Policy 2015, Solar Power Policy, 2015;
- (ii) exemption of the Renewable Energy Projects from payment of electricity duty applicable toward sale of power to the power distribution companies of Andhra Pradesh;

*Not*  
AJAY JAIN, IAS.,  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

Suzlon Energy Ltd.  
*[Signature]*  
Tulsi R Tanti  
Chairman & Managing Director

For Axis Energy Ventures India Private Limited  
*[Signature]*  
7  
Chairman & Managing Director

For AXIS ENERGY VENTURES INDIA PVT. LTD.

Suzlon Energy Ltd.

*[Signature]*  
Dr. V. Bapeshwar Rao  
Sr Vice President

Director

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

*[Signature]*  
Vice Chairman & Managing Director

- (iii) grant deemed PPP status to the Renewable Energy Projects;
- (iv) grant deemed industry status to the Renewable Energy Projects so that they are eligible for incentives made available to the industrial units under various schemes launched by the Industrial Department, GoAP from time to time;
- (v) grant must run status to the Renewable Energy Projects;
- (vi) In relation to the Site for development of the Renewable Energy Projects GoAP shall issue deemed non-agricultural use permission, subject to payment of applicable charges by the Second Party
- (vii) exemption for obtaining clearance from State Pollution Control Board;

For AXIS ENERGY VENTURES INDIA PVT. LTD.

*[Signature]*  
Director

4.1.6 Power Evacuation Infrastructure for Renewable Energy Projects

GoAP agrees to cause the APTRANSCO to evacuate power produced from the Renewable Energy Projects, on preferential basis. The power generated from the Renewable Energy Projects shall be provided adequate power evacuation facilities by the power transmission corporation for evacuation of power from the inter connecting point of Renewable Energy projects as per procedure in vogue and in compliance of APERC orders.

Suzlon Energy Ltd.

*[Signature]*  
Dr. V. Bapeshwar Rao  
Sr. Vice President

4.1.7 Execution of Power Purchase Agreement

GoAP agrees to cause the power distribution companies of Andhra Pradesh/ APPCC to execute firm Power Purchase Agreements in the format attached as Annexure 5 as may be approved by APERC and purchase the entire capacity of power generated from the Renewable Energy Projects at tariff determined by the Andhra Pradesh Electricity Regulatory Commission under Section 61 (h) of Electricity Act, 2003 and the terms of PPA approved by Commission from time to time.

4.2 COVENANTS OF THE SECOND PARTY

4.2.1 Commissioning of Renewable Energy Projects

The Second Party, agrees to achieve the implementation of the Renewable Energy Projects by March 31, 2022, as per the indicative schedule attached in Annexure 4.

4.2.2 In this regard the Parties agree to mutually discuss and arrive at implementation plans indicating the schedule of different activities to be performed by the development of the Renewable Energy Projects.

4.2.3 The Renewable Energy Projects shall require manpower during its construction and operation, Second Party agrees, subject to applicable laws, to provide employment and make necessary arrangements to provide employments to local residents and/or residents of the state of Andhra Pradesh based on the educational qualifications and technical skills.

4.2.4 Upon commissioning of each Individual Project, the Second Party agrees to make payments of any fee payable to NREDCAP, DISCOM, or any other government department as may be levied from time to time in relation to such Individual Project.

4.2.5 In relation to the development and construction of the Renewable Energy Projects, Second Party shall have the option to incorporate special purpose companies and GoAP agrees to

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

*[Signature]*  
Vice Chairman & Managing Director

AJAY JAIN, IAS.,  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

Suzlon Energy Ltd.  
*[Signature]*  
Tulsi R Tanti  
Chairman & Managing Director

For Axis Energy Ventures India Private Limited  
*[Signature]*  
Chairman & Managing Director

extend all the benefits available to Second Party, directly or indirectly, under this Agreement to such special purpose companies.

Second Party shall however be jointly and severally responsible to perform all the obligations stated in this Clause 4.2.

## CLAUSE 5

### EXECUTION OF MANUFACTURING FACILITIES

#### 5.1 OBLIGATIONS OF GoAP

##### 5.1.1 Grant of Consents and Approvals

In order to facilitate the construction and operation of the Manufacturing Facilities upon application by Suzlon or any of its associate/subsidiary company or any other person acting on its behalf, GoAP agrees to ensure in a time bound manner and in compliance with applicable laws the issuance of such Applicable Permits or extensions and/or renewals as are required, either through single window clearance mechanism or through priority allocation.

##### 5.1.2 Allocation of Land

In relation to the Site for the Manufacturing Facilities, GoAP agrees:

- (i) to allot to Suzlon or any of its associate/subsidiary company or any other person acting on its behalf, available revenue land owned by GoAP on long term lease basis as per Industrial Policy of 2015-2020 valid for a period of 99 (ninety nine) years, in accordance with applicable law. GoAP agrees and warrants, that it shall provide and handover physical, vacant, peaceful, obstacle free, unencumbered possession of the entire allotted land free from any and all liens. The lease agreements should entitle the lessee to mortgage the lease hold rights on such land to the lenders / financiers of the Manufacturing Facilities, with prior consent of the GoAP.
- (ii) extend all support and assistance and issue necessary governmental orders / directions / notifications and take all administrative actions facilitating the acquisition process especially in the potential areas to be identified by Suzlon, where private land is to be acquired by Suzlon or any of its associate/subsidiary company or any other person acting on its behalf.
- (iii) in case the allotted land involves forest land, by expediting the process at GoAP level and also facilitate on a best efforts basis those required at GoI level.


##### 5.1.3 Access Rights to Site

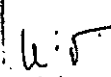
GoAP agrees to, on a continuous basis and within time periods decided by the Coordination Committee provide; (i) unhindered rights of access to the Site; and (ii) such other rights of access and, as may be required by Suzlon or any of its Contractors or sub-contractors, in relation to construction and operation of the Manufacturing Facilities. In case of any issues pertaining to such right of way, GoAP shall provide all administrative assistance to Suzlon.

##### 5.1.4 Benefits under the Andhra Pradesh Industrial Policy of 2015-2020

GoAP agrees to accord mega industry status to the Manufacturing Facilities as per the policies in force. GoAP in accordance with the Andhra Pradesh Industrial Policy of 2015-

<sup>1/2021</sup>  
AJAY JAIN, IAS.,  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

**Suzlon Energy Ltd.**  
  
Tulsil R Tantil  
Chairman & Managing Director

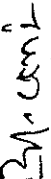
**For Axis Energy Ventures India Private Limited**  
  
Chairman & Managing Director

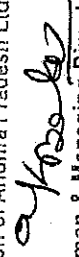
For AXIS ENERGY VENTURES INDIA PVT. LTD.

Suzlon Energy Ltd.

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

  
Director

  
Dr. V. Bapeshwar Rao  
Sr. Vice President

  
Vice Chairman & Managing Director

2020 also to consider to extend to Suzlon or any of its associate/subsidiary company or any other person acting on its behalf, tailor-made benefits on case to case basis including but not limited to peripheral infrastructure, electricity supply and fiscal incentives to enable the time bound construction and operation of the Manufacturing Facilities.

**5.2 OBLIGATIONS OF SUZLON**

**5.2.1 Commissioning of the projects**

Suzlon agrees to set up the Manufacturing Facilities. Suzlon shall also establish a skill development centre and a Suzlon Chair of such skill development centre in the Energy University proposed to be set up in Andhra Pradesh.

5.2.2 In this regard the Parties agree to mutually discuss and arrive at implementation plans indicating the schedule of different activities to be performed by the development of the Manufacturing Facilities.

5.2.3 The Manufacturing Facilities shall require manpower during its construction and operation, Suzlon agrees, subject to applicable laws, to provide employment and make necessary arrangements to provide employments to local residents and/or residents of the state of Andhra Pradesh based on the educational qualifications and technical skills.

5.2.4 For the development and construction of the Manufacturing Facilities, Suzlon shall have the option to incorporate special purpose companies and GoAP agrees to extend all the benefits available to Suzlon under this Agreement to such special purpose companies.

Suzlon Energy Ltd. For Axis Energy Ventures India PVT. LTD.

Director

Dr. V. Bapeshwar Rao

Sr. Vice President

<sup>11/15</sup>  
**AJAY JAIN, IAS.,**  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

**Suzlon Energy Ltd.**  
  
Tulsir R Tanti  
Chairman & Managing Director

For Axis Energy Ventures India Private Limited  
  
Chairman & Managing Director

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

Vice Chairman & Managing Director

000129

CLAUSE 6

SPECIAL PROVISIONS

- 6.1 GoAP shall use its best efforts to facilitate that the incentives and exemptions declared by GoAP and/or GoI from time to time after the Effective Date, whether in relation to promoting the renewable energy sector in India or on account of special assistance to industries being set up in the state of Andhra Pradesh for manufacture of renewable energy equipment and are made available to the Renewable Energy Projects and the Manufacturing Facilities, as the case may be.
- 6.2 GoAP agrees to take all steps to ensure that no action or combination of actions are taken the effect of which is or are discriminatory and which treats the Second Party less favorably than any other developer of renewable energy projects in the state of Andhra Pradesh or treats the Renewable Energy Projects or the Manufacturing Facilities less favorably than any projects of similar nature and size which may be developed from time to time in the state of Andhra Pradesh.
- 6.3 Constitution of Coordination Committee
- 6.3.1 GoAP agrees to constitute and set-up a coordination committee ("Coordination Committee") for ensuring smooth and efficient execution of the Renewable Energy Projects and the Manufacturing Facilities. The Coordination Committee shall comprise of the following:
- (i) the Secretary, Energy Department, GoAP
  - (ii) the Secretary to CM, GoAP (Energy)
  - (iii) the Secretary, Industries Department, GoAP
  - (iv) the Managing Director, APTRANSCO
  - (v) the Vice Chairman and Managing Director, NREDCAP
  - (vi) the representatives of Suzlon and Axis
  - (vii) As and when required from any of other Department of GoAP/District Administration

The Coordination Committee may form such committees as may be required for resolution of specific issues arising in the execution of the Renewable Energy Projects and the Manufacturing Facilities.

- 6.3.2 The Coordination Committee shall, unless otherwise agreed between the Parties, initially hold meetings once in every month.
- 6.4 Assistance to procure construction material
- GoAP agrees to on best efforts basis provide the following assistance to the Second Party in procuring construction material required for the setting up of the Renewable Energy Projects and the Manufacturing Facilities:

- (i) priority allotment of licenses for carrying out quarry activities and sand mining along with waiver in terms of respective policy in force from ceiling limits provided in the licenses being generally issued, so that it is able to obtain adequate quantity of construction material required for the renewable energy projects and manufacturing; or
- (ii) assistance for procuring preferential supply of aggregates/cements/sand etc. from respective manufacturers and/or suppliers on priority basis.

*AJS*  
AJAY JAIN, IAS.,  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

Suzlon Energy Ltd.  
*TS*  
Tulsi R Tanti  
Chairman & Managing Director

For Axis Energy Ventures India Private Limited  
*u.t.*  
Chairman & Managing Director

For AXIS ENERGY VENTURES INDIA PVT. LTD.

*[Signature]*  
Director

Suzlon Energy Ltd.

*[Signature]*

Dr. V. Bapeshwar Rao  
Sr. Vice President

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

*[Signature]*  
Vice Chairman & Managing Director

- 6.5 Upon signing of definitive agreement by NREDCAP for renewable energy projects as Single Window Clearing Agency, Suzlon shall furnish to GoAP or such governmental instrumentality of GoAP, performance guarantees for the entire capacity of the Renewable Energy Projects aggregating to Rs. 200 crores, calculated at the rate of Rs. 5 lakhs per MW and which shall be enforceable against the defaulting parties as per applicable laws. GoAP agrees that upon the commissioning of each Individual Project, performance guarantee submitted by Suzlon in relation to such Individual Project shall be returned to Suzlon forthwith and in any event not later than 5 (five) days from the date of commissioning of such Individual Project.
- 6.6 In order to enable the due performance of the duties, obligations and objectives of the Parties under this Agreement, GoAP agrees to cause the execution of enforceable and binding agreements with each of the relevant departments, corporations, companies of GoAP as may be required in relation to the execution of the Renewable Energy Projects and/or the Manufacturing Facilities, from time to time under applicable laws or any policies of such departments, corporations, companies of GoAP.

For AXIS ENERGY VENTURES INDIA PVT. LTD.

Director

CLAUSE 7

REPRESENTATIONS AND WARRANTIES

- 7.1 Each Party represents and warrants to the other Party that:
  - 7.1.1 It has full power and authority to execute, deliver and perform this Agreement;
  - 7.1.2 It has taken all necessary action to authorise the execution, delivery and performance of this Agreement;
  - 7.1.3 The execution of this Agreement and performance hereunder shall constitute a binding on both the parties.

Suzlon Energy Ltd.

Dr. V. Bapeshwar Rao  
Sr. Vice President

CLAUSE 8

FORCE MAJEURE

- 8.1 Force Majeure shall mean any event or circumstance or combination of events or circumstances that wholly or partly prevent or unavoidably delay the Party claiming Force Majeure (hereinafter referred to as the "Affected Party") in the performance of its obligations under this Agreement and which act or event:
  - 8.1.1 is beyond the reasonable control of and not arising out of the fault of the Affected Party;
  - 8.1.2 the Affected Party has been unable to prevent by the exercise of due diligence and reasonable efforts, skill and care, including through expenditure of reasonable sums of money; and
  - 8.1.3 has a materially adverse effect on the Renewable Energy Projects or the Manufacturing Facilities.

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

Vice Chairman & Managing Director

Such events include any acts of GoAP either in its sovereign or its contractual capacity; war, civil war, insurrection, riots, revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes, radioactivity and earthquakes.

8.2 Upon the occurrence of any Force Majeure Event:

AJAY JAIN, IAS.,  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

Suzlon Energy Ltd.  
  
Tulsir R Tanti  
Chairman & Managing Director

For Axis Energy Ventures India Private Limited

Chairman & Managing Director

- 8.2. 1 The date for achieving the specific obligations shall be extended by the period for which such Force Majeure event subsists and the Term shall be proportionately extended; and
- 8.2. 2 The Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs arising out of any Force Majeure Event.

For AXIS ENERGY VENTURES INDIA PVT. LTD.

Director

**CLAUSE 9**

**GOVERNING LAW**

- 9.1 The rights and obligations of the Parties under or pursuant to this Agreement shall be governed by and constructed according to applicable law. This Agreement shall be subject to the jurisdiction of the competent courts at capital city of Andhra Pradesh.

**CLAUSE 10**

**RESOLUTION OF DISPUTES**

- 10.1 Good Faith Negotiations

All disputes, disagreement or difference between the Parties (each a "Dispute"), arising out of or in relation to the construction or operation of the Renewable Energy Projects or the Manufacturing Facilities, shall be resolved through the following dispute resolution procedure:

- 10.1.1 Either Party shall give to the other a written notice setting out the material particulars of Disputes and requiring an authorized Senior Executive Officer each from the GoAP and the Second Party, to meet in person at the capital city of Andhra Pradesh or at any other mutually agreed place within 20 (twenty) working days of the date of receipt of such notice by the relevant party to attempt negotiation in good faith and using their best endeavours at all times to resolve the Disputes..
- 10.1.2 If the Dispute is not resolved as evidenced by the terms of the settlement being reduced to writing and signed by the Senior Executive Officers of both the Parties within 30 (thirty) working days after the date of receipt of the Notice described in Clause 10.1.1.
- 10.1.3 If the Dispute is not resolved at the meeting of the Senior Executive Officers of both the Parties, the Secretary, Energy Department, GoAP and the Chairman of Suzlon and/or Axis shall meet at the capital city of Andhra Pradesh or any other mutually agreed place within 30 (thirty) working days after the expiry of the period as mentioned in Clause 10.1.2, to attempt negotiations in good faith and using their best endeavours at all times to resolve the dispute within a further period of 30 (thirty) days and if the Dispute is still not resolved as evidenced by the terms of the settlement being reduced to writing and signed by the authorised representatives of both the Parties, the provisions of the Clause 10.2 shall apply, unless the said period is mutually extended.

Suzlon Energy Ltd.

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

Dr. V. Bapeshwar Rao  
Sr. Vice President

Vice Chairman & Managing Director

*Asst*  
AJAY JAIN, IAS.,  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

Suzlon Energy Ltd.  
*[Signature]*  
Tulsi R Tanti  
Chairman & Managing Director

For Axis Energy Ventures India Pvt. Ltd.  
*[Signature]*  
Chairman & Managing Director

panel of 3 (three) arbitrators, one to be appointed by the Second Party, one to be appointed by GoAP and the third to be appointed by the two arbitrators so appointed, who shall act as Chairperson of the Arbitral Tribunal. All expenses of such third arbitrator shall be borne and paid by the parties in equal proportion. The arbitrators shall give a speaking Award.

- 10.3 The Award rendered in any arbitration commenced hereunder shall be final and binding.
- 10.4 During the pendency of any Arbitration the Parties shall continue to perform their respective obligations as detailed in this Agreement unless such performance cannot be reasonably continued.
- 10.5 The arbitration proceedings shall take place at capital city of Andhra Pradesh only and the Courts of the state of Andhra Pradesh alone have jurisdiction to this purpose.
- 10.6 The right to arbitrate disputes under this Agreement shall survive the expiry of term or the Termination of this Agreement.

#### CLAUSE 11 AMENDMENTS

- 11.1 No amendments or waiver of any provision of this Agreement and no consent to any departure by either party here from, shall in any event be effective unless the same shall be in writing and signed by each of the Parties.

#### CLAUSE 12 COMMUNICATION

- 12.1 Any communication/notice by one Party to the other under this Agreement shall be deemed to be served if sent by cable, fax or E-mail followed by a confirmation letter delivered by hand or by registered mail to the respective addresses.
- 12.2 Communication should be addressed as below:

The Secretary, Energy, Infrastructure & Investment, CRDA,  
Government of Andhra Pradesh,  
Secretariat, Hyderabad 500 022  
Tel No.: +91 040 23453304  
Fax No.: +91 040 23451678  
Email id: [seovenergwap@gmail.com](mailto:seovenergwap@gmail.com)

The Chairman and Managing Director,  
Suzlon Energy Limited,  
One Earth" Building, Hadapsar,  
Pune-411028, Maharashtra, India  
Tel. No.: +91-20-67022000/61356135/67202500  
Fax No.: +91-20-67022100/67022200  
Email id: [cmd@suzlon.com](mailto:cmd@suzlon.com)

The Chairman and Managing Director,  
Axis Energy Ventures India Private Limited,  
2nd Floor, Plot no.3, House No. 6-3-680/8/3, PMR Plaza,  
Thakur Mansion Lane, Somajiguda, Hyderabad - 500 082  
Tel No.: +91 040 23412312/23412313  
Fax No.: +91 040 23412314  
Email id: [ravi@axisenergy.in](mailto:ravi@axisenergy.in)

AJAY JAIN, IAS.,  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

Suzlon Energy Ltd.  
  
Tulsir R Tanti  
Chairman & Managing Director

For Axis Energy Ventures India Private Limited

14  
Chairman & Managing Director

For AXIS ENERGY VENTURES INDIA PVT. LTD.

Director

Suzlon Energy Ltd.

Dr. V. Bapeshwar Rao  
Sr. Vice President

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

Vice Chairman & Managing Director



CLAUSE 13  
MISCELLANEOUS

13.1 Relationship of the Parties

This agreement shall not be interpreted or construed or create an association, joint venture or partnership between the parties or to impose any partnership obligation or right upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party.

13.2 Third Parties

This agreement is intended solely for the benefit of the parties hereto. Nothing in this agreement shall be construed to create any duty, to standard of care with reference to, or any liability to, any person not a party to this Agreement.

13.3 No Waiver

13.3.1 No waiver by either Party of any default by other Party in the observance and performance of any provision of or obligations of or under the agreement. (i) shall operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under the agreement; (ii) shall be effective unless it is in writing and executed by a duly authorized representative of the Party; and (iii) shall affect the validity or enforceability of the agreement in any manner.

13.3.2 Neither the failure by either party to insist on any occasion upon the performance of the terms, conditions and provisions of the 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.

13.4 Exclusion of Implied Warranties

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 representation by either Party not contained in a binding legal agreement executed by both Parties.

13.5 Counterparts

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of the agreement.

13.6 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality 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 one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under the Agreement or otherwise.

*Ajay*  
AJAY JAIN, IAS.,  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

Suzlon Energy Ltd.  
*T*  
Tulsi R Tanti  
Chairman & Managing Director

For Axis Energy Ventures India Private Limited  
*U*  
Chairman & Managing Director

For AXIS ENERGY VENTURES INDIA PVT. LTD.

*S*  
Director

Suzlon Energy Ltd.

*Dr. V. Bapeshwar Rao*  
Dr. V. Bapeshwar Rao  
Sr. Vice President

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

*V. Bapeshwar Rao*  
Vice Chairman & Managing Director

000134

13.7 Survival

The termination or expiry of this Agreement shall not affect the accrued rights, obligations and liabilities of either party under this agreement, nor shall it affect any continuing obligations, which this Agreement provides, whether expressly or by necessary implication.

IN WITNESS, the Parties hereto have executed and delivered this Agreement at on the date first written above.

For and on behalf of GOVERNMENT OF ANHRA PRADESH

*[Signature]*  
Secretary  
Energy, Infrastructure Investment, CRDA

For and on behalf of SUZLON ENERGY LIMITED

*[Signature]*  
Chairman and Managing Director

For and on behalf of AXIS ENERGY VENTURES INDIA PRIVATE LIMITED

*[Signature]*  
Chairman and Managing Director

For AXIS ENERGY VENTURES INDIA PVT. LTD.

*[Signature]*

Director

Witness:

1. *[Signature]*  
M. KAMALAKAR BARE  
VICE CHAIRMAN, NREDCAP.

2. *[Signature]*  
K. SRINIVAS  
OSD, NREDCAP.

1. *[Signature]*  
(Dr. V. B. Rao)  
Sr. Vice President  
SUZLON Energy Ltd.

2. *[Signature]*  
(K. KIRAN KUMAR REDDY)  
DIRECTOR, AXIS WIND ENERGY  
LTD.

Suzlon Energy

*[Signature]*

Dr. V. Bapeshwar Rao  
Sr. Vice President

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

*[Signature]*  
Vice Chairman & Managing Director

000135

ANNEXURE 5

Format of Power Purchase Agreement approved by APERC

POWER PURCHASE AGREEMENT

BETWEEN

[Name of the Discom to be Inserted]

AND

[Name of the Project Company]

This Power Purchase Agreement (the "Agreement") entered into this \_\_\_\_ day of \_\_\_\_ 2015 between

[Name of the Discom to be inserted] (DISCOM), incorporated by the Government of Andhra Pradesh in accordance with the Andhra Pradesh Electricity Reform Act 1998 (Act No.30 of 1998), under the provisions of Companies Act, 1956, having its office at [to be inserted], India, hereinafter referred to as the "DISCOM" (which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) as first party,

and

M/s. [Name of the Project Company], a company incorporated under the Companies Act, [1956/2013], having registered office at [to be inserted], hereinafter referred to as the "Wind Power Producer" (which expression shall, unless repugnant to the con-text or meaning thereof, include its successors and assigns) as second party.

WHEREAS, the Wind Power Producer is setting up the New and Renewable Energy Project i.e., the [.] MW capacity Wind power project at [.] Village, [.] Mandal, [.] site, [.] District, Andhra Pradesh (hereafter called the Project) with a proposal of [.] MW as detailed in Schedule 1 attached herewith, and New and Renewable Energy Development Corporation of Andhra Pradesh Limited hereafter referred to as M/s NREDCAP has accorded approval to the said project in their proceedings No. NREDCAP/WE/6737/2015, Dated 07.04.2015 and the Wind Power Producer has entered into an Agreement with NREDCAP on 07-04-2015 and the copies whereof are attached herewith as Schedule-2 and Schedule 3 respectively.

WHEREAS, it has been agreed that the Project will be designed, engineered and constructed and operated by or on behalf of the Wind Power Producer or its successors with reasonable diligence subject to all applicable Indian laws, rules, regulations and orders having the force of law;

Whereas, the proposed Project is being setup at [.] (V), [.] (M), [.] Site, [.] District, and will be connected to the designated sub-station i.e., APTRANSCO [220/33KV] [.] sub-station at [.]KV voltage level for power evacuation from wind power projects by erecting an exclusive [.]KV group feeder. The Project will share a common metering on the above feeder at the designated sub-station. The Project will also have a separate metering at Project's switchyard.

The terms and conditions of the Agreement are subject to the provisions of the Electricity Act, 2003 (36 of 2003) and the amendments made to the act from time to time, and also subject to regulation by the Andhra Pradesh Electricity Regulatory Commission.

AJAY JAIN, IAS.,  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

Suzlon Energy Ltd.  
Tulsi R Tantli  
Chairman & Managing Director

For Axis Energy Ventures India Private Limited  
Chairman & Managing Director

For AXIS ENERGY VENTURES INDIA PVT. LTD.

Director

Suzlon Energy Ltd.

Dr. V. Bapeshwar Rao  
S. Jice res. nt

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

Vice Chairr & N. agir Dire

NOW THEREFORE, in consideration of the foregoing premises and their mutual covenants herein, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto, intending to be legally bound hereby agree as follows:

## ARTICLE 1

### DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth herein below. Defined terms of singular number shall include the plural and vice-versa.

1.1 **APTRANSCO:** Transmission Corporation of Andhra Pradesh Limited, incorporated by the Government of Andhra Pradesh.

1.2 **Billing Date:** means the fifth (5th) day after the Meter Reading Date.

1.3 **Billing Month:** means the period commencing from 25th of the calendar month and ending on the 24th of the next calendar month.

1.4 **Commercial Operation Date (COD):** means, with respect to each Generating unit, the date on which such Generating unit is declared by the Wind Power Producer to be operational, provided that the Wind Power Producer shall not declare a Generating unit to be operational until such Generating unit has completed its performance acceptance test as per standards prescribed.

**Explanation:** In respect of Non-conventional based power projects the date of synchronisation of the first unit of the project will be treated as the Commercial Operation Date of the project.

1.5 **Delivered Energy:** means, with respect to any Billing Month, the kilo watt hours (kWh) of electrical energy generated by the Project and delivered to the DISCOM at the Interconnection Point as defined in Article 1.10, as measured by the common energy meter at the Interconnection Point during that Billing Month. As indicated in the preamble, the delivered energy recorded by the common meter shall be sum of energy delivered by all Wind power projects connected to the designated sub-station. i.e., APTRANSCO 220/33KV [\*] sub-station

**Explanation 1:** For the purpose of clarification, Delivered Energy, excludes all energy consumed in the Project, by the main plant and equipment, lighting and other loads of the Project from the energy generated and as recorded by energy meter at Interconnection Point.

**Explanation 2:** The delivered energy in a Billing Month shall be limited to the energy calculated based on the Capacity agreed for export to network for sale to DISCOM as mentioned in Preamble and Schedule - 1, multiplied with number of hours and fraction thereof the project is in operation during that billing month. In case any excess energy is delivered no payment shall be made for the same.

**Explanation 3:** The Delivered Energy will be equal to energy recorded by the individual meter at Project's switchyard minus apportioned line losses from Project's switchyard to meter at 220/33KV [\*] Sub-station and shall be calculated as per the formula mentioned below:

$$\text{Delivered Energy} = X1 - (X1 \times Z \%)$$

Where

X1 is the reading of the energy meter installed at the Project's switchyard.

Z% is the line loss incurred in the transmission line between the Project and the interconnected Substation and shall be:

$$Z = \frac{(X1 + X2 + X3 + X4 + \dots) - Y}{(X1 + X2 + X3 + X4 + \dots)} \times 100$$

Where

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Y is the reading of the common energy meter installed on the 33KV side of the interconnected Substation, X1, X2, X3, X4 etc. are the readings of the energy meters installed at the various individual Wind power projects being developed/proposed to be set up in the area and connected to the designated sub-station. i.e., APTRANSCO 220/33KV [\*] sub-station.

**1.6 Due Date of Payment:** means the date on which the amount payable by the DISCOM to the Wind Power Producer hereunder for Delivered Energy, if any, supplied during a Billing Month becomes due for payment, which date shall be thirty (30) days from the Meter Reading Date provided the bill is received by DISCOM within 5 days from Meter Reading Date, and in the case of any supplemental or other bill or claim, if any, the due date of payment shall be thirty (30) days from the date of the presentation of such bill or claim to the designated officer of the DISCOM.

**1.7 Financial Year:** shall mean, with respect to the initial Fiscal Year, the period beginning on the Commercial Operation Date and ending at 12.00 midnight on the following March 31. Each successive Financial Year shall begin on April 1 and end on the following March 31, except that the final Fiscal Year shall end on the date of expiry of the Term or on termination of this Agreement, whichever is earlier.

**1.8 Installed Capacity:** means the total rated capacity in MW of all the Wind Energy Generators installed by the Wind Power Producer.

**1.9 Interconnection Facilities:** means all the equipment and facilities, including, but not limited to, all metering facilities, switchgear, substation facilities, transmission lines and related infrastructure, to be installed at the voltage specified in Article 1.20 at the Wind Power Producer's expense from time to time throughout the term of this Agreement, necessary to enable the DISCOM to economically, reliably and safely receive Delivered Energy from the Project in accordance with the terms of this Agreement. As indicated in the preamble, the interconnection facilities beyond Project's switchyard shall be common for Wind Power Producer and other Wind power projects connected to the designated sub-station. i.e., APTRANSCO 220/33KV [\*] sub-station.

**1.10 Interconnection Point:** means the point or points where the Project and the DISCOM (APSPDCL)/APTRANSCO grid system are interconnected. For this project, interconnection point is at the designated sub-station i.e., 220/33KV [\*] sub-station. The metering for the project will be provided at the interconnection point as per Article 4.1. As indicated in the preamble of this Agreement, interconnection point for this project is common with other wind power projects connected to the designated sub-station. i.e., APTRANSCO 220/33KV Ramagiri sub-station.

**1.11 Meter Reading Date:** means mid-day (i.e., noon) of the 24th (twenty-fourth) day of each calendar month, at the Interconnection Point.

**1.12 Metering Point:** means points where metering shall be provided for Project and shall be as follows:

- (i) Common meter provided at the Interconnection Point for purposes of recording of Delivered Energy of the Project;
- (ii) Individual meter provided at Project's switchyard;
- (iii) Metering point shall include two separate sets of [0.2 /0.2S] class accuracy electronic tri-vector meters as specified in Article 4.1, main meter installed by the Wind Power Producer and the check meter installed by the DISCOM and both sealed by the DISCOM, having facilities to record both export and import of electricity to / from the grid.

**1.13 Project:** means the [\*] MW capacity Wind Power Project at [\*] Village, [\*] (M), [\*] District, Andhra Pradesh for construction and operation as detailed in Agreement entered into with NREDCAP as shown in Schedule 3 attached herewith and includes the metering system.

**1.14 Prudent Utility Practices:** means those practices, methods, techniques and standards, that are generally accepted for use in electric utility industries taking into account conditions in India, and

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commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the Project, and that generally conform to the manufacturers' operation and maintenance guidelines.

1.15 Designated Sub-station: means 220/33 KV [\*] Sub-station of APTRANSCO/APSPDCL (DISCOM).

1.16 SLDC: means the State Load Dispatch Center as notified by the State Government under the provisions of the Electricity Act 2003.

1.17 System Emergency: means a condition affecting the APTRANSCO's/ DISCOM's electrical network which threatens the safe and reliable operation of such system or which is likely to result in the disruption of safe, adequate and continuous electric supply by the APTRANSCO/DISCOM, or which endangers life or property, which condition is affected or aggravated by the continued delivery of Delivered Energy from the Project.

1.18 Surcharge on Reactive Power drawn by Wind Farms: means the charges leviable on the reactive power drawn by Wind Farms at the rate of 25 paise (twenty five paise) per KVARh of reactive energy drawn from grid upto 10% of net active energy generated and 50 paise per KVARh for total drawl if reactive energy drawn is more than 10% of net active energy generated. The above mentioned rates are subject to revision as per APERC orders from time to time. The reactive power drawn as recorded by meters at interconnection point includes the reactive power drawn by all the Wind Power Producers in the cluster. As such the reactive power recorded by the meters at the interconnection point shall be shared by all the individual power producers in the ratio of the active energy delivered by them individually.

Explanation 1: Induction generators used in Wind Farms draw reactive power from grid during generator mode and motor mode.

Explanation 2: Surcharge on reactive power drawn by Wind Farms will be levied on the Wind Power Producer.

1.19 Unit: When used in relation to the generating equipment, means one set of turbine generator and auxiliary equipment, and facilities forming part of the project and when used in relation to electrical energy, means kilo watt hour (kWh).

1.20 Voltage of Delivery: means the voltage at which the electrical energy generated by the project is required to be delivered to the APTRANSCO at the Interconnection Point and the Voltage of Delivery is as detailed below:

TABLE - A

At 33 KV level:

Project interfacing		Specified type of AAAC Conductor (size)	Proposed Wind power capacity on each 33 KV line
From	To		
Wind project	Existing 33/11 KV DISCOM SS.		
Wind project	EHT Pooling SS or existing EHT APTRANSCO SS		

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This Project will generate electrical energy at [•] Volts, which will be stepped up to 33 KV at Project's switchyard and interconnected to the designated sub-station i.e., 220/33KV [•] sub-station of APTRANSCO at 33.KV Voltage for power delivered to the grid.

1.21 All other words and expressions, used herein and not defined herein but defined in Indian Electricity Rules 1956, AP Electricity Reform Act, 1998 and the Electricity Act, 2003 shall have the meanings respectively assigned to them in the said Acts.

## ARTICLE 2

### PURCHASE OF DELIVERED ENERGY AND TARIFF

2.1 All the Delivered Energy at the interconnection point for sale to DISCOM will be purchased at the tariff provided for in Article 2.2 from and after the date of Commercial Operation of the Project. Title to Delivered Energy purchased shall pass from the Wind Power Producer to the DISCOM at the Interconnection Point.

2.2 The Wind Power Producer shall be paid tariff for energy delivered at the interconnection point for sale to DISCOM, which shall be firm at Rs. [•] per unit for a period of [•] years from the Commercial Operation Date (COD) as per APERC order No [•] dated [•].

2.3 The tariff is inclusive of all taxes, duties and levies.

2.4 All future increase in Taxes, Duties and Levies on Energy generated is to be borne by the Wind Power Producer.

2.5 Where in any Billing month, the energy supplied by the DISCOM to the Wind Power Producer as a bilateral arrangement to maintain the Auxiliaries in the power plant in situations of non-generation of power, shall be billed by the DISCOM, and the Wind Power Producer shall pay the DISCOM for such electricity supplies, at the DISCOM's then-effective tariff applicable to High Tension Category-I Consumers. For this purpose, the maximum demand specified in such DISCOM's Tariff shall be computed by dividing the amount of such energy supplied by the DISCOM by hours of drawl of power from the grid in the Month.

**Explanation:** The Wind plants during the plant shut down periods shall draw the energy from DISCOM only for the essential loads not exceeding auxiliary consumption

## ARTICLE 3

### INTERCONNECTION FACILITIES

3.1 Upon receipt of a requisition from the Wind Power Producer, the APTRANSCO and DISCOM will prepare an estimate for arranging interconnection facilities for power evacuation at the voltage level as per Article 1.20. The APTRANSCO and DISCOM shall evaluate, design, and install the Interconnection Facilities and perform all work, at the Wind Power Producer's expense, necessary to economically, reliably and safely connect the grid system to the Project switch yard.

3.2 APTRANSCO and DISCOM may also permit the Wind Power Producer to execute the interconnection facilities for power evacuation as per the sanctioned estimate at its discretion duly collecting the supervision charges as per procedure in vogue.

3.3 The Wind Power Producer shall own, operate and maintain interconnection facilities from Project to designated sub-station from time to time and necessary expenditure shall have to be borne by the

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*[Signature]*  
Director

*[Signature]*  
**Dr. V. Bapeshwar Rao**  
S. Vice President

*[Signature]*  
Chairman

Wind Power Producer. The maintenance work on the Generating units has to be done in coordination with the APTRANSCO and DISCOM.

3.4 The Wind Power Producer shall agree to pay to the DISCOM, on or before signing of this Agreement, at the rate of Rs. [•] per MW of Installed Capacity and for fractions thereof on a pro-rata basis as a onetime lump sum payment for the sole purpose of providing the required MVAR capacity at the Substation of the APTRANSCO/DISCOM to which the Project is interconnected to supply the requisite reactive power to the Grid System. APTRANSCO/DISCOM shall install the capacitors of required capacity, at the substation of the APTRANSCO and DISCOM to which the project is interconnected before commercial operation date of the project.

In case the APTRANSCO/DISCOM fails to install the capacitors of requisite capacity before the commercial operation date, the amount collected for this purpose shall be refunded by the DISCOM to the Wind Power Producer who has paid the amount, within 30 days from the date of commercial operation of the project.

3.5 Any modifications or procedures or changes in arranging interconnection facilities for power evacuations rest with APTRANSCO and DISCOM.

3.6 During the period prior to the Commercial Operation Date, on the request of the Wind Power Producer, the DISCOM will supply energy to the Project for internal consumption, on the Terms and Conditions and at the tariff rates that are applicable from time to time to the category of consumers of the DISCOM to which the Wind Power Producer belongs, provided separate metering arrangements as may be required under the Terms and Conditions of such tariff have been installed at the Project.

#### ARTICLE 4

#### METERING AND PROTECTION

4.1 The Wind Power Producer shall install main meters of Static type 0.2 / 0.2S class accuracy at the Metering Point and the DISCOM shall install check meters of Static type at the same point and of the same accuracy. The main meters and check meters will each consist of a pair of export and import meters with facility for recording meter readings using Meter Recording Instrument. For the purpose of uniformity the Wind Power Producer shall follow metering specifications as developed by the DISCOM from time to time.

4.2 All of the meters required to be installed pursuant to Article 4.1 above shall be jointly inspected and sealed on behalf of both parties and shall not be interfered with, tested or checked except in the presence of representatives of both parties.

4.3 The meter readings from the main meters will form the basis of billing. If any of the meters required to be installed pursuant to Article 4.1 above are found to be registering inaccurately the affected meter will be immediately be replaced.

4.4 Where the half yearly meter check indicates an error in one of the main meter/meters beyond the limits for such meter but no such error is indicated in the corresponding check meter/meters, billing for the month will be done on the basis of the reading on the check meter/meters and the main meter will be replaced immediately.

4.5 If during the half yearly test checks, both the main meters and the corresponding check meters are found to be beyond permissible limits of error, both the meters shall be immediately replaced and the correction applied to the consumption registered by the main meter to arrive at the correct delivered energy for billing purposes for the period of the one month up to the time of such test check,

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Vice-Chairman & Managing Director



computation of delivered energy for the period thereafter till the next monthly meter reading shall be as per the replaced main meter.

4.6 Corrections in delivered energy billing, whenever necessary, shall be applicable to the period between the previous monthly meter reading and the date and time of the test calibration in the current month when the error is observed and this correction shall be for the full value of the absolute error. For the purpose of determining the correction to be applied to any meter registering inaccurately, the meter shall be tested under conditions simulating 100, 50, 20 and 10 percent load at unity power factor and 0.5 power factor. Of these eight values, the error at the load and power factor nearest the average monthly load served at the Interconnection Point during the applicable period shall be taken as the error to be applied for correction.

4.7 If both the main and check meters fail to record or if any of the PT fuses are blown out, then the energy will be computed on a mutually agreeable basis for that period of defect.

4.8 The main and check meters shall be tested and calibrated once in a Financial year utilizing a Standard Meter. The Standard Meter shall be calibrated once in every year at the approved Laboratory by Government of India / Government of Andhra Pradesh, as per Terms and Conditions of supply.

4.9 All main and check meters tests shall be jointly conducted by the authorized representatives of both parties and the results and correction so arrived at mutually will be applicable and binding on both the parties.

4.10 On the Meter Reading Date of each month, meter readings shall be taken (and an acknowledgement thereof signed) by the authorized representatives of both parties.

4.11 Within six (6) months following the execution of this Agreement, the Wind Power Producer and the DISCOM shall mutually agree to technical and performance specifications (including, but not limited to, the metering configuration for the Project) concerning the design and operation of the facilities required to be installed by the Wind Power Producer in order for the Wind Power Producer to operate in parallel with the grid. Thereafter, any change in such specifications shall be subject to mutual agreement of the parties.

4.12 The Project shall be operated and maintained in accordance with good and generally accepted utility standards with respect to synchronizing, voltage, frequency and reactive power control.

4.13 Voltage regulation shall be such as to enable continued paralleling and synchronisation with the network voltage at the point of interconnection.


4.14 The equipment of the Wind Power Producer shall be designed for fluctuations in the frequency within limits of -5% and +3% of the standard frequency of 50 cycles per second.

4.15 The Wind power developer shall ensure that the power factor of the power delivered to the DISCOM is maintained as per the APERC/CEA/CERC norms from the time to time.

4.16 Any change in rupturing capacity of switch-gear, settings of the relays, etc., shall be subject to approval of the DISCOM.


4.17 As the Project's generator may carry fault currents that may occur on the grid, the Wind Power Producer shall provide adequate generator and switchgear protection against such faults. The DISCOM is not responsible for damage, if any, caused to the Project's generator and allied equipment during parallel operation of the generator with the grid.

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 Chairman

4.18 The Wind Power Producer shall make a good faith effort to operate the Project in such a manner as to avoid fluctuations and disturbances to the APTRANSCO's/ DISCOM's network due to parallel operation with the network.

4.19 The Wind Power Producer shall control and operate the Project as per Prudent Utility Practices. The DISCOM shall only be entitled to request the Wind Power Producer to reduce electric power and energy deliveries from the Project during a System Emergency, and then only to the extent that in the DISCOM's reasonable judgment such a reduction will alleviate the emergency. The DISCOM shall give the Wind Power Producer as much advance notice of such a reduction as is practicable under the circumstances and shall use all reasonable efforts to remedy the circumstance causing the reduction as soon as possible. Any reduction required of the Wind Power Producer hereunder shall be implemented in a manner consistent with safe operating procedures.

ARTICLE 5

BILLING AND PAYMENT

5.1 For Delivered Energy purchased, Wind Power Producer shall furnish a bill to the DISCOM calculated at the rate provided for in Article 2.2, in such form as may be mutually agreed between the DISCOM and the Wind Power Producer, for the billing month on or before the 5th working day following the Meter Reading Date.

5.2 The DISCOM shall be entitled to a rebate of 1% of the total amount billed in any billing month for payments made before the due date of payment. Any payment made beyond the due date of payment, DISCOM shall pay interest at existing SBI base rates plus one percent and in case this rate is reduced, such reduced rate is applicable from the date of reduction.

5.3 The DISCOM shall pay the bill on monthly basis as per Article 5.1.

5.4 Letter of Credit: Not later than 30 days prior to the Scheduled COD of the Generating Unit, DISCOM shall cause to be in effect an irrevocable revolving Letter of Credit issued in favour of Wind Power Developer for a minimum period of one year by a Scheduled Bank (the "Letter of Credit").  
a. However Letter of Credit shall not be invoked for any disputed bill amount.  
b. Further LC can be invoked only when DISCOMs fail to pay bill amount by due date of bill payment.

5.5 Direct payment: Wind developer shall submit bills for the energy delivered during the billing period as per the provision of this PPA and there upon DISCOMs shall make payment for the eligible bill amount by the due date of payment.

5.6 Billing disputes: The DISCOM shall pay the bills of Wind Power Producer promptly subject to the clauses 5.1 and 5.2 above.

The DISCOM shall notify Wind Power Producer in respect of any disallowed amount on account of any dispute as to all or any portion of the bill. Wind Power Producer shall immediately take up issue with all relevant information with DISCOM which shall be rectified by the DISCOM, if found satisfactory. Otherwise notify its (DISCOM's) rejection of the disputed claim within reasonable time with reasons therefor. The dispute may also be decided by mutual agreement. If the resolution of any dispute requires the DISCOM to reimburse Wind Power Producer, the amount to be reimbursed shall bear interest at SBI base rates plus one percent and in case this rate is reduced, such reduced rate is applicable from the date of reduction from the date of disallowance to the date of reimbursement.

5.7 All payments by the DISCOM to Wind Power Producer hereunder shall be made to such address as may be designated by Wind Power Producer to the DISCOM in writing from time to time.

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Address : M/s [\*]  
[address].

Telephone : [\*],  
Fax : [\*]  
Mobile N. : [\*]  
Email id : [\*]

### ARTICLE 6 UNDERTAKING

6.1 The Wind Power Producer shall be responsible:

- (i) for proper maintenance of the project in accordance with established prudent utility practices.
- (ii) for operation, maintenance, overhaul of the plant, equipment, works, switch yard and transmission lines and equipment up to the Interconnection Point of the project in close coordination with the DISCOM.
- (iii) the Wind Power Producer shall furnish the generation and maintenance schedules every year.
- (iv) for making all payments on account of any taxes, cess, duties or levies imposed by any Government or competent statutory authority on the land, equipment, material or works of the project or on the energy generated or consumed by the project or the Wind Power Producer or on the income or assets of the Wind Power Producer.
- (v) for obtaining necessary approvals, permits or licences for operation of the project and sale of energy to DISCOM there from under the provision of the relevant laws.
- (vi) the Wind Power Producer have to comply with the provisions of the AP Code of Technical Interface (Grid Code).
- (vii) for achieving Commercial Operation Date within two years from the date of signing of the Agreement.
- (viii) for seeking approval of APTRANSCO and DISCOM in respect of Interconnection Facilities, Pooling Substation and synchronization of the Project with grid.
- (ix) the Wind Power Producer shall not dismantle and take away project machinery and interconnection facilities during the PPA term.
- (x) after [\*] th year of the operation from Commercial Operation Date, if plant continues to operate, the DISCOM shall have the first right of refusal on power purchase from the Wind power plant. The tariff beyond [\*] th year shall be as mutually agreed by both the parties, subject to approval of APERC.
- (xi) the Clean Development Mechanism (CDM) benefits shall be shared in the ratio of 90:10 between Wind Power Producer and DISCOM.

6.2 The DISCOM agrees:

- (i) to make all reasonable efforts for making arrangements for evacuation of power from the project to be completed prior to the Commercial Operation Date of the Project subject to Article 3.
- (ii) for purchase of Delivered Energy from the project as per section 2.2.
- (iii) to co-ordinate with APTRANSCO and assist the Wind Power Producer in obtaining approval for the interconnection facilities where the interconnection is at 132 kV or above voltages, for synchronization, Commercial Operation, regular operation etc., as required by the Wind Power Producer.

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Director

Suzlon Energy Ltd.

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

## ARTICLE 7

## DURATION OF AGREEMENT

This Agreement shall be effective upon its execution and delivery thereof between parties hereto and shall continue in force from the Commercial Operation Date (COD) and until the [\*] th anniversary that is for a period of twenty five years from the Commercial Operation Date (COD). This Agreement may be renewed for such further period of time and on such terms and conditions as may be mutually agreed upon by the parties, 90 days prior to the expiry of the said period of twenty five years, subject to the consent of the APERC. Any and all incentives/conditions envisaged in the Articles of this Agreement are subject to modification from time to time as per the directions of APERC.

## ARTICLE 8

## NOTICES

8.1 Except as otherwise expressly provided in this Agreement, all notices or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered personally or sent by registered or certified mail, email or fax addressed as follows:

## If to the Wind Power Producer:

Attention : M/s [\*]  
[address].

Telephone : [\*],  
Fax : [\*]  
Mobile N. : [\*]  
Email id : [\*]

Attention : [insert designation]  
[name of the discom],  
[insert address]

Fax No. : [\*]  
Telephone No. : [\*]  
Email id : [\*]

8.2 All notices or communications given by email, fax shall be confirmed by depositing a copy of the same in the post office in an envelope properly addressed to the appropriate party for delivery by registered or certified mail. All notices shall be deemed delivered upon receipt, including notices given by email, fax regardless of the date the confirmation of such notice is received.

8.3 Any party may by written notice change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.

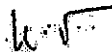
## ARTICLE 9

## DEFAULT

9.1 The Wind Power Producer shall achieve Commercial Operation Date within two years from the date of signing of the Agreement, default of which, the Agreement is liable for termination and the same can be done at the option of DISCOM with due notice.

<sup>Asst</sup>  
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Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

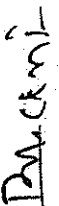
Suzlon Energy Ltd.  
  
Tulsir R. Tanti  
Chairman & Managing Director

For Axis Energy Ventures India Private Limited  
  
Chairman & Managing Director

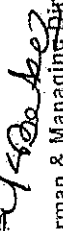
For AXIS ENERGY VENTURES INDIA PVT. LTD.

  
Director

Suzlon Energy Ltd.

  
Dr. V. Bapeshwar Rao  
Sr. Vice President

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

  
Vice Chairman & Managing Director

000145

9.2 In the event, DISCOM commits a breach of any of the terms of this Agreement, the Wind Power Producer 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 DISCOM.

9.3 In the event, Wind Power Producer commits a breach of any of the terms of this Agreement, the DISCOM 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 Wind Power Producer.

9.4 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 can claim damages at its option.

9.5 In the event of cancellation of the Project allotted to the Wind Power Producer by NREDCAP for any reason, the PPA with DISCOM will automatically get cancelled.

ARTICLE 10

DISPUTE RESOLUTION

10.1 Each Party shall designate in writing to the other party a representative who shall be authorized to resolve any dispute arising under this Agreement in an equitable manner.

10.2. Following notice by one Party to the other setting out the particulars of the dispute, if the designated representatives are unable to resolve a dispute under this Agreement within 15 days, such dispute shall be referred by such representatives to a senior officer designated by the Wind Power Producer and a senior officer designated by the DISCOM, respectively, who shall attempt to resolve the dispute within a further period of 15 days.

10.3. The Parties hereto agree to use their best efforts to attempt to resolve all disputes arising hereunder promptly, equitably and in good faith and further agree to provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any such dispute.

10.4 Failing resolution of the dispute in terms of the above provisions or even otherwise, any party may approach the AP Electricity Regulatory Commission to adjudicate upon the dispute in terms of Section 86 (1) (f) of Electricity Act, 2003.

ARTICLE 11


SPECIAL PROVISIONS

11.1 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.

11.2 No oral or written modification of this Agreement either before or after its execution shall be of any force or effect unless such modification is in writing and signed by the duly authorized representatives of the Wind Power Producer and the DISCOM, subject to the condition that any further modification of the Agreement shall be done only with the prior approval of Andhra Pradesh Electricity Regulatory Commission. However, the amendments to the Agreement as per the respective orders of APERC from time to time shall be carried out.

11.3 However, in respect of power evacuation, the voltage levels for interfacing with grid will be as per Article 1.20.

<sup>Asst</sup>  
AJAY JAIN, IAS.,  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

Suzlon Energy Ltd.  
  
Tuls R Tanti  
Chairman & Managing Director

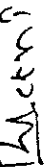
For Axis Energy Ventures India Private Limited  
  
Chairman & Managing Director

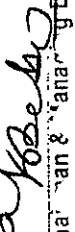
For AXIS ENERGY VENTURES INDIA PVT. LTD.

Suzlon Energy Ltd.

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

  
Director

  
Dr. V. Bapeshwar Rao  
Sr. Vice President

  
Chairman & Managing Director

11.4 The invalidity or unenforceability 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.

11.5 The failure of any party to insist in one or more instances upon the strict performance of any of the provisions of this Agreement or to take advantage of any of its 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.

11.6 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, subject to the consent of the APERC.

11.7 This Agreement, including Schedule 1, 2 & 3 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.

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

11.9 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.

11.10 In the event of the merger or re-organisation of DISCOM, if the resulting entity is able to perform DISCOM's obligations hereunder in no less a manner than DISCOM, the resulting entity shall take the right and responsibility for performance of DISCOM's obligations.

11.11 In the event of the merger or re-organisation of Wind Power Producer if the resulting entity is able to perform Wind Power Producer's obligations hereunder in no less a manner than Wind Power Producer, the resulting entity shall take the right and responsibility for performance of Wind Power Producer's obligations.

11.12 Assignment and Financing: Neither party shall assign this Agreement or any portion thereof to any third party without the prior written consent of the other party which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Wind Power Producer and the DISCOM have caused this Agreement to be executed as of the date and the year first set forth above.

For and behalf of  
[name of the discom]


WITNESS

1. By:

2. Its:

For and behalf of  
M/S. [name of the Project Company]

WITNESS

1.   
AJAY JAIN, IAS.,  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

By:  
Suzlon Energy Ltd.  
  
Tuls R Tanti  
Chairman & Managing Director

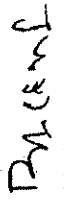
For Axis Energy Ventures India Private Limited  
  
Chairman & Managing Director

FOR AXIS ENERGY VENTURES INDIA PVT. LTD.

Suzlon Energy Ltd.

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

  
Director

  
Dr. V. Bapeshwar Rao  
Sr. Vice President

  
Vice Chairman & Managing Director

000147

2.

Its:

**SCHEDULE 1**

**Particulars of the Project  
(Referred to in the Preamble to the Agreement)**

Name of the Project	Location	No. of Wind Energy Converters	Capacity of the Project*
[Name of Project Company]	[•]	[•]	[•]

For AXIS ENERGY VENTURES INDIA PVT. LTD.

*[Signature]*  
Director

**SCHEDULE - 2**

(Copy of sanction proceedings from NREDCAP to the Company)

**SCHEDULE - 3**

(Copy of agreement entered into by the Company with NREDCAP)

Suzlon Energy Ltd.

*[Signature]*  
Sr. V. Bapeshwar Rao  
Sr. F. sid

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

*[Signature]*  
Vice Chairman & Managing Director

*As*  
AJAY JAIN, IAS.,  
Secretary to Government  
Energy, Infrastructure & Investment Dept.  
A.P. Secretariat, Hyderabad - 500 022.

Suzlon Energy Ltd.  
*[Signature]*  
Tulsi R Tanti  
Chairman & Managing Director

For Axis Energy Ventures India Private Limited  
*[Signature]*  
Chairman & Managing Director

## ANNEXURE 5

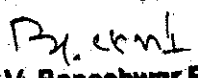
## Implementation Schedule – Renewable Energy Project

Year	Wind Power Projects (MW)	Wind, Solar and Hybrid Projects (MW)
2016-17	600	---
2017-18	600	200
2018-19	600	200
2019-20	600	300
2020-21	600	300
<b>Total Capacity (MW)</b>	<b>3000</b>	<b>1000</b>

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

  
Vice Chairman & Managing Director

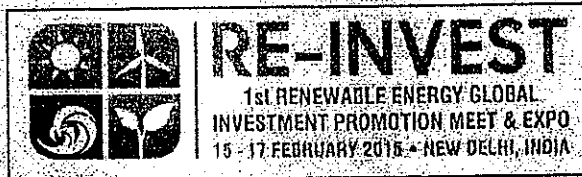
**Suzlon Energy Ltd.**

  
**Dr. V. Bapeshwar Rao**  
Sr. Vice President

For AXIS ENERGY VENTURES INDIA PVT. LTD.

  
Director





### Memorandum of Understanding

This Memorandum of Understanding is entered on 15th day of February, 2015 at New Delhi on the occasion of First Renewable Energy Global Investors Meet (Re-Invest) 2015

#### Between

M/s Suzlon Energy Ltd, a Company incorporated under the Companies Act, 1956 having its Office at Pune

#### And

### The Government of Andhra Pradesh

M/s Suzlon Energy Ltd wishes to establish 430 MW Capacity of Wind Power Project in Andhra Pradesh during the five year period of 2015-19 and 860 (Nos) employment will be created directly/indirectly.

Government of Andhra Pradesh would facilitate M/s Suzlon Energy Ltd to obtain necessary Permissions / Registration / Approvals / Clearances etc., from the concerned departments of the state, as per the existing policies / rules and regulations of the State Government.

This Memorandum of Understanding is made to facilitate M/s Suzlon Energy Ltd for establishment of the aforesaid Project (s) in Andhra Pradesh in a time bound manner.

For and on behalf of  
**Government of Andhra Pradesh**

*(Signature)*  
(VC & Managing Director)  
NREDCAP

For and on behalf of  
**M/s Suzlon Energy Ltd,**

*(Signature)*  
(Authorised Signatory)

For New & Renewable Energy Development  
Corporation of Andhra Pradesh

*(Signature)*  
Vice Chairman & Managing Director

*(Signature)*  
**Secretary, Energy, I & I Dept., Govt. of AP**  
& Chairman, **Suzlon Energy Ltd.**

For AXIS ENERGY VENTURES IN

*(Signature)*  
**Sr. Vice President**



తెలంగాణ తేలంగానా TELANGANA

Sl.No. 19856 Date 30-09-2016, Rs:100/-  
 Name: CH.KARUNAKAR, S/O. LATE RAMJI U, R/O.HYD.  
 FOR WHOM: AXIS ENERGY VENTURES INDIA PVT. LTD.

*[Signature]* F 112154  
**KONDA KAVITHA**  
 Licenced Stamp Vendor  
 SVI. No: 16-04-06/2016  
 H.No. 8-2-460/64, Road No.4  
 Sukdev Nagar, Banjara Hills, Hyderabad

**PROJECT IMPLEMENTATION AGREEMENT**

THIS AGREEMENT ("Agreement") is executed on the 03<sup>rd</sup> day of the month of October, 2016 between:

**ANDHRA PRADESH SOUTHERN POWER DISTRIBUTION COMPANY LIMITED**, a company duly incorporated under the Companies Act 1956, having its registered office at D.No:19-13-65/A, Srinivasapuram, Tiruchanoor Road, Tirupati - 517503, Chittoor District, Andhra Pradesh, India represented by its authorised signatory, The Chief General Manager/P&MM&IPC (hereinafter referred to as "APSPDCL", which term shall mean and include its successors in interest, group companies, associates and assigns);

AND

**ANDHRA PRADESH EASTERN POWER DISTRIBUTION COMPANY LIMITED**, a company duly incorporated under the Companies Act 1956, having its registered office at P&T Colony, Seethammadhara, Visakhapatnam-530 013, India represented by its authorised signatory, The Chief General Manager/Plg, PP & RA, (hereinafter referred to as "APEPDCL", which term shall mean and include its successors in interest, group companies, associates and assigns);

AND

*[Signature]* 29/10/2016  
**CHIEF GENERAL MANAGER**  
**P&M&IPC**  
**APSPDCL :: TIRUPATI**

*[Signature]*  
**B.V. Shanthi Lakshmi**  
**EXECUTIVE DIRECTOR**  
**HRD & Planning**  
**APTRANSCO, Vidyut Soudha,**  
**HYDERABAD - 500 062.**

For Axis Energy Ventures India Pvt. Ltd.

*[Signature]*  
**CHIEF GENERAL MANAGER**  
**Planning, Power Purchase & RA**  
**A.P.E.P.D.C. Ltd.**



**TRANSMISSION CORPORATION OF ANDHRA PRADESH LIMITED**, a company duly incorporated under the Companies Act 1956, having its Corporate Office at Vidyut Soudha, Khairatabad, Hyderabad-500082, India represented by its authorised signatory, Executive Director/HRD & Planning, (hereinafter referred to as "APTRANSCO", which term shall mean and include its successors in interest, group companies, associates and assigns);

AND

**SUZLON ENERGY LIMITED**, a company duly incorporated under the Companies Act 1956, having its registered office at 5 Shrimali Society, Near Shri Krishna Complex, Navrangpura, Ahmedabad - 380009, Gujarat, India and its Corporate Office at "One Earth" Building, Hadapsar, Pune-411028, Maharashtra, India represented by its authorised signatory Dr. Vinnakota Bapeshwar Rao, President, (hereinafter referred to as "Suzlon", which term shall mean and include its successors in interest, group companies, associates and assigns);

Suzlon along with its associates is engaged in the business of manufacturing wind turbine generators and developing wind and solar power projects through engineering, procurement and supply model for various independent power producers.

AND

**AXIS ENERGY VENTURES INDIA PRIVATE LIMITED**, a company duly incorporated under the Companies Act 1956, having its registered office at 2nd Floor, Plot no.3, House No. 6-3-680/8/3, PMR Plaza, Thakur Mansion Lane, Somajiguda, Hyderabad - 500082, represented by its authorised signatory Mr. K. Ravi Kumar Reddy, Chairman and Managing Director (hereinafter referred to as "Axis" which term shall mean and include its successors in interest, group companies, associates and assigns),

Axis, is one of the largest independent power producers in India with primary focus in development and operations of Renewable Energy Projects

APSPDCL, APEPDCL are hereinafter to be jointly referred to as "First Party". APTRANSCO to be referred to as "Second Party" and Suzlon and Axis are hereinafter jointly referred to as "Third Party". "First Party", "Second Party" and "Third Party" shall be referred to collectively as Parties.

WHEREAS:

- A. Suzlon and Axis envisaged developing jointly the Renewable Energy Projects (as defined hereinafter) in the state of Andhra Pradesh and accordingly on September 03, 2015 a proposal was submitted to GoAP for development of 4000 MW of Renewable Energy Projects in the state of Andhra Pradesh along with manufacturing facilities. GoAP has issued government order G.O.Ms No. 15 dated November 27, 2015 ("GO") in this regard (attached herewith as Annexure 1).

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

*[Signature]*  
EXECUTIVE DIRECTOR  
HRD & Planning  
APTRANSCO, Vidyut Soudha,  
HYDERABAD - 500 082.

For Axis Energy Ventures India Pvt. Ltd.

*[Signature]*  
Chairman & Managing Director

*[Signature]*  
CHIEF GENERAL MANAGER  
Planning, Power Purchase & RA  
A.P.E.P.D.C. Ltd.  
VISAKHAPATNAM - 13



- B. The Third Party in pursuance of said GO, have executed Memorandum of Understanding dated December 04, 2015 ("MoU") with GoAP, attached herewith as Annexure 2. As per the MoU, Suzlon and Axis have agreed to jointly participate in developing the Renewable Energy Projects (comprising of wind power projects (3000 MW) and wind-solar hybrid power projects (1000 MW) projects) for an aggregate capacity of about 4000 MW ("Renewable Energy Projects") and Suzlon shall additionally develop facilities for manufacturing blade, tower, nacelle/generator at multiple locations such as Anathapuram and Nellore districts or such other districts identified subsequently ("Manufacturing Facilities").
- C. In terms of the MoU, the GoAP and the Third Party executed the Project Implementation Agreement dated January 11, 2016 ("PIA") (attached herewith as Annexure 3) incorporating the terms and conditions for implementation of Renewable Energy Projects.
- D. Further, In terms of the PIA, the NREDCAP and the Third Party executed the Project Agreement dated February 3, 2016 ("Project Agreement") (attached herewith as Annexure 4) incorporating the terms and conditions for implementation of Renewable Energy Projects in a time bound manner in coordination with APTRANSCO and APDISCOMs.
- E. Further Vide Letter dated March 28, 2016 (attached herewith as Annexure 5), Principal Secretary to the Government of Andhra Pradesh, (Energy, I&I and CRDA) directed APSPDCL and APEPDCL to take necessary further action to sign Power Purchase Agreements in respect of 4000MW of Renewable energy projects (in the format approved by APERC) from time to time and purchase the entire capacity of power generated from the Renewable Energy Projects based on the tariff determined by the APERC.
- F. And also by Letter dated March 28, 2016 (attached herewith as Annexure 6) Principal Secretary to the Government of Andhra Pradesh, (Energy, I&I and CRDA) directed APTRANSCO to take necessary action to create required transmission infrastructure for evacuation of power generated from Renewable Energy Projects on priority basis.
- G. Further to the letter attached as Annexure 5, APSPDCL has written a letter dated 30.05.2016 to APERC requesting to permit for entering into advance PPAs with the Third Party. Subsequently Principal Secretary to GoAP, Energy, I & I Department, vide letter dated 11.08.2016 has directed APTRANSCO and APDISCOMs to take necessary approvals from APERC by submitting long term forecast plan, resource plan and power procurement plan before entering into the PPAs. In response to above APERC communicated vide letter dated 02.09.2016 to The CGM (P&MM&IPC), APSPDCL Tirupathi that "APPCC, APTRANSCO and APDISCOMS are at liberty to consider and determine the response to the issues involved and the matter in which they decide to proceed further in accordance with law. While doing so, the contents of the letter from The Principal Secretary to GoAP, Energy, I & I Department, addressed to CMD/APTRANSCO and CMDs/APDISCOMS dated 11.08.2016 may also be kept in view". All the above letters (3 No.s) are attached here with as Annexure 7.
- H. The Coordination Committee meeting was held on 27.07.2016 at Vijayawada (Minutes of Meeting attached herewith as Annexure 8), wherein the Committee directed APTRANSCO for creation of Power Evacuation facilities for the above said Renewable Energy Projects.

NOW THEREFORE, PARTIES HEREIN HAVE AGREED TO THE FOLLOWING.

1. INTERPRETATIONS

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

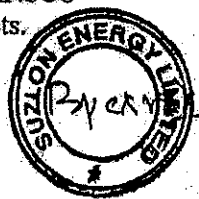
The nomenclature of this Agreement, heading and paragraph numbers are only for the convenience of reference.

CHIEF GENERAL MANAGER  
Planning, Power Purchase & RA  
A.P.E.P.D.C. Ltd.  
VISAKHAPATNAM - 13

EXECUTIVE DIRECTOR  
HRD & Planning  
APTRANSCO, Vidyut Soudha,  
HYDERABAD - 500 082.

For Axis Energy Ventures India Pvt. Ltd.

Chairman & Managing Director



- 1.2 Reference to persons and words denoting natural persons shall include bodies, corporate, partnerships, joint ventures, statutory and other authorities and entities.
- 1.3 Reference to any enactment, ordinance or regulation or any provision thereof shall include any amendment thereof or any replacement in whole or in part.
- 1.4 Reference to Recitals, Clauses, or Sub-Clauses shall unless the context otherwise requires, be deemed to include the Recitals, Clause or Sub-Clauses of this Agreement.
- 1.5 The words importing singulars shall include plurals and vice-versa as the case may be.
- 1.6 Terms beginning with capital letters and defined as per this Agreement shall have the same meaning ascribed thereto.
- 1.7 Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference, to that agreement, deed, instrument, license or other document as amended varied, supplemented, modified or suspended at the time of such reference provided that this Clause shall not operate so as to increase liability or obligations of any Party hereunder or pursuant hereto in any manner whatsoever.
- 1.8 Any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or report required under or pursuant to this Agreement from or by any party shall be valid and effectual only if it is in writing and under the hands of duly authorized representative of such party in this behalf and not otherwise.
- 1.9 Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days' or dates.
- 1.10 The words / expressions used in this Agreement shall bear the same meaning as assigned to them in the context in which these have been used in this Agreement.


## 2. DEFINITIONS

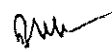
- 2.1 In this Agreement, the various terms shall have the following meanings, except where the context otherwise requires, definitions and other terms expressed in the singular shall also include the plural and vice versa, namely:-

"Arbitration Act" means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof as in force from time to time;

"Dispute" shall have the meaning as specified in Clause 7;


"Effective Date" shall mean the date of signing of this Agreement;

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

  
EXECUTIVE DIRECTOR  
HRD & Planning  
APTRANSCO, Vidyut Soudha,  
HYDERABAD - 500 082.

For Axis Energy Ventures India Pvt. Ltd.

  
Chairman & Managing Director

  
CHIEF GENERAL MANAGER  
Planning, Power Purchase & RA  
A.P.E.P.D.C. Ltd.  
VISAKHAPATNAM - 13



"Force Majeure" shall have the meaning as ascribed thereto in Clause 5;

"GoAP" shall mean the state government of the Andhra Pradesh;  
 "GoP" shall mean Government of India;

"Individual Project" shall mean each renewable energy project set up as part of the Renewable Energy Projects based on allotment issued by NREDCAP to M/s. Suzlon Energy Limited and/or M/s. Axis Energy Ventures India Limited;

"Interconnection Facilities" shall have the meaning ascribed in the APERC approved PPA format from time to time.

"Interconnection Point" means the point or points where the Project and the APDISCOM(s) (APSPDCL/APEPDCL)/APTRANSCO grid system are interconnected. For the Renewable Energy Projects, interconnection point is at the EHV side of the pooling substation. The metering for the Project will be provided at the interconnection point as per the directions given by APERC from time to time.

"Project Implementation Agreement" means this Agreement together with the Schedules attached herein and any amendments made thereto in accordance with the provisions herein contained;

"Power Evacuation Facilities" means the facilities to be created for evacuation of the power from the Renewable Energy Projects in line with APERC guidelines from time to time.

"Power Purchase Agreement" shall mean a contractual agreement to be signed with APDISCOM(s), for sale of power generated from the Renewable Energy as may be approved by APERC from time to time.

"Renewable Energy Projects" shall mean that the Renewable Energy Projects (comprising of wind power projects (3000 MW) and wind-solar hybrid power projects (1000 MW) projects) for an aggregate capacity of about 4000 MW as to be executed by the Third Party in accordance with the PIA.

### CLAUSE 3

#### TERMS OF THE AGREEMENT

##### 3.1 Effectiveness

This Agreement shall come into force from the Effective Date.

##### 3.2 Term of the Agreement

This Agreement shall remain in force for a period of 7 (Seven) years from the Effective Date, and will remain in force till the execution of the entire PPAs and Power Evacuation facilities for an aggregate capacity of 4000MW (Wind - 3000MW and Wind - Solar Hybrid - 1000MW) of the Renewable Energy Projects.

*AM*  
 EXECUTIVE DIRECTOR For Axis Energy Ventures India Pvt. Ltd.  
 HRD & Planning  
 APTRANSCO, Vidyut Soudha,  
 HYDERABAD - 500 082.

Chairman & Managing Director

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

*NP*  
 CHIEF GENERAL MANAGER  
 Planning, Power Purchase & RA  
 A.P.E.P.D.C. Ltd.  
 VISAKHAPATNAM - 13



**3.3 APSPDCL and APEPDCL:**

APSPDCL and APEPDCL agree that the principal objective of this Agreement is to record the intent of the Parties to execute Power Purchase Agreements as approved by APERC from time to time and also to extend the necessary support for timely completion of the Renewable Energy Projects and therefore agrees to provide the support to the Third Party as set out in this Agreement.

**3.4 APTRANSCO agree that the principal objective of this Agreement is to record the intent of the Parties to extend necessary support for timely completion of the Renewable Energy Projects and therefore agrees to provide the support to the Third Party as set out in this Agreement.**

**CLAUSE 4**

**EXECUTION OF POWER PURCHASE AGREEMENT**

**4.1** First Party agrees to execute Power Purchase Agreements with the Third Party in the format attached as Annexure 9 and as may be approved by APERC, and purchase the entire capacity of the power generated from the Renewable Energy Projects at tariff determined by the Andhra Pradesh Electricity Regulatory Commission in accordance with Section 61, Section 62, Section 86 of Electricity Act, 2003 and any regulations made there under. The terms of the PPA will be as approved by commission from time to time.

Provided that finalization of capacity for entering into PPA by First Party with Third Party from time to time shall be based on the NREDCAP prioritization, duly considering the balance targeted RPPO and the Policies of GoAP, and the project capacity as per the Annexure-10.

**4.2** The Second Party hereby confirm and agrees to evacuate power produced from the Renewable Energy Projects. The power generated from the Renewable Energy Projects shall be provided with adequate power evacuation facilities by the Second Party for evacuation of power from the Interconnection Point of Renewable Energy projects as per the procedure in vogue and in compliance of APERC orders.

**4.3** Out of the said 4000 MW of Renewable Energy Projects, 2800 MW will be evacuated through existing grid infrastructure and/or green energy corridor which is created/to be created by Second Party for evacuating Wind/Solar power projects and for remaining 1200 MW of Renewable Energy Projects power evacuation infrastructure will be taken up by the Third Party through PPP model on behalf of the Second Party. The Second Party will constitute a committee along with the Third party and work out the modalities and guidelines for finalization of PPP model.

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

*[Signature]*  
**EXECUTIVE DIRECTOR**  
 HRD & Planning  
 APTRANSCO, Vidyut Soudha,  
 HYDERABAD - 500 082.

*[Signature]*  
**For Axis Energy Ventures India Pvt. Ltd.**

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

*[Signature]*  
**CHIEF GENERAL MANAGER**  
 Planning, Power Purchase & RA  
 A.P.E.P.D.C. Ltd.  
 VISAKHAPATNAM - 13



**CLAUSE 5****FORCE MAJEURE**

- 5.1 Force Majeure shall mean any event or circumstance or combination of events or circumstances that wholly or partly prevent or unavoidably delay the Party claiming Force Majeure (hereinafter referred to as the "Affected Party") in the performance of its obligations under this Agreement and which act or event:
- 5.1.1 is beyond the reasonable control of and not arising out of the fault of the Affected Party;
- 5.1.2 the Affected Party has been unable to prevent by the exercise of due diligence and reasonable efforts, skill and care, including through expenditure of reasonable sums of money; and
- 5.1.3 has a materially adverse effect on the Renewable Energy Projects.

Such events include any acts of GoAP/APDISCOMS/APTRANSCO either in its sovereign or its contractual capacity, war, civil war, insurrection, riots, revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes, radioactivity and earthquakes.

- 5.2 Upon the occurrence of any Force Majeure Event:
- 5.2.1 The date for achieving the specific obligations shall be extended by the period for which such Force Majeure event subsists and the Term shall be proportionately extended; and
- 5.2.2 The Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs arising out of any Force Majeure Event.

**CLAUSE 6****GOVERNING LAW**

- 6.1 The rights and obligations of the Parties under or pursuant to this Agreement shall be governed by and construed according to the applicable laws. This Agreement shall be subject to the jurisdiction of the competent courts at capital city of Andhra Pradesh.

**CLAUSE 7****RESOLUTION OF DISPUTES**

- 7.1 Good Faith Negotiations

All disputes, disagreement or difference between the Parties (each a "Dispute"), arising out of or in relation to the construction or operation of the Renewable Energy Projects, shall be resolved through the following dispute resolution procedure:

- 7.1.1 Either Party shall give to the other a written notice setting out the material particulars of Disputes and requiring an authorized Senior Executive Officer each from the APTRANSCO/APDISCOMS and Suzlon/Axis, to meet in person at the capital city of Andhra Pradesh or at any other mutually agreed place within 20 (twenty) working days of the date of receipt of such notice by the relevant party to attempt negotiation in good faith and using their best endeavours at all times to resolve the Disputes.

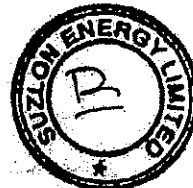
For Axis Energy Ventures India Pvt. Ltd.

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

EXECUTIVE DIRECTOR  
HRD & Planning  
APTRANSCO, Vidyut Soudha,  
HYDERABAD - 500 082.

Chairman & Managing Director

CHIEF GENERAL MANAGER  
Planning, Power Purchase & RA  
A.P.E.P.D.C. Ltd.  
VISAKHAPATNAM - 13






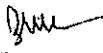
- 7.1.2 If the Dispute is not resolved as evidenced by the terms of the settlement being reduced to writing and signed by the Senior Executive Officers of both the Parties within 30 (thirty) working days after the date of receipt of the Notice described in Clause 7.1.1. then the parties may resolve the same in accordance with Clause 7.1.3.
- 7.1.3 If the Dispute is not resolved at the meeting of the Senior Executive Officers of both the Parties, the Chairman and Managing Director, APTRANSCO/APDISCOMs and the Chairman of Suzlon/ Axis shall meet at the capital city of Andhra Pradesh or any other mutually agreed place within 30 (thirty) working days after the expiry of the period as mentioned in Clause 7.1.2, to attempt negotiations in good faith and using their best endeavours at all times to resolve the dispute within a further period of 30 (thirty) days and if the Dispute is still not resolved as evidenced by the terms of the settlement being reduced to writing and signed by the authorised representatives of both the Parties, the provisions of the Clause 7.2 or 7.3 shall apply, unless the said period is mutually extended.
- 7.2 Any Disputes not resolved between the Parties in accordance with Clause 7.1, and if that dispute is falling under the purview of the APERC jurisdiction then same will be referred to the APERC for adjudication.
- 7.3 All other Disputes which do not come under the jurisdiction of APERC and could not be resolved between the Parties in accordance with Clause 7.1, shall be settled by way of arbitration in accordance with the provision of Arbitration and Conciliation Act, 1996 including any statutory modification or variation thereof, by reference to an arbitrator panel of 3 (three) arbitrators, one to be appointed by the First Party or the Second Party, one to be appointed by Third Party and the third to be appointed by the two arbitrators so appointed, who shall act as Chairperson of the Arbitral Tribunal. All the expenses of the arbitration shall be borne and paid by the Parties to the dispute in equal proportion. The arbitrators shall give a speaking Award.
- 7.4 The Award rendered in any arbitration commenced hereunder shall be final and binding.
- 7.5 The arbitration proceedings shall take place at capital city of Andhra Pradesh only and the Courts of the state of Andhra Pradesh alone have jurisdiction to this purpose.
- 7.6 The right to arbitrate disputes under this Agreement shall survive the expiry of term or the Termination of this Agreement.

### CLAUSE 8

#### AMENDMENTS

- 8.1 No amendments or waiver of any provision of this Agreement and no consent to any departure by either party here form, shall in any event be effective unless the same shall be writing and signed by each of the Parties.

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

  
**EXECUTIVE DIRECTOR**  
 HRD & Planning  
 APTRANSCO, Vidyut Soudha,  
 HYDERABAD - 500 082.

For Axis Energy Ventures India Pvt. Ltd.

  
**Chairman & Managing Director**

**CHIEF GENERAL MANAGER**  
 Planning, Power Purchase & RA  
 A.P.E.P.D.C. Ltd.  
 VISAKHAPATNAM - 13



**CLAUSE 9**

**COMMUNICATION**

9.1 Any communication/notice by one Party to the other under this Agreement shall be deemed to be served if sent by cable, fax or E-mail followed by a confirmation letter delivered by hand or by registered mail to the respective addresses.

9.2 Communication should be addressed as below:

**For First Party**

**APSPDCL**

The Chief General Manager/P&MM&IPC,  
Andhra Pradesh Southern Power Distribution Company Limited  
D.No:19-13-65/A, Srinivasapuram, Tiruchanoor Road,  
Tirupathi-517503, Chittoor District, Andhra Pradesh.

**APEPDCL**

The Chief General Manager/Plg, PP & RA,  
Andhra Pradesh Eastern Power Distribution Company Limited  
P & T Colony, Seethammadhara, Vishakapatnam-530 013, Andhra Pradesh.

**For Second Party**

**APTRANSCO**

The Executive Director/ HRD & Plg.,  
Transmission Corporation of Andhra Pradesh Limited  
Vidyuth Soudha, Khairathabad, Hyderabad-500082.

**For Third Party**

**Suzlon**

The Chairman and Managing Director,  
Suzlon Energy Limited,  
One Earth<sup>TM</sup> Building, Hadapsar,  
Pune-411028, Maharashtra, India  
Tel. No.: +91-20-67022000/61356135/67202500  
Fax No.: +91-20-67022100/67022200  
Email id: [cmd@suzlon.com](mailto:cmd@suzlon.com)

**Axis**

The Chairman and Managing Director,  
Axis Energy Ventures India Private Limited,  
2nd Floor, Plot no.3, House No. 6-3-680/8/3, PMR Plaza,  
Thakur Mansion Lane, Somajiguda, Hyderabad – 500 082.  
Tel No.: +91 040 23412312/23412313  
Fax No.: +91 040 23412314  
Email id: [ravi@axisenergy.in](mailto:ravi@axisenergy.in)

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

*[Signature]*  
EXECUTIVE DIRECTOR  
HRD & Planning  
APTRANSCO, Vidyut Soudha,  
HYDERABAD - 500 022.

For Axis Energy Ventures India Pvt. Ltd.

*[Signature]*  
Chairman & Managing Director

*[Signature]*  
CHIEF GENERAL MANAGER  
Planning, Power Purchase & RA  
A.P.E.P.D.C. Ltd.  
VISAKHAPATNAM - 13



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CLAUSE 10

MISCELLANEOUS

10.1 Relationship of the Parties

This agreement shall not be interpreted or construed or create an association, joint venture or partnership between the Parties or to impose any partnership obligation or right upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party.

10.2 Third Parties

This agreement is intended solely for the benefit of the Parties hereto. Nothing in this agreement shall be construed to create any duty, to standard of care with reference to, or any liability to, any person not a party to this Agreement.


10.3 Severability


If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality 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 one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under the Agreement or otherwise.

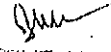
10.4 Survival

The termination or expiry of this Agreement shall not affect the accrued rights, obligations and liabilities of either party under this agreement, nor shall it affect any continuing obligations, which this Agreement provides, whether expressly or by necessary implication.

IN WITNESS, the Parties hereto have executed and delivered this Agreement at on the date first written above.


<b>CHIEF GENERAL MANAGER</b> <b>P&amp;MM&amp;IPC</b> <b>APSPDCL :: TIRUPATI</b>	For and on behalf of APSPDCL  The Chief General Manager/P&MM&IPC
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CHIEF GENERAL MANAGER  
P & MM & IPC  
APSPDCL :: TIRUPATI

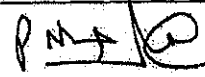
  
EXECUTIVE DIRECTOR  
HRD & Planning  
APTRANSCO, Vidyut Soudha,  
HYDERABAD - 500 082.

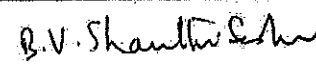
For Axis Energy Ventures India Pvt. Ltd.

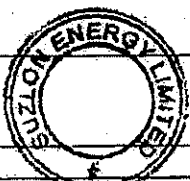
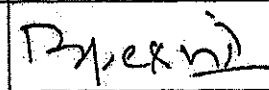
  
Chairman & Managing Director

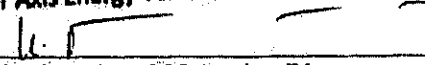
  
CHIEF GENERAL MANAGER  
Planning, Power Purchase & RA  
A.P.E.P.D.C. Ltd.  
VISA KHAPATNAM - 12



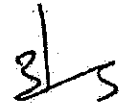

<b>CHIEF GENERAL MANAGER</b> Planning, Power Purchase & RA A.P.E.P.D.C. Ltd. VISA KHAPATNAM - 13	For and on behalf of APEPDCL  The Chief General Manager/Plg, PP & RA
---	--

<b>EXECUTIVE DIRECTOR</b> HRD & Planning APTRANSCO, Vidyut Soudha, HYDERABAD - 500 082.	For and on behalf of APTRANSCO  Executive Director/HRD & Plng.
--	--

	For and on behalf of SUZLON ENERGY LIMITED  PRESIDENT
--	---

	For and on behalf of AXIS ENERGY VENTURES INDIA PRIVATE LIMITED For Axis Energy Ventures India Pvt. Ltd.  The Chairman and Managing Director Chairman & Managing Director
--	---

Witness:

- 1.   
(Bheemanna)
- 2.  Jaya Prakash. F.  
JAYA PRAKASH. F.,  
Suzlon Energy Ltd.,  
Hyderabad.



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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)

(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/ Axis/503/2016

Dt.30.05.2016

PROCEEDINGS

Sub:-Wind Power Project in private sector – Sanction of 2290.30 MW Wind farm Allotment in Ananthapuram district – Reg

Ref:-1. Your proposals dated. 20.04.2016

2. Govt Lr.No. 479/POWER.II.2/2016, dt. 11.05.2016 from the Prl. Secretary to Govt., Energy I &amp; I Dept. GOAP, Hyderabad

3. G.O. Ms.No.9, Dt. 13.02.2015 of Energy I &amp; I (PR.II) Dept, GOAP

4. This office Lr.No. NREDCAP/WE/Axis/503/2016, Dt.24.05.2016

5. Lr.No. AEVIPL/157/2016-17, dt. 25.05.2016 of M/s Axis Energy Ventures India (P) Ltd

&amp;&amp;&amp;

In the reference 1<sup>st</sup> cited, of M/s Axis Energy Ventures India Pvt. Ltd, have applied to NREDCAP for allotment of 2290.30 MW capacity wind power project at different locations of Ananthapuram district, for generation of electric power on commercial basis.

In the reference 2<sup>nd</sup> cited, the Govt. has accorded approval for sanction of 2290.30 MW capacity wind power project to M/s Axis Energy Ventures India Pvt. Ltd.

In the reference 4<sup>th</sup> cited, Provisional Allotment Letter was issued stipulating the terms and conditions for issue of Sanction Letter and for execution of the Agreement. M/s Axis Energy Ventures India Pvt. Ltd vide its letter 5<sup>th</sup> cited, has informed that they will pay application fee, sanction fee etc., after commissioning of each project as per the provisions of Project Implementation Agreement (PIA) and Project Agreement.

Based on the approval of the Government, and having considered the request of M/s Axis Energy Ventures India Pvt. Ltd, the allotment of 2290.30 MW capacity wind power project capacity at the following locations, Ananthapuram District for generation of power on Commercial basis is accorded subject to the following conditions:

Sl. No.	Location/Site	District	Capacity (In MW)
01	Amidyala West	Ananthapuramu	210.00
02	MPR Dam/Kuderu	-do-	106.00
03	Beluguppa	-do-	100.80
04	Govindavada	-do-	310.80
05	Kanekallu	-do-	399.00
06	Vidapanakallu	-do-	399.00
07	Erragunta	-do-	199.50
08	Borampalle East/ Nuthimadugu	-do-	367.80
09	Kadiridevarapalli	-do-	197.40
	Total		2290.30

1. The allotment of the land and lease of the land shall be subject to Govt. orders issued in this regard.
2. The wind power project shall be established in the specified area as indicated in the proposal.
3. The wind power project allotted now is as per the Wind power policy announced by the Govt. of A.P. vide G.O Ms No.9, Energy Infrastructure & Investment (PR-II) Department, dated 13-02-2015.
4. In case of private lands, the company shall make its own arrangements for procurement of land, subject to approval of the area of operation by NREDCAP.
5. The Company shall install wind turbines, so as not to affect the performance of the other wind turbines and maintain safety standards in consultation with NREDCAP.
6. The company may explore the possibility of installing higher capacity Wind Electric Generators to achieve higher plant load factor.
7. The company shall install the Wind Electric Generators under the project, which are having the approval of National Institute of Wind Energy (Formerly C-WET)
8. No second hand or used wind turbines, imported from abroad or procured locally shall be installed.
9. If there is any change in the proposal submitted along-with the application, the same shall be brought to the notice of NREDCAP and approval shall be obtained for such changes.
10. The wind farm developer should ensure that the wind mill generate grid quality power with power factor not less than 0.85 and should draw minimum reactive power

11. The company can sell the projects/ sub-projects to promoters with prior approval of NREDCAP/ Government of Andhra Pradesh, duly complying with the payment of fee and other requirements if any.
12. The Company shall abide by the regulations of the Andhra Pradesh Electricity Regulatory Commission (APERC). The proceedings issued by APERC from time to time shall be followed.
13. The company shall enter into Power Purchase Agreement or Open access agreement or Wheeling agreement with DISCOMs as per the policy of the Govt. In this regard from time to time.
14. The company shall pay the application fee of Rs.25000/- Plus Service Tax per MW, Rs.1.50 Lakh plus service tax per Megawatt as sanction fee and any other fee payable as per the Govt. Orders/Statutory requirement, on commissioning of wind power project capacity wise in phased manner.
15. The company shall obtain all clearances necessary for installation of wind electric Generators in accordance with statutory provisions, guidelines issued by the Government of India and the Government of Andhra Pradesh from time to time.
16. The company shall complete the financial closure within a period of six months from the date of signing of the Agreement or before such extensions as may be accepted and granted by the NREDCAP on request by the company on account of delays in obtaining all necessary consents, licenses, authorizations and clearances required from the Government of Andhra Pradesh and Government of India.
17. The company shall execute the work as per terms of the allotment letter and complete within 12 months from the date of achieving the financial closure. In case, the company fails to execute the work within the stipulated time, NREDCAP will recommend to Govt. for the resumption of land and the project allotment will be cancelled.
18. At the time of land allotment, the company shall give a schedule of execution of the project. The project must be commissioned as per the time lines prescribed in the PIA and Project Agreement. Bank Guarantee provided for Rs.200.00 Crores by M/s Suzlon Energy Ltd towards performance guarantee as per the provisions of PIA and Project Agreement shall be considered for levying of penalties imposed, if any due to delay in execution of project capacities. On proportionate basis.



19. If the company fails to complete the project as per agreed schedule, the penalties will be imposed as per the terms of the agreement and if the project is not commissioned as per the schedule, all permissions including the allotment of land would stand automatically cancelled and the bank guarantee given by the company will be encashed.
20. The company shall 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.
21. The company shall permit the officers of the New and Renewable Energy Development Corporation of A.P. Ltd / Government of Andhra Pradesh / Government of India for inspection/verification.
22. The company shall prepare an action plan in detail for completion of wind power project allotted and communicate the action plan for each item of work within 3 months from the date of signing of agreement. The company shall submit quarterly progress reports for each quarter ending March, June, September and December. The progress will be reviewed by NREDCAP, based on quarterly report regularly. Based on progress of works against set mile stones, NREDCAP may consider for reduction of Bank guarantee and accordingly to release the proportionate bank guarantee.

The receipt of the letter may be acknowledged.

*atbabel*  
2015  
V.C & MANAGING DIRECTOR

↳ To

M/s Axis Energy Ventures India Pvt. Ltd,  
PMR Plaza, Plot No. 3, H. No. 6-3-680/8/3, 2<sup>nd</sup> floor,  
Thakur Mansion Lane, Somajiguda,  
**HYDERABAD-500 082.**

CC to M/s Suzlon Energy Ltd, "One Earth Bulding, Hadapsar, Pune-411028  
Copy to Chairman and Managing Director, APEPDCL, Visakhapatnam  
Copy to Chairman and Managing Director, APSPDCL, Tirupati.  
Copy to Executive Director, Planning, RAC & Reforms, Transmission Corporation of Andhra Pradesh Ltd (AP TRANSCO), Vidyut Soudha, Hyderabad  
Copy to the Chief Engineer, IPC, AP Power Coordination Committee, AP TRANSCO, Hyderabad.  
Copy to the District Collector, Ananthapuram  
Copy to the District Manager, NREDCAP, Ananthapur District

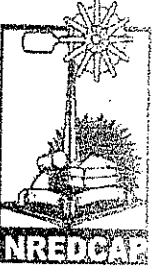
ఆంధ్రప్రదేశ్ నూతన మరియు పునరుద్ధరణీయ ఆంధ్రన వనరుల అభివృద్ధి సంస్థ లి.

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

(A State Government Company - ISO 9001:2015-Certified)

Regd. Office : # 12-464/5/1, River Oaks Apartment, CSR Kalyana Mandapam Road,  
Tadepalli, Guntur District. Andhra Pradesh - 522 501, India.

Tel : 08645 797162 / 797163 E-mail : info@nredcap.in Website : www.nredcap.in



NREDCAP/WE/Axis/503/2017

Dt.18.12.2017

To

M/s G T Renewable Energy,  
29/30 Florida Estate,  
Keshavanagar, Mundhwa,  
PUNE-411036,  
Maharashtra State.

Sirs,

Sub: Transfer of 2.10 MW capacity wind farm in favour of M/s G T Renewable Energy from the wind farm allotment given to M/s Axis Energy Ventures India Pvt. Ltd, – orders issued – Reg

- Ref: 1. T.O. Lr. No. NREDCAP/WE/ Axis/503/2016/1055, Dt.30.05.2016  
2. Agreement entered on 06.06.2016  
3. Lr. No. AXIS/AMIDYALA/NREDCAP/CT/2017-18/04, dt. 14.12.2017  
of M/s Axis Energy Ventures India Pvt. Ltd.  
4. Lr. No. SUZLON/NREDCAP/2017-18/001, dt. 13.12.2017  
of M/s GT Renewable Energy.  
5. Board Resolutions of M/s Axis Energy Ventures India Pvt. Ltd  
6. G.O. Rt No.61, Dt.24.3.2011 of Energy (RES) Dept, GOAP, Hyderabad  
& & &

In the reference 1<sup>st</sup> & 2<sup>nd</sup> cited, 2290.30 MW capacity wind farm project was allotted to M/s Axis Energy Ventures India Pvt. Ltd to set up in different locations of Ananthapuramu district.

In the reference 3<sup>rd</sup> cited, M/s Axis Energy Ventures India Pvt. Ltd, has informed that they have proposed to develop 2.10 MW Capacity wind farm project at Amidyala East, Ananthapuramu district through M/s GT Renewable Energy. Further, they have requested to transfer 2.10MW capacity in the name of M/s GT Renewable Energy and also requested to change project location from Erragunta to Amidyala East, Ananthapuramu district to set up the project.

Taking into consideration of Board resolutions of M/s Axis Energy Ventures India Pvt. Ltd and request of M/s GT Renewable Energy & M/s Axis Energy Ventures India Pvt. Ltd, permission is hereby accorded to transfer 2.10 MW wind power capacity in favour of M/s GT Renewable Energy, 29/30 Florida Estate, Keshavanagar, Mundhwa, PUNE-411036, Maharashtra State from M/s Axis Energy Ventures India Pvt. Ltd and change of project location from Erragunta to Amidyala East, Ananthapuramu district to set up the project.

M/s Axis Energy Ventures India Pvt. Ltd has agreed to pay charges @ Rs.5000/-per MW plus GST for 2.10 MW towards transfer of project & Rs. 50,000/- per MW plus GST for change of location at the time of commissioning of wind power project as per the provisions of Project Implementation Agreement (PIA) signed with GOAP and Project Agreement signed with NREDCAP.

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M/s GT Renewable Energy 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 Axis Energy Ventures India Pvt. Ltd will hold good to this transfer of project of 2.10 MW capacity to M/s GT Renewable Energy.

Thanking you,

Yours faithfully,



VC & Managing Director

Encl:a.a.

Copy to M/s Axis Energy Ventures India Pvt. Ltd, PMR Plaza, Plot No. 3, H. No. 6-3-680/8/3, 2<sup>nd</sup> floor, Thakur Mansion Lane, Somajiguda, HYDERABAD- 500 082

Copy to M/s Suzlon Gujarat Wind Park Ltd, Hyderabad

Copy to Chairman and Managing Director, APSPDCL, Tirupathi.

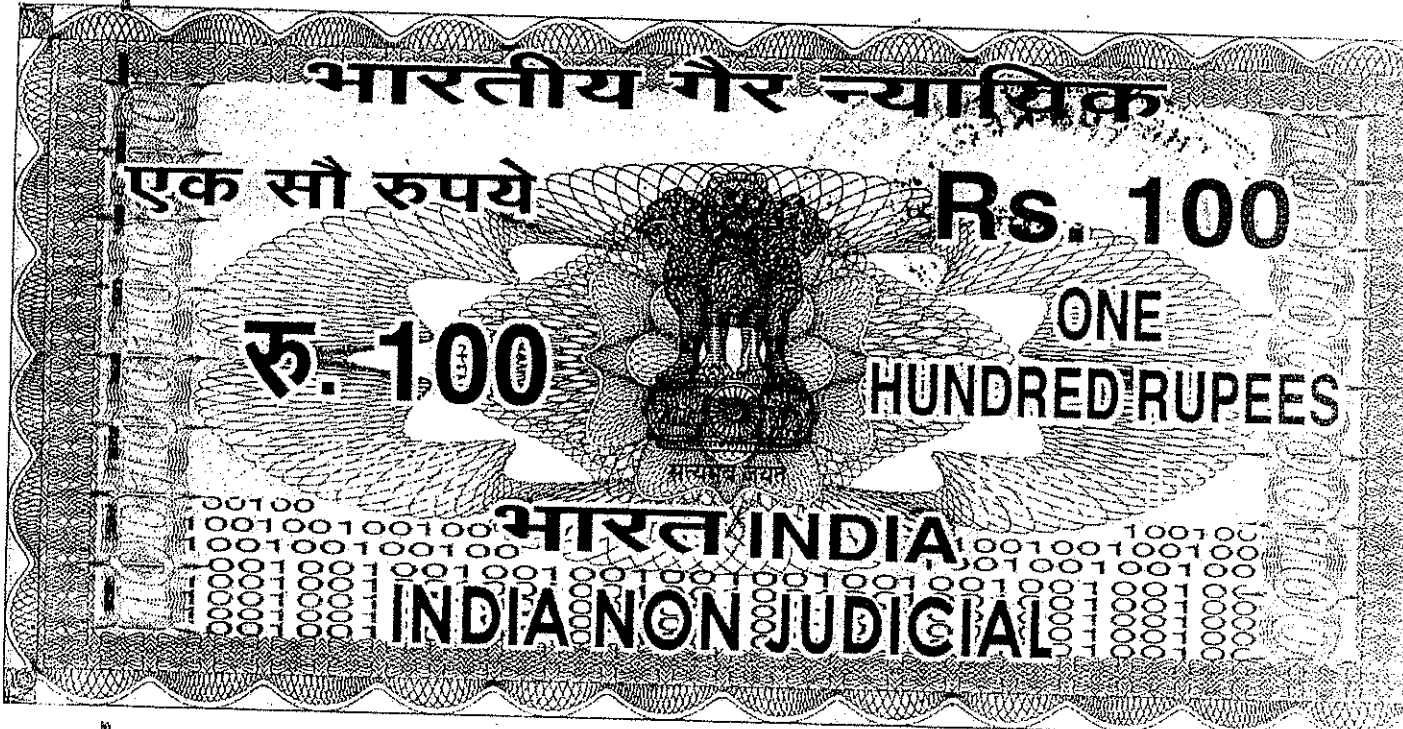
Copy to the Executive Director (P, RAC & Reforms), AP TRANSCO, Vidyut Soudha, Gunadala, Vijayawada

Copy to the Chief Engineer, IPC, APPCC, AP TRANSCO, Vidyut Soudha, Vijayawada.

Copy to the District Collector, Ananthapuramu District.

Copy to the District Manager, Ananthapuramu District

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ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH 14 DEC 2017

CA 078285

Date... 14/12/2017 Rs. 100

Sold to Sri: S p N Venkat Jaisimha N p. Nouramph Dew. Hyd  
For Whom: SV Renewable Energy. pune

B. APPA RA  
LICENSED STAMP VE  
O.L. No: 06-28-004  
R.L. No: 06-28-006  
VALID UP TO: 31-12  
D.No: 9-13, NUNNA-5  
Cen: 98482231

AGREEMENT

THIS AGREEMENT is entered into on this 14<sup>th</sup> day of December, 2017 at Tadepalli, 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 Regd. Office No. 12-464/5/1, River Oaks Apartment CSR Kalyanamandapam, Tadepalli-522501, Guntur district represented by its Vice Chairman & Managing Director, hereinafter referred to as the NREDCAP of the FIRST PART,

AND

(2) M/s SV Renewable Energy, is a proprietorship firm, having its registered office at: 80/80A, Florida Estate, Keshavanagar, Mundhwa, PUNE- 411036, Maharashtra State, represented by its Authorized Signatory, Sri SPN Venkat Jaisimha hereinafter referred to as the 'Customer' of the SECOND PART.

Contd

For Axis Energy Ventures India Pvt. Ltd.,

For SV RENEWABLE ENERGY

*JV Reddy*  
Authorized Signatory

*SPN Venkat Jaisimha*  
Authorized Signatory

*B. Appa Rao*  
Vice Chairman & Managing Director

(3) M/s Axis Energy Ventures India Pvt. Ltd, a company incorporated under the Companies Act, 1956, having its registered office at: PMR Plaza, Plot No. 3, H. No. 6-3-680/8/3, 2<sup>nd</sup> floor, Thakur Mansion Lane, Somajiguda, HYDERABAD- 500 082, represented by its Authorized Signatory, Sri J.Venkat Kumar, 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,

**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.

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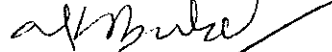
**For 3V RENEWABLE ENERGY**

Authorized Signatory

M/s Axis Energy Ventures India Pvt. Ltd.,

  
Authorized Signatory

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

  
Vice Chairman & Managing Director

B. The Third Party was earlier sanctioned 2290.30 MW wind farm projects to be set up at different locations of Ananthapuramu 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.

Sl. No	Company Name	Proceedings No. & Agreement Date	Capacity Sanctioned (In MW)
1	M/s Axis Energy Ventures India Pvt. Ltd	T.O. NREDCAP/WE/Axis/503/2016 dated 30.05.2016 Agreement dated 06.06.2016	2290.30
Total			2290.30

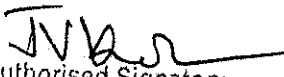
C. The Third Party through their Letter No. Lr. No. AXIS/AMIDYALA/NREDCAP/CT/2017-18/05, dt.14.12.2017 has informed that they had received an order from the Second Party for establishment of 2.10 MW Wind Power Project on turnkey basis as per the details given below, hereinafter referred to as the 'Project', duly conveying it's no objection and consent for transfer of the Project in the name of the Second Party being its customer out of the balance of 2290.30 MW capacity allotment they were already sanctioned

Sl No	Customer Name	Capacity in MW	Capacity transferred from	Capacity transferred (In MW)
1	M/s SV Renewable Energy	2.10	M/s Axis Energy Ventures India Pvt. Ltd	2.10
	Total	2.10		2.10

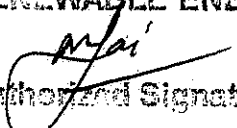
D. After due consideration of the proposals under (B) above, the First Party, through its Letter/ Proc No. NREDCAP/WE/Axis/503/2017, dated 18.12.2017 and granted permission for the transfer of the Project stipulating the terms and conditions therefor and for entering into this Agreement. The Second Party having complied with the conditions of the said permission letter of NREDCAP requested for execution of this Agreement.

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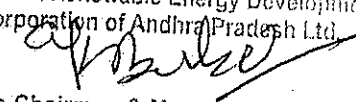
For Axis Energy Ventures India Pvt. Ltd.,

  
 Authorized Signatory

For SV RENEWABLE ENERGY

  
 Authorized Signatory

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

  
 Vice Chairman & Managing Director

000170

-4-

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

**ARTICLE 1  
DEFINITIONS AND INTERPRETATION**

**1.3 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 (APEREC 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.

**1.4 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 2.10 MW capacity wind power from wind power project earlier sanctioned to the Developer M/s Axis Energy Ventures India Pvt. Ltd, to and in the name of the developer / Customer for setting up of the Project as per the following table for generation of 2.10 MW capacity of wind power for captive use/sale of power to AP DISCOM/Sale of power to third party.

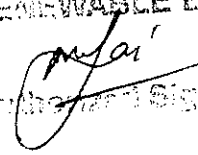
Sl.No.	Customer Name	Capacity (MW)	Location details
1	M/s SV Renewable Energy	2.10	Amidyala East , Ananthapuramu District

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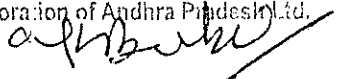
For Axis Energy Ventures India Pvt. Ltd.,

  
Authorised Signatory

For SV RENEWABLE ENERGY

  
Authorised Signatory

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

  
Vice Chairman & Managing Director

**2.2 Financing**

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

**2.3 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.

**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**

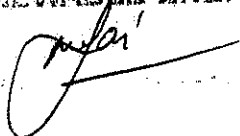
Save except as otherwise and to the extent provided in this Agreement all other terms and conditions of the Principal Agreement including rights, entitlement, obligations and liabilities shall remain the same and binding on the Parties. It is clarified that any extension of time granted by NREDCAP for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

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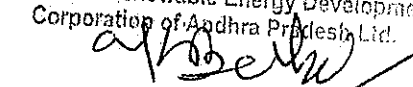
For Axis Energy Ventures India Pvt. Ltd.,

  
Authorized Signatory

For SV RENEWABLE ENERGY



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

  
Vice Chairman & Managing Director



**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

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

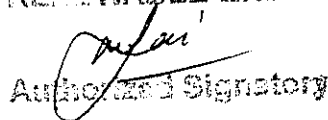
- i. shall not operate or be construed as a waiver of any other or subsequent Default hereof or of other provisions or obligations under this Agreement
- ii. Shall not be effective unless it is in writing and executed by a duly Authorized representative of such Party; and
- iii. Shall not affect the validity or enforceability of this Agreement in any Manner.
- iv. Neither the failure by either Party to insist on any occasion upon the Performance of the terms, conditions and provisions of this Agreement

Contd..

For Axis Energy Ventures India Pvt. Ltd.,

  
Authorized Signatory

For SV RENEWABLE ENERGY

  
Authorized Signatory

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

  
Vice Chairman & Managing Director

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.

#### 5.5 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.

#### 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:

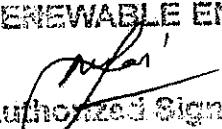
**If to the NREDCAP**  
 RO: Vice Chairman and Managing Director,  
 # 12-464/5/1, River Oaks Apartments,  
 CSR Kalyana Mandapam Road,  
 Tadepalli, Guntur district,  
 Andhra Pradesh-522501.  
 Email: [info@nredcap.in](mailto:info@nredcap.in)

Contd..

For Axis Energy Ventures India Pvt. Ltd.,

  
 Authorised Signatory

For SV RENEWABLE ENERGY

  
 Authorized Signatory

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

  
 Vice Chairman & Managing Director

**If to the Customer**

SV Renewable Energy,  
80/80A, Florida Estate,  
Keshavanagar, Mundhwa,  
PUNE-411036,  
Maharashtra State.

**If to the Developer**

M/s Axis Energy Ventures India Pvt. Ltd,  
PMR Plaza, Plot No. 3, H. No. 6-3-680/8/3, 2nd floor,  
Thakur Mansion Lane, Somajiguda,  
HYDERABAD- 500 082, Ph: 040-23412312

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:

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

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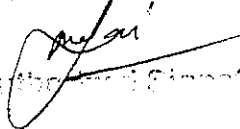
M/s Axis Energy Ventures India Pvt. Ltd.,

Authorized Signatory

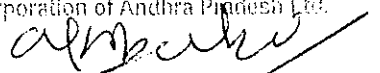


For SV RENEWABLE ENERGY

Authorized Signatory


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

Vice Chairman &amp; Managing Director

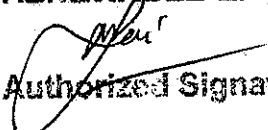


5.10 Counterparts

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.

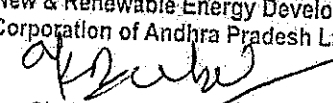
**IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.**

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

  
Authorized Signatory

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

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)

Signed, Sealed and Delivered  
For and on behalf of Developer by  
For Axis Energy Ventures India Pvt. Ltd.,

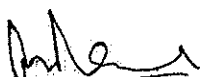
  
Authorized Signatory

Signature of Authorized Person  
(Seal)


**Witnesses**

In the presence of

1) Signature  
Name  
Address

  
P.V. Ramasethu  
P.O. NREDCAP, Tadepalli

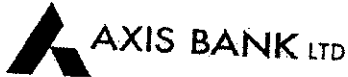
2) Signature  
Name  
Address

  
Karmakeri Alati  
Suzlon Energy Ltd.



ANNEXURE NO. 8

000176



IFS CODE - UTIB0000515

ISSUING BRANCH

A/C PAYEE VALID FOR THREE MONTHS FROM THE DATE OF ISSUE

BANJARA HILLS, HYDERABAD (AP)

DATE  
दिनांक

DATE grid: D D M M Y Y Y Y

515

OR ORDER / या उनके आदेश पर

ON DEMAND PAY  
मांगे जाने पर

PAY OFFICER, APSPDCL, TIRUPATI

RUPEES  
रुपये

Two Lakh Thirty Thousand only

अदा करें

₹ 2,50,000.00

FOR VALUE RECEIVED

Vertical grid with numbers 1-9

515012100105

Payable at Par (B2K)

DRAWEE BANK AND BRANCH  
अदा करता बैंक और शाखा

CODE NO.

AUTHORISED SIGNATORY

प्रामाणिक हस्ताक्षर कर्ता

Please sign above

AUTHORISED SIGNATORY

प्रामाणिक हस्ताक्षर कर्ता

⑈022229⑈ 500211014⑈

16



IFS CODE - UTIB0000515

ISSUING BRANCH

A/C PAYEE VALID FOR THREE MONTHS FROM THE DATE OF ISSUE

BANJARA HILLS, HYDERABAD (AP)

DATE  
दिनांक

DATE grid: D D M M Y Y Y Y

515

OR ORDER / या उनके आदेश पर

ON DEMAND PAY  
मांगे जाने पर

PAY OFFICER, APSPDCL, TIRUPATI

RUPEES  
रुपये

Seventy Seven Thousand Seven Hundred only

अदा करें

₹ 77,700.00

FOR VALUE RECEIVED

Vertical grid with numbers 1-9

515012100105

Payable at Par (B2K)

DRAWEE BANK AND BRANCH  
अदा करता बैंक और शाखा

CODE NO.

AUTHORISED SIGNATORY

प्रामाणिक हस्ताक्षर कर्ता

Please sign above

AUTHORISED SIGNATORY

प्रामाणिक हस्ताक्षर कर्ता

⑈022233⑈ 500211014⑈

16

000177

## SV Renewable Energy

80/80A Florida Estate;  
Keshavnagar; Mundhwa;  
Pune; 411036; Maharashtra  
Phone: 020 26150131  
email: [samanvaya@eth.net](mailto:samanvaya@eth.net)

Date: 13.12.2017

To,  
The Chief General Manager (IPC & P&MM)  
AP SPDCL, Tirupathi,  
Andhra Pradesh.

**Sub: Signing of PPA for 2.1 MW consist 1 No of 2.1 MW Wind Power Project at  
Amidyala Anantapur District - reg**

Dear Sir,

We are pleased to inform you that we have placed an order on M/s Suzlon Energy Limited (M/s Axis) for setting up of 1 No of 2.1 MW i.e 2.1 MW Wind Power Project at Amidyala Anantapur District, Andhra Pradesh,

We would request to initiate the process for PPA under Pooling Substation - Cluster scheme, and we are interested in **Rs/- 4.76 without AD** Preferential Tariff PPA as honourable APERC has issued Order No.15 of 2017 Dated 30-03-2017.

We request your good offices to kindly initiate the PPA and intimate the date & time for signing at the earliest and oblige.

We are herewith attached the Two Demand Drafts as mentioned:-

1. PPA Application Fees Rs. *2,30,000/- vide DD no: 22229 dt 16.12.17*
2. MVAR Charges:- Rs. *7,77,700/- vide DD no: 22233 dt 16.12.17*
- 3.

Thanking you and looking forward for your confirmation.

Yours faithfully  
For SV Renewable Energy

*Sanjay V. Tanti*

Proprietor

000178

## SV Renewable Energy

80/80A Florida Estate;  
Keshavnagar; Mundhwa;  
Pune; 411036; Maharashtra  
Phone: 020 26150131  
email: [samanvaya@eth.net](mailto:samanvaya@eth.net)

### TO WHOMSOEVER IT MAY CONCERN

I, the undersigned Sangita Vinod Tanti Proprietor of M/s SV Renewable Energy A proprietorship firm having its Office at 80/80A Florida Estate, Keshavnagar, Mundhwa, Pune 411036. The said firm is planning to set up Wind Power Project in Anantapur District, Andhra Pradesh. In this context, I hereby severally authorized Mr SPN. Venkat Jaisimha, whose specimen signatures are attested below to deal, execute, acknowledge and submit any documents connected to obtaining approvals/permissions in respect to our 2.1 MW (1 no of 2.1 MW) Wind Power Project at Amidyala Site, Anantapur District, with APSPDCL officials / respective Government authorities on behalf of our firm.

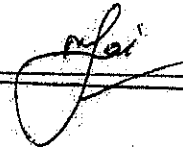
Thanking you

For  
SV Renewable Energy

*Sangita V. Tanti*

Sangita Vinod Tanti  
Proprietor

Specimen Signature of Mr. SPN. Venkat Jaisimha



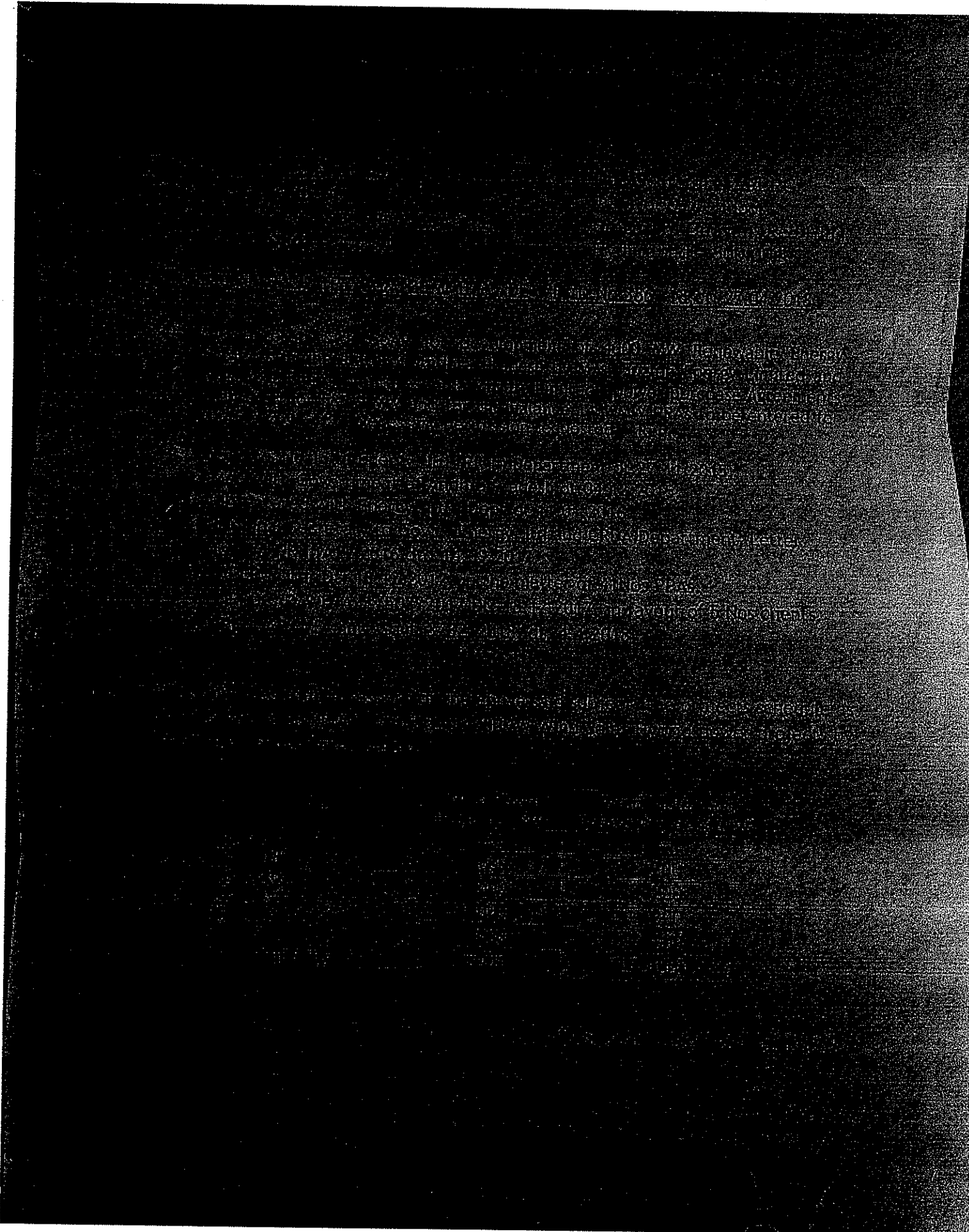
Attested

*Sangita V. Tanti*

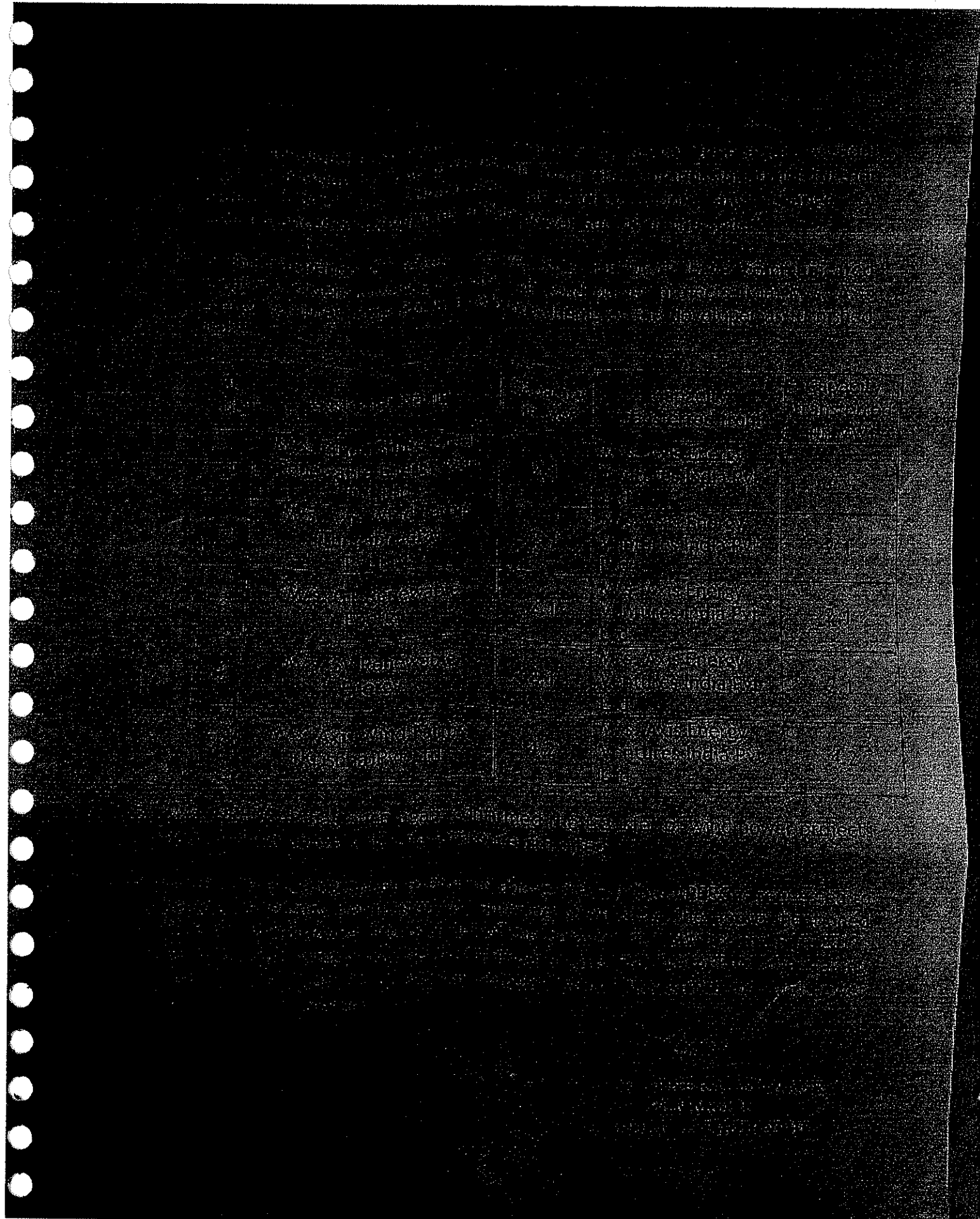
Sangita Vinod Tanti  
Proprietor















180A

**ANDHRA PRADESH ELECTRICITY REGULATORY COMMISSION**

From  
Secretary,  
# 11-4-660, 4<sup>th</sup> Floor,  
Singareni Bhavan,  
Red Hills, Lakdikapool,  
Hyderabad - 500 004.

To  
The Chief General Manager,  
P&MM & IPC, APSPDCL,  
Ragavendra Nagar, Kesavayanagunta,  
Tiruchanoor Road, Tirupati.

Lr.No. APERC/JD(PPP)/DD/PPP/F.No.E-1146/D.No.395/2018, Dt.15-05-2018

Sir,

Sub:- APERC - 12 Nos. Power Purchase Agreement of various Wind Power Project Clients of M/s Suzlon Gujarat Wind Park Ltd., and M/s Axis Wind Farms Vajrakarur at Beluguppa and Vajrakarur in Ananthapur Dist, Andhra Pradesh-Reg.

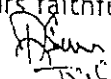
- Ref:-
1. Govt. of A.P. Lr.No. 117/Pr-II(A1)/2016, dated 14.09.2017.
  2. Lr.No. APSPDCL/TPT/CGM/IPC/F./D.No.23/18, dt:10.01.2018.
  3. Lr.No. APSPDCL/TPT/CGM/P&MM&IPC/GM/IPC/DE1/F./D.No.322/18 Dt. 09.04.2018.
  4. Lr.No. APERC/JD(PPP)/D.D/PPP/F.No.E-1146/D.No.324/2018, Dt. 20.04.2018.
  5. Lr.No. APSPDCL/TPT/CGM/IPC//GM/IPC/DE1/F.Axis/D.No.379/18 dt: 26.04.2018.

\*\*\*\*\*

With reference to your letter 2<sup>nd</sup> cited, wherein 12 Nos. Power Purchase Agreements have been submitted to the Commission for information, to determine tariff rates and to take further action and keeping in view the clarifications/documents furnished vide letters dated 09-04-2018 and 26-04-2018 cited at '3' and '4' above, I am directed to inform that further action, if any, on merits and as per law, can take place only upon filing an application for determination of tariff under Section 62 in such manner and accompanied by such fee.

The directions given by the Commission in the Retail Supply Tariff Order dated 27-03-2018, for FY2018-19, as it relates to Renewable Energy Projects including but not limited to on the issues of Must-run status and duration of agreement on which AP Discoms have to come back to the Commission with detailed views, may be expedited so that the findings of the Commission thereon can be used to mould the Power Purchase to achieve the desired effect, while considering to grant consent to new PPAs or determine tariff, henceforth on merits and as per law.

Yours faithfully,

  
Secretary (i/c)

Copy to:  
The Chief Engineer, IPC, APPCC,  
Vidyut Soudha, Khairatabad, Hyderabad - 500 082.

M/s Axis Energy Ventures Pvt Ltd, H.No.6-3-680/3, Plot No.3, 2<sup>nd</sup> floor,  
PMR Plaza, Thakur Mansion lane, Somajiguda, Hyderabad, AP.



CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources)  
Regulations, 2017

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**CENTRAL ELECTRICITY REGULATORY COMMISSION**

**NEW DELHI**

No.: 1/21/2017-Reg.Aff./(RE-Tariff - 2017-20)/CERC

Dated: 17<sup>th</sup> April 2017

**NOTIFICATION**

In exercise of powers conferred under Section 61 read with Section 178 (2)(s) of the Electricity Act, 2003 (36 of 2003), and all other powers enabling it in this behalf, and after previous publication, the Central Electricity Regulatory Commission hereby makes the following regulations, namely:

**1. Short title and commencement**

- 1) These regulations may be called the Central Electricity Regulatory Commission (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2017.
- 2) These regulations shall come into force on 1.4.2017, and unless reviewed earlier or extended by the Commission, shall remain in force for a period of 3 years from the date of commencement.

**2. Definitions and Interpretation**

- 1) In these regulations, unless the context otherwise requires,
  - a) **'Act'** means the Electricity Act, 2003 (36 of 2003);
  - b) **'Auxiliary energy consumption'** or **'AUX'** in relation to a period in case of a generating station means the quantum of energy consumed by auxiliary equipment of the generating station, and transformer losses



within the generating station, expressed as a percentage of the sum of gross energy generated at the generator terminals of all the units of the generating station;

- 000182
- c) **'Biomass'** means wastes produced during agricultural and forestry operations (for example straws and stalks) or produced as a by-product of processing operations of agricultural produce (e.g., husks, shells, deoiled cakes, etc); wood produced in dedicated energy plantations or recovered from wild bushes/weeds; and the wood waste produced in some industrial operations;
  - d) **'Biomass gasification'** means a process of incomplete combustion of biomass resulting in production of combustible gases consisting of a mixture of Carbon monoxide (CO), Hydrogen (H<sub>2</sub>) and traces of Methane (CH<sub>4</sub>), which is called producer gas;
  - e) **'Biogas'** means a gas created when organic matter like crop residues, sewage and manure breaks down in an oxygen-free environment (ferments);
  - f) **'Capital cost'** means the capital cost as defined in regulations 12, 25, 28, 33, 44, 52, 57, 62, 70 and 77;
  - g) **'Commission'** means the Central Electricity Regulatory Commission referred to in sub-section (1) of section 76 of the Act;
  - h) **'Conduct of Business Regulations'** means the Central Electricity Regulatory Commission (Conduct of Business) Regulations, 1999 as amended from time to time;
  - i) **'Control Period or Review Period'** means the period during which the norms for determination of tariff specified in these regulations shall remain valid;
  - j) **'Gross calorific value'** or **'GCV'** in relation to a fuel used in generating station means the heat produced in kCal by complete combustion of one kilogram of solid fuel or one liter of liquid fuel or one standard cubic meter of gaseous fuel, as the case may be;
  - k) **'Gross station heat rate'** or **'SHR'** means the heat energy input in

CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources)  
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- kCal required to generate one kWh of electrical energy at generator terminals of a thermal generating station;
- l) **'Hybrid Solar Thermal Power Plant'** means the solar thermal power plant that uses other forms of energy input sources along with solar thermal energy for electricity generation, and wherein not less than 75% of electricity is generated from solar energy component;
- m) **'Installed capacity'** or 'IC' means the summation of the name plate capacities of all the units of the generating station or the capacity of the generating station (reckoned at the generator terminals), approved by the Commission from time to time;
- n) **'Inter-connection Point'** shall mean interface point of renewable energy generating facility with the transmission system or distribution system, as the case maybe:
- i. in relation to wind energy projects and solar photovoltaic Projects, inter-connection point shall be line isolator on outgoing feeder on HV side of the pooling sub-station;
  - ii. in relation to small hydro power, biomass power and non fossil fuel based cogeneration power projects and solar thermal Power Projects the, inter-connection point shall be line isolator on outgoing feeder on HV side of generator transformer;
- o) **'MNRE'** means the Ministry of New and Renewable Energy of the Government of India;
- p) **'Municipal solid waste'** or 'MSW' means and includes commercial and residential wastes generated in a municipal or notified areas in either solid or semi-solid form excluding industrial hazardous wastes but including treated bio-medical wastes;
- q) **'Non-firm power'** means the power generated from renewable sources, the hourly variation of which is dependent upon nature's phenomenon like sun, cloud, wind, etc., that cannot be accurately predicted;
- r) **'Non fossil fuel based co-generation'** means the process in which
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more than one form of energy (such as steam and electricity) are produced in a sequential manner by use of biomass provided the project may qualify to be a co-generation project if it fulfills the eligibility criteria as specified in clause (4) of Regulation 4;

- s) **'Operation and maintenance expenses'** or **'O&M expenses'** means the expenditure incurred on operation and maintenance of the project, or part thereof, and includes the expenditure on manpower, repairs, spares, consumables, insurance and overheads;
- t) **'Project'** means a generating station or the evacuation system upto inter-connection point, as the case may be, and in case of a small hydro generating station includes all components of generating facility such as dam, intake water conductor system, power generating station and generating units of the scheme, as apportioned to power generation;
- u) **'Refuse derived fuel'** or **'RDF'** means segregated combustible fraction of solid waste other than chlorinated plastics in the form of pellets or fluff produced by drying, de-stoning, shredding, dehydrating, and compacting combustible components of solid waste that can be used as fuel;
- v) **'Renewable Energy'** means the grid quality electricity generated from renewable energy sources;
- w) **'Renewable Energy Power Plants'** means the power plants other than the conventional power plants generating grid quality electricity from renewable energy sources;
- x) **'Renewable Energy Sources'** means renewable sources such as small hydro, wind, solar including its integration with combined cycle, biomass, bio fuel cogeneration, urban or municipal waste and other such sources as approved by the MNRE;
- y) **'Small Hydro'** means Hydro Power projects with a station capacity up to and including 25 MW;
- z) **'Solar PV power'** means the Solar Photo Voltaic power project that uses sunlight for direct conversion into electricity through Photo Voltaic

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technology;

- aa) **'Solar Thermal power'** means the Solar Thermal power project that uses sunlight for direct conversion into electricity through Concentrated Solar Power technology based on either line focus or point focus principle;
- bb) **'Tariff period'** means the period for which tariff is to be determined by the Commission on the basis of norms specified under these Regulations;
- cc) **'Useful Life'** in relation to a unit of a generating station including evacuation system shall mean the following duration from the date of commercial operation (COD) of such generation facility, namely:-
- |  |          |
|--|----------|
| (a) Wind energy power project  | 25 years |
| (b) Biomass power project with Rankine cycle technology                            | 20 years |
| (c) Non-fossil fuel cogeneration project   | 20 years |
| (d) Small Hydro Plant  | 35 years |
| (e) Municipal Solid Waste (MSW)/ and Refuse Derived Fuel (RDF) based power project | 20 years |
| (f) Solar PV/Solar thermal power project   | 25 years |
| (g) Biomass Gasifier based power project   | 20 years |
| (h) Biogas based power project   | 20 years |

dd) **'Year'** means a financial year.

- (2) Save as aforesaid and unless repugnant to the context or if the subject-matter otherwise requires, words and expressions used in these regulations and not defined, but defined in the Act, or the Indian Electricity Grid Code or the Central Electricity Regulatory Commission (Terms and conditions of Tariff) Regulations, 2014 shall have the meanings assigned to

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them respectively in the Act or the Indian Electricity Grid Code or the Central Electricity Regulatory Commission (Terms and conditions of Tariff) Regulations, 2014.

### 3. Scope and extent of application

These regulations shall apply in all cases where tariff, for a generating station or a unit thereof commissioned during the Control Period and based on renewable sources of energy, is to be determined by the Commission under Section 62 read with Section 79 of the Act.

Provided that in cases of Wind, Small Hydro projects, Biomass power based on Rankine cycle, non-fossil fuel based cogeneration projects, Solar PV , Solar Thermal power projects, Biomass gasifier, Biogas power project, Municipal solid waste and Refuse derived fuel based power projects, these regulations shall apply subject to the fulfillment of eligibility criteria specified in Regulation 4 of these Regulations.

### 4. Eligibility Criteria

- a) **Wind power project** – using new wind turbine generators, located at the sites approved by State Nodal Agency/State Government.
- b) **Small hydro project** – located at the sites approved by State Nodal Agency/ State Government using new plant and machinery, and installed power plant capacity to be lower than or equal to 25 MW at single location.
- c) **Biomass power project based on Rankine cycle technology** – Biomass power projects using new plant and machinery based on Rankine cycle technology and using biomass fuel sources, without use of fossil fuel.
- d) **Non-fossil fuel based co-generation project:** The project shall qualify to be termed as a non-fossil fuel based co-generation project, if it is using new plant and machinery and is in accordance with the definition and also meets the

qualifying requirement outlined below:

**Topping cycle mode of co-generation** – Any facility that uses non-fossil fuel input for the power generation and also utilizes the thermal energy generated for useful heat applications in other industrial activities simultaneously.

Provided that for the co-generation facility to qualify under topping cycle mode, the sum of useful power output and one half the useful thermal output be greater than 45% of the facility's energy consumption, during season.

**Explanation-** For the purposes of this clause,

- (a) 'Useful power output' is the gross electrical output from the generator. There will be an auxiliary consumption in the cogeneration plant itself (e.g. the boiler feed pump and the FD/ID fans). In order to compute the net power output it would be necessary to subtract the auxiliary consumption from the gross output. For simplicity of calculation, the useful power output is defined as the gross electricity (kWh) output from the generator.
- (b) 'Useful Thermal Output' is the useful heat (steam) that is provided to the process by the cogeneration facility.
- (c) 'Energy Consumption' of the facility is the useful energy input that is supplied by the fuel (normally bagasse or other such biomass fuel).
- (d) 'Topping Cycle' means a co-generation process in which thermal energy produces electricity followed by useful heat application.
- e) **Solar PV and Solar Thermal Power Project** – Based on technologies approved by MNRE.
- f) **Biomass Gasifier based Power Project** – The project shall qualify to be termed as a biomass gasifier based power project, if it is using new plant and machinery and having a Grid connected system that uses 100% producer gas engine, coupled with gasifier technologies approved by MNRE.
- g) **Biogas based Power Project** – The project shall qualify to be termed as a biogas based power project, if it is using new plant and machinery and having
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grid connected system that uses 100% Biogas fired engine, coupled with Biogas technology for co-digesting agriculture residues, manure and other bio waste as may be approved by MNRE.

- h) **Municipal solid waste (MSW) based power projects** – The project shall qualify to be termed as a Municipal solid waste (MSW) based power project if it is using new plant and machinery based on Rankine cycle technology and using Municipal solid waste (MSW) as fuel sources
- i) **Refuse derived fuel (RDF) based power projects** – The project shall qualify to be termed as a Refuse derived fuel (RDF) based power project, if it is using new plant and machinery based on Rankine cycle technology and using Refuse derived fuel (RDF) as fuel sources

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**Chapter 1: General Principles****5. Control Period or Review Period**

The Control Period or Review Period under these Regulations shall be of three (3) years, of which the first year shall be the financial year 2017-18.

Provided further that the tariff determined as per these Regulations for the RE projects commissioned during the Control Period, shall continue to be applicable for the entire duration of the Tariff Period as specified in Regulation 6 below.

Provided also that the revision in Regulations for next Control Period shall be undertaken six months prior to the end of the first Control Period and in case Regulations for the next Control Period are not notified until commencement of next Control Period, the tariff norms as per these Regulations shall continue to remain applicable until notification of the revised Regulations subject to adjustments as per revised Regulations.

**6. Tariff Period**

- a) The Tariff Period for Renewable Energy power projects will be same as their Useful Life as defined in Regulation 2 (1) (cc)
- b) Tariff period under these Regulations shall be considered from the date of commercial operation of the renewable energy generating stations.
- c) Tariff determined as per these Regulations shall be applicable for Renewable Energy power projects, for the duration of the Tariff Period as stipulated under Clause (a) and (b).



000190. **Project Specific tariff**

- a) Project specific tariff, on case to case basis, shall be determined by the Commission for the following types of projects:
- i. Solar PV and Solar Thermal;
  - ii. Wind Energy (including on-shore and off-shore);
  - iii. Biomass Gasifier based projects; if a project developer opts for project specific tariff;
  - iv. Biogas based projects; if a project developer opts for project specific tariff;
  - v. Municipal Solid Waste and Refuse Derived Fuel based projects with Rankine cycle technology;
  - vi. Hybrid Solar Thermal Power Projects;
  - vii. Other hybrid projects include renewable–renewable or renewable–conventional sources, for which renewable technology is approved by MNRE;
  - viii. Any other new renewable energy technologies approved by MNRE.
- b) Determination of Project specific tariff for generation of electricity from such renewable energy sources shall be in accordance with such terms and conditions as stipulated under relevant Orders of the Commission.
- c) No annual generic tariff shall be determined for the technologies mentioned in Clause (a) of this Regulation. Financial and Operational norms as may be specified would be the ceiling norms while determining the project specific tariff.

Provided that the financial norms as specified under Chapter-2 of these Regulations, except for capital cost, shall be ceiling norms while determining the project specific tariff.

**8. Petition and proceedings for determination of tariff**

- (1) The Commission shall determine the generic tariff on the basis of suo-motu petition six months in advance at the beginning of each year of the Control

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period for renewable energy technologies for which norms have been specified under the Regulations.

(2) A petition for determination of project specific tariff shall be accompanied by such fee as may be determined by regulations and shall be accompanied by:

- a) Information in forms 1.1, 1.2, 2.1 and 2.2 as the case may be, and as appended in these regulations;
- b) Detailed project report outlining technical and operational details, site specific aspects, premise for capital cost and financing plan etc.
- c) A statement of all applicable terms and conditions and expected expenditure for the period for which tariff is to be determined.
- d) A statement containing full details of calculation of any subsidy and incentive received, due or assumed to be due from the Central Government and/or State Government. This statement shall also include the proposed tariff calculated without consideration of the subsidy and incentive.
- e) Any other information that the Commission requires the petitioner to submit.

(3) The proceedings for determination of tariff shall be in accordance with the Conduct of Business Regulations.

## 9. Tariff Structure

The tariff for renewable energy technologies shall be single part tariff consisting of the following fixed cost components:

- (a) Return on equity;
- (b) Interest on loan capital;
- (c) Depreciation;
- (d) Interest on working capital;
- (e) Operation and maintenance expenses;

Provided that for renewable energy technologies having fuel cost component, like biomass power projects and non-fossil fuel based cogeneration, single part

000192 tariff with two components, fixed cost component and fuel cost component, shall be determined.

#### 10. Tariff Design

- (1) The generic tariff shall be determined considering the year of commissioning of the project, on levellised basis for the Tariff Period. Provided that for renewable energy technologies having single part tariff with two components, tariff shall be determined on levellised basis considering the year of commissioning of the project for fixed cost component while the fuel cost component shall be specified on year of operation basis.
- (2) For the purpose of levellised tariff computation, the discount factor equivalent to Post Tax weighted average cost of capital shall be considered.
- (3) Levellisation shall be carried out for the 'useful life' of the Renewable Energy project.
- (4) The above principles shall also apply for project specific tariff.

#### 11. Despatch principles for electricity generated from Renewable Energy Sources:

- (1) All renewable energy power plants except for biomass power plants with installed capacity of 10 MW and above, and non-fossil fuel based cogeneration plants shall be treated as 'MUST RUN' power plants and shall not be subjected to 'merit order despatch' principles.
- (2) The biomass power generating station with an installed capacity of 10 MW and above and non-fossil fuel based co-generation projects shall be subjected to scheduling and despatch code as specified under Indian Electricity Grid Code (IEGC) and Central Electricity Regulatory Commission (Deviation Settlement Mechanism and Related Matters) Regulations, 2014 including amendments thereto.

- (3) Scheduling of wind and solar energy shall be governed as per the aforesaid provisions of Central Electricity Regulatory Commission (Indian Electricity Grid Code) (Third Amendment) Regulations, 2015 and Central Electricity Regulatory Commission (Deviation Settlement Mechanism and related matters) (Second Amendment) Regulations, 2015 as amended from time to time.

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## **Chapter 2: Financial Principles**

### **12. Capital Cost**

The norms for the Capital cost as specified in the subsequent technology specific chapters shall be inclusive of all capital work including plant and machinery, civil work, erection and commissioning, financing and interest during construction, and evacuation infrastructure up to inter-connection point.

Provided that for project specific tariff determination, the generating company shall submit the break-up of capital cost items along with its petition in the manner specified under Regulation 8.

### **13. Debt Equity Ratio**

(1) For generic tariff to be determined based on suo-motu petition, the debt equity ratio shall be 70:30.

(2) For Project specific tariff, the following provisions shall apply:-

If the equity actually deployed is more than 30% of the capital cost, equity in excess of 30% shall be treated as normative loan.

Provided that where equity actually deployed is less than 30% of the capital cost, the actual equity shall be considered for determination of tariff:

Provided further that the equity invested in foreign currency shall be designated in Indian rupees on the date of each investment.

### **14. Loan and Finance Charges**

#### **(1) Loan Tenure**

For the purpose of determination of tariff, loan tenure of 13 years shall be considered.

**(2) Interest Rate**

- (a) The loans arrived at in the manner indicated in Regulation 13 shall be considered as gross normative loan for calculation for interest on loan. The normative loan outstanding as on April 1<sup>st</sup> of every year shall be worked out by deducting the cumulative repayment up to March 31<sup>st</sup> of previous year from the gross normative loan.
- (b) For the purpose of computation of tariff, normative interest rate of two hundred (200) basis points above the average State Bank of India Marginal Cost of Funds based Lending Rate (MCLR) (one year tenor) prevalent during the last available six months shall be considered.
- (c) Notwithstanding any moratorium period availed by the generating company, the repayment of loan shall be considered from the first year of commercial operation of the project and shall be equal to the annual depreciation allowed.

**15. Depreciation**

- (1) The value base for the purpose of depreciation shall be the Capital Cost of the asset admitted by the Commission. The Salvage value of the asset shall be considered as 10% and depreciation shall be allowed up to maximum of 90% of the Capital Cost of the asset.
- (2) Depreciation rate of 5.28% per annum for first 13 years and remaining depreciation to be spread during remaining useful life of the RE projects considering the salvage value of the project as 10% of project cost shall be considered.
- (3) Depreciation shall be chargeable from the first year of commercial operation.

Provided that in case of commercial operation of the asset for part of the year, depreciation shall be charged on pro rata basis.

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**16. Return on Equity**

- (1) The value base for the equity shall be 30% of the capital cost or actual equity (in case of project specific tariff determination) as determined under Regulation 13.
- (2) The normative Return on Equity shall be 14%, to be grossed up by prevailing Minimum Alternate Tax (MAT) as on 1<sup>st</sup> April of previous year for the entire useful life of the project.

**17. Interest on Working Capital**

- (1) The Working Capital requirement in respect of Wind energy projects, Small Hydro Power, Solar PV and Solar thermal power projects shall be computed in accordance with the following:
  - a) Operation & Maintenance expenses for one month;
  - b) Receivables equivalent to 2 (Two) months of energy charges for sale of electricity calculated on the normative Capacity Utilisation Factor (CUF);
  - c) Maintenance spare @ 15% of operation and maintenance expenses
- (2) The Working Capital requirement in respect of Biomass power projects with Rankine Cycle technology, Biogas, Biomass Gasifier based power projects, non-fossil fuel based Co-generation, Municipal Solid Waste and Refuse Derived Fuel projects shall be computed in accordance with the following clause :
  - a) Fuel costs for four months equivalent to normative Plant Load Factor (PLF);
  - b) Operation & Maintenance expense for one month;
  - c) Receivables equivalent to 2 (Two) months of fixed and variable charges for sale of electricity calculated on the target PLF;
  - d) Maintenance spare @ 15% of operation and maintenance expenses

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- (3) Interest on Working Capital shall be at interest rate equivalent to the normative interest rate of three hundred (300) basis points above the average State Bank of India MCLR (One Year Tenor) prevalent during the last available six months for the determination of tariff.

**18. Calculation of CUF/PLF:**

The number of hours for calculation of CUF/PLF (wherever applicable) for various RE technologies shall be 8766.

**19. Operation and Maintenance Expenses**

- (1) 'Operation and Maintenance or O&M expenses' shall comprise repair and maintenance (R&M), establishment including employee expenses, and administrative and general expenses.
- (2) Operation and maintenance expenses shall be determined for the Tariff Period based on normative O&M expenses specified by the Commission subsequently in these Regulations for the first Year of Control Period.
- (3) Normative O&M expenses allowed during first year of the Control Period (i.e. FY 2017-18) under these Regulations shall be escalated at the rate of 5.72% per annum over the Tariff Period.

**20. Rebate.**

- (1) For payment of bills of the generating company through letter of credit, a rebate of 2% shall be allowed.
- (2) Where payments are made other than through letter of credit within a period of one month of presentation of bills by the generating company, a rebate of 1% shall be allowed.

**21. Late payment surcharge**

In case the payment of any bill for charges payable under these regulations is

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delayed beyond a period of 60 days from the date of billing, a late payment surcharge at the rate of 1.25% per month shall be levied by the generating company.

## **22. Sharing of CDM Benefits**

- (1) The proceeds of carbon credit from approved CDM project shall be shared between generating company and concerned beneficiaries in the following manner, namely-
  - a) 100% of the gross proceeds on account of CDM benefit to be retained by the project developer in the first year after the date of commercial operation of the generating station;
  - b) In the second year, the share of the beneficiaries shall be 10% which shall be progressively increased by 10% every year till it reaches 50%, where after the proceeds shall be shared in equal proportion, by the generating company and the beneficiaries.

## **23. Subsidy or incentive by the Central / State Government**

The Commission shall take into consideration any incentive or subsidy offered by the Central or State Government, including accelerated depreciation benefit if availed by the generating company, for the renewable energy power plants while determining the tariff under these Regulations.

Provided that the following principles shall be considered for ascertaining income tax benefit on account of accelerated depreciation, if availed, for the purpose of tariff determination:

- i) Assessment of benefit shall be based on normative capital cost, accelerated depreciation rate as per relevant provisions under Income Tax Act and corporate income tax rate.
- ii) Capitalization of RE projects during second half of the fiscal year. Per unit benefit shall be derived on levelled basis at discount factor equivalent to

weighted average cost of capital.

**24. Taxes and Duties**

Tariff determined under these regulations shall be exclusive of taxes and duties as may be levied by the appropriate Government:

Provided that the taxes and duties levied by the appropriate Government shall be allowed as pass through on actual incurred basis.

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**Chapter 3: Technology specific parameters for Wind Energy**

**25. Capital Cost**

The Commission shall determine only project specific capital cost and tariff based on prevailing market trends for wind energy project.

**26. Capacity Utilisation Factor (CUF)**

(1) CUF norms for this control period shall be as follows:

<b>Annual Mean Wind Power Density (W/m<sup>2</sup>)</b>	<b>CUF</b>
Upto 220	22%
221-275	24%
276-330	28%
331-440	33%
> 440	35%

(2) The annual mean wind power density specified in sub-regulation (1) above shall be measured at 100 meter hub-height.

(3) For the purpose of classification of wind energy project into particular wind zone class, as per MNRE guidelines for wind measurement, wind mast either put-up by NWE or a private developer and validated by NWE, would be normally extended 10 km from the mast point in all directions for uniform terrain and limited to appropriate distance in complex terrain with regard to complexity of the site. Based on such validation by NWE, state nodal agency should certify zoning of the proposed wind farm complex.

**27. Operation and Maintenance (O & M) Expenses**

The Commission shall determine only Project Specific O&M Expenses based on the prevailing market information.

**Chapter 4: Technology specific parameters for Small Hydro Project****28. Capital Cost**

- (1) The normative capital cost for small hydro projects during first year of Control Period (FY 2017-18) shall be as follows:

Region	Project Size	Capital Cost (Rs. Lakh/ MW)
Himanchal Pradesh, Uttarakhand, West Bengal and North Eastern States	Below 5 MW	1000
	5 MW to 25 MW	900
Other States	Below 5 MW	779
	5 MW to 25 MW	707

**(2) Capital Cost Indexation Mechanism**

The Capital Cost for SHP as specified for first year of control period will remain valid for the entire duration of the control period unless reviewed earlier by the Commission.

**29. Capacity Utilisation Factor**

CUF for the small hydro projects located in Himachal Pradesh, Uttarakhand, West Bengal and North Eastern States shall be 45% and for other States, CUF shall be 30%.

**Explanation:** For the purpose of this Regulation normative CUF is net of free power to the home state if any, and any quantum of free power if committed by the developer over and above the normative CUF shall not be factored into the tariff.

**30. Auxiliary Consumption**

Normative Auxiliary Consumption for the small hydro projects shall be 1.0%.

**31. Operation and Maintenance Expenses**

(1) Normative O&M expenses for the first year of the Control period (i.e. FY 2017-18 shall be as follows.

Region	Project Size	O&M Expense (Rs. Lakh/ MW)
Himachal Pradesh, Uttarakhand, West Bengal and North Eastern States	Below 5 MW	36
	5 MW to 25 MW	27
Other States	Below 5 MW	29
	5 MW to 25 MW	21

(2) Normative O&M expenses allowed under these Regulations shall be escalated at the rate of 5.72% per annum for the Tariff Period for the purpose of determination of levelised tariff.

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**Chapter 5: Technology specific parameters for Biomass Power Projects  
based on Rankine Cycle Technology**

**32. Technology Aspect**

The norms for tariff determination specified hereunder are for biomass power projects based on Rankine cycle technology application using air-cooled or water-cooled condenser.

**33. Capital Cost**

- (1) The Commission proposes to determine normative capital cost for FY 2017-18 for Biomass Projects as under;

<b>Biomass Rankine Cycle Projects</b>	<b>Capital Cost (FY 2017-18) (Rs. lakhs/ MW)</b>
Project [other than rice straw and juliflora (plantation) based project] with water cooled condenser	559.03
Project [other than rice straw and Juliflora(plantation) based project] with air cooled condenser	600.44
For rice straw and juliflora (plantation) based project with water cooled condenser	610.80
For rice straw and juliflora (plantation) based project with air cooled condenser	652.20

**(2) Capital Cost Indexation Mechanism**

The Capital Cost for Biomass Power Projects based on Rankine Cycle Technology as specified for first year of the control period will remain valid for the entire

duration of the control period unless reviewed earlier by the Commission.

#### **34. Plant Load Factor**

- (1) Threshold PLF for determining fixed charge component of Tariff shall be:
  - a) During Stabilisation: 60%
  - b) During the remaining period of the first year (after stabilization): 70%
  - c) From 2 Year onwards: 80 %
- (2) The stabilisation period shall not be more than 6 months from the date of commissioning of the project.

#### **35. Auxiliary Consumption**

The auxiliary power consumption factor shall be as follows:-

- a) For the project using water cooled condenser:
  - i. During first year of operation : 11%
  - ii. From 2<sup>nd</sup> year onwards : 10%
- b) For the project using air cooled condenser:
  - i. During first year of operation : 13%
  - ii. From 2<sup>nd</sup> year onwards : 12%

#### **36. Station Heat Rate**

The Station Heat Rate for biomass power projects shall be :

- a) For projects using travelling grate boilers : 4200 kCal/kWh
- b) For projects using AFBC boilers : 4125 kCal/ kWh

#### **37. Operation and Maintenance Expenses**

- (1) Normative O&M expenses for the first year of the Control period (i.e. FY



000206 2017-18 shall be Rs. 40 Lakh per MW.

- (2) Normative O&M expenses allowed at the commencement of the Control Period (i.e. FY 2017-18) under these Regulations shall be escalated at the rate of 5.72% per annum.

### **38. Fuel Mix**

- (1) The biomass power plant shall be designed in such a way that it uses different types of non-fossil fuels available within the vicinity of biomass power project such as crop residues, agro-industrial residues, forest residues etc. and other biomass fuels as may be approved by MNRE.
- (2) The Biomass Power Generating Companies shall ensure fuel management plan to ensure adequate availability of fuel to meet the respective project requirements.

### **39. Use of Fossil Fuel**

The use of fossil fuels shall not be allowed.

Provided that for the biomass power projects commissioned on or before 31.03.2017, the use of fossil fuels to the extent of 15% in terms of calorific value on annual basis shall be allowed for the tariff period from the date of commissioning.

### **40. Monitoring Mechanism for the use of fossil fuel**

- (1) The Project developer shall furnish a monthly fuel usage statement and monthly fuel procurement statement duly certified by Chartered Accountant to the beneficiary (with a copy to appropriate agency appointed by the Commission for the purpose of monitoring the fossil and non-fossil fuel consumption) for each month, along with the monthly energy bill.
- (2) Non-compliance with the condition of fossil fuel usage by the project developer,

during any financial year, shall result in withdrawal of applicability of tariff as per these Regulations for such biomass based power project.

**41. Calorific Value**

The Calorific Value of the biomass fuel used for the purpose of determination of tariff shall be at 3100 kCal/kg.

**42. Fuel Cost**

Biomass fuel price during first year of the Control Period (i.e. FY 2017-18) shall be as specified in the table below and shall be escalated at 5% to arrive at the base price for subsequent years of the Control Period, unless specifically reviewed by Commission. For the purpose of determining levelized tariff, a normative escalation factor of 5% per annum shall be applicable on biomass prices.

State	FY2017-18 (Rs./MT)
Andhra Pradesh	2873.22
Haryana	3270.39
Maharashtra	3344.85
Punjab	3420.56
Rajasthan	2854.60
Tamil Nadu	2826.05
Uttar Pradesh	2922.86
Other States	3073.05

000208

**Chapter 6: Technology specific parameters for Non-fossil fuel based Cogeneration Projects****43. Technology Aspect**

A project shall qualify as a non-fossil fuel based Co-generation project, if it is in accordance with the eligibility criteria as specified under Regulation 4(d).

**44. Capital Cost**

The normative capital cost for the non-fossil fuel based cogeneration projects shall be Rs. 492.5 Lakh/MW for high boiler pressure projects for the first year of Control Period (i.e. FY 2017-18), and will remain valid for the entire duration of the control period unless reviewed earlier by the Commission.

**45. Plant Load Factor**

- (1) For the purpose of determining fixed charge, the PLF for non- fossil fuel based cogeneration projects shall be computed on the basis of plant availability for number of operating days considering operations during crushing season and off-season as specified under clause (2) below and load factor of 92%.
- (2) The number of operating days for different States shall be as follows:

State	Operating Days	Plant Load Factor (%)
Uttar Pradesh and Andhra Pradesh	120 days (crushing) + 60 days (off-season) = 180 days operating days	45%
Tamil Nadu and Maharashtra	180 days (crushing) + 60 days (off-season) = 240 days operating days	60%
Other States	150 days (crushing) + 60 days (off-season) = 210 days operating days	53%

**46. Auxiliary Consumption**

The auxiliary power consumption factor shall be 8.5% for the computation of tariff.

**47. Station Heat Rate**

The Station Heat Rate of 3600 kCal / kWh for power generation component alone shall be considered for computation of tariff for non-fossil fuel based Cogeneration projects.

**48. Calorific Value**

The Gross Calorific Value for Bagasse shall be considered as 2250 kCal/kg. For the use of biomass fuels other than bagasse, calorific value as specified under Regulation 41 shall be applicable.

**49. Fuel Cost**

000210

- (1) The price of Bagasse for first year of the Control Period (i.e. FY 2017-18) shall be as specified in the table below and shall be escalated at 5% to arrive at the base price for subsequent years of the Control Period, unless specifically reviewed by Commission. For the purpose of determining levelled tariff, a normative escalation factor of 5% per annum shall be applicable on bagasse prices.

State	Bagasse Price FY2017-18 (Rs. / MT)
Andhra Pradesh	1622.16
Haryana	2307.26
Maharashtra	2273.75
Punjab	2030.49
Tamil Nadu	1747.51
Uttar Pradesh	1809.57
Other States	1964.71

- (2) For use of biomass other than bagasse in co-generation projects, the biomass prices as specified under Regulation 42 shall be applicable.

**50. Operation and Maintenance Expenses**

- (1) Normative O&M expenses during first year of the Control period (i.e. FY 2017-18) shall be Rs. 21.13 Lakh per MW.
- (2) Normative O&M expenses allowed at the commencement of the Control Period (i.e. FY 2017-18) under these Regulations shall be escalated at the rate of 5.72% per annum.

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**Chapter 7: Technology specific parameters for Solar PV Power Project**

**51. Technology Aspects**

Norms for Solar Photovoltaic (PV) power projects under these Regulations shall be applicable for grid connected PV systems that directly convert solar energy into electricity and are based on technologies such as crystalline silicon or thin film etc. as may be approved by MNRE.

**52. Capital Cost**

The Commission shall determine only project specific capital cost and tariff based on prevailing market trends for Solar PV projects.

**53. Capacity Utilisation Factor**

The CUF for Solar PV project shall be 19%.

Provided that the Commission may deviate from above norm in case of project specific tariff determination in pursuance of Regulation 7 and Regulation 8.

**54. Operation and Maintenance Expenses**

The Commission shall determine only project specific O&M expenses based on prevailing market trends for Solar PV project.

**55. Auxiliary Consumption**

The auxiliary consumption factor shall be 0.25% of gross generation.

Provided that the Commission may deviate from the above norm in case of project specific tariff determination in pursuance of Regulation 7 and Regulation 8.

000212

**56. Technology Aspects**

Norms for Solar thermal power under these Regulations shall be applicable for Concentrated solar power (CSP) technologies viz. line focusing or point focusing, as may be approved by MNRE, and uses direct sunlight, concentrating it several times to reach higher energy densities and thus higher temperatures whereby the heat generated is used to operate a conventional power cycle to generate electricity.

**57. Capital Cost**

The Commission shall determine only project specific capital cost and tariff based on prevailing market trends for Solar Thermal project.

**58. Capacity Utilisation Factor**

The CUF for solar thermal project shall be 23%.

Provided that the Commission may deviate from the above norm in case of project specific tariff determination in pursuance of Regulation 7 and Regulation 8.

**59. Operation and Maintenance Expenses**

The Commission shall determine only project specific O&M expenses based on prevailing market trends for Solar Thermal project.

**60. Auxiliary Consumption**

The auxiliary consumption factor shall be 10%.

Provided that the Commission may deviate from the above norm in case of project specific tariff determination in pursuance of Regulation 7 and Regulation 8.



**61. Technology Aspect**

The norms for tariff determination specified hereunder are for biomass gasifier based power projects.

**62. Capital Cost**

The normative capital cost for the biomass gasifier power projects based on Rankine cycle shall be Rs. 592.88 Lakh/MW (FY 2017-18 during first year of Control Period) and shall be same for subsequent years unless specifically ordered by the Commission. After taking into account of capital subsidy of Rs 150.00 lakhs/MW, net project cost shall be Rs. 442.88 Lakh/MW for FY 2017-18.

**63. Plant Load Factor**

Threshold PLF for determining fixed charge component of tariff shall be 85%.

**64. Auxiliary Consumption**

The auxiliary power consumption factor shall be 10% for the determination of tariff.

**65. Specific fuel consumption**

Normative specific fuel consumption shall be 1.25 kg per kWh.

**66. Operation and Maintenance Expenses**

(1) Normative O&M expenses for the first year of the Control period (i.e. FY 2017-18) shall be Rs. 52.83 Lakh per MW

- 
- (2) Normative O&M expenses allowed at the commencement of the Control Period (i.e. FY 2017-18) under these Regulations shall be escalated at the rate of 5.72% per annum.

**67. Fuel Mix**

- (1) The Biomass Gasifier based power plant shall be designed in such a way that it uses different types of non-fossil fuels available within the vicinity of biomass power project such as crop residues, agro- industrial residues, forest residues etc. and other biomass fuels as may be approved by MNRE.
- (2) The Biomass Gasifier based Power Generating Companies shall ensure fuel management plan to ensure adequate availability of fuel to meet the respective project requirements.

**68. Fuel Cost**

Biomass fuel price for the Biomass gasifier based power project applicable for FY 2017-18 shall be the same as for Biomass based power project (Rankine cycle) as mentioned in Regulation 42.

**69. Technology Aspect**

The norms for tariff determination specified hereunder are for grid connected biogas based power projects that uses 100% Biogas fired engine, coupled with Biogas technology for co-digesting agriculture residues, manure and other bio waste as may be approved by MNRE.

**70. Capital Cost**

The normative capital cost for the biogas based power shall be Rs. 1185.76 Lakh/MW (FY 2017-18 during first year of Control Period) and will remain valid for the entire duration of the control period unless reviewed earlier by the Commission After taking into account of capital subsidy of Rs. 300 Lakhs/MW, net project cost is Rs. 885.76 Lakh/MW.

**71. Plant Load Factor**

Threshold PLF for determining fixed charge component of Tariff shall be 90%.

**72. Auxiliary Consumption**

The auxiliary power consumption factor shall be 12% for the determination of tariff.

**73. Operation and Maintenance Expenses**

(1) Normative O&M expenses for the first year of the Control period i.e. FY 2017-18 shall be Rs. 52.83 Lakh per MW

(2) Normative O&M expenses allowed at the commencement of the Control Period (i.e. FY 2017-18) under these Regulations shall be escalated at the rate of 5.72% per annum.

**74. Specific Fuel Consumption**

Normative specific fuel consumption shall be 3 kg of substrate mix per kWh.

**75. Fuel Cost (Feed stock Price)**

Feed stock price during first year of the Control Period (i.e. FY 2017-18) shall be Rs. 1228.72 /MT and shall be escalated at 5% to arrive at the base price for subsequent years of the Control Period, unless specifically reviewed by Commission. For the purpose of determining levelized tariff, a normative escalation factor of 5% per annum shall be applicable.

000218

**Chapter 11: Technology specific parameters for Power Projects using Municipal Solid Waste / Refuse Derived Fuel and based on Rankine cycle technology**

**76. Technology Aspect**

The norms for tariff determination specified hereunder are for power projects which use municipal solid waste (MSW) and refuse derived fuel (RDF) and are based on Rankine cycle technology application, combustion or incineration, Bio-methanation, Pyrolysis and High end gasifier technologies.

**77. Capital Cost**

The Commission shall determine only project specific capital cost and tariff based on prevailing market trends for MSW/RDF projects.

**78. Plant Load Factor**

(1) Threshold PLF for determining fixed charge component of tariff for the power projects which use MSW and RDF shall be:

	PLF	MSW	RDF
a)	During Stabilisation	65%	65%
b)	During the remaining period of the first year (after stabilization)	65%	65%
c)	From 2 <sup>nd</sup> year onwards	75%	80%

(2) The stabilisation period shall not be more than 6 months from the date of commissioning of the project.

---

**79. Auxiliary Consumption**

The auxiliary power consumption for MSW/RDF based power projects shall be 15%.

**80. Station Heat Rate**

The Station Heat Rate for MSW/RDF based power projects shall be 4200 kcal/kWh.

**81. Operation and Maintenance Expenses**

The Commission shall determine only project specific O&M expenses based on prevailing market trends for MSW/RDF projects.

**82. Calorific Value**

The Calorific Value of the RDF fuel used for the purpose of determination of tariff shall be at 2500 kcal/kg.

**83. Fuel Cost**

RDF price during FY 2017-18 shall be Rs 1,800 per MT and shall be escalated at 5% to arrive at the base price for subsequent years of the Control Period, unless specifically reviewed by Commission. For the purpose of determining levelled tariff, a normative escalation factor of 5% per annum shall be applicable.

No fuel cost shall be considered for determination of tariff for the power projects using MSW.

**84. Deviation from norms**

Tariff for sale of electricity generated from a generating station based on renewable energy sources, may also be agreed between a generating company and a licensee, in deviation from the norms specified in these regulations subject to the conditions that the levellised tariff over the useful life of the project on the basis of the norms in deviation does not exceed the levellised tariff calculated on the basis of the norms specified in these regulations.

**85. Power to Relax**

The Commission may by general or special order, for reasons to be recorded in writing, and after giving an opportunity of hearing to the parties likely to be affected, may relax any of the provisions of these Regulations on its own motion or on an application made before it by an interested person.

Sd/-

**(Sanoj Kumar Jha)**  
**Secretary**

APPENDIX

Form-1.1: Form Template for (Wind Power or Small Hydro Project or Solar PV/Solar thermal)

S.No.	Assumption Head	Sub-Head	Sub-Head(2)	Unit	Parameter
1.	Power Generation	Capacity	Installed Power Generation Capacity Capacity Utilization Factor Commercial Operation Date Useful Life	MW % mm/yyyy years	
2.	Project Cost	Capital Cost/MW	Normative Capital Cost Capital Cost Capital Subsidy, If any Net Capital Cost	Rs. Lakh/MW Rs. Lakh Rs. Lakh Rs. Lakh	
3.	Financial Assumptions	Debt Equity  Debt Component  Equity Component  Depreciation  Incentives	Tariff Period Debt Equity Total Debt Amount Total Equity Amount Loan Amount Moratorium Period Repayment Period (incl. Moratorium) Interest Rate Equity amount Return on Equity for first 10 years Return on Equity 11th year onwards Discount Rate Depreciation Rate for 1st 12 yrs. Depreciation Rate 13th years onward Generation Based Incentives: If any Period for GBI	Years % % % Rs. Lakh Rs. Lacs Years Years % Rs. Lacs % p.a. % p.a. % % % Rs. L.p.a. Years	
4.	Operation & Maintenance	Normative O&M expense O&M expense per annum Escalation factor for O&M expense		Rs. Lakh/MW  Rs. Lakh  %	
5.	Working Capital	O&M expense Maintenance Spare Receivables Interest on Working Capital	(% of O&M expenses)	Month s % Month s % p.a.	



000222

## Form-1.2: Form Template for (Biomass Power, Municipal Solid Waste, Refuse Derived Fuel or Non-fossil fuel based Cogen)

S.No.	Assumption Head	Sub-Head	Sub-Head(2)	Unit	Parameter
1.	Power Generation	Capacity	Installed Power Generation Capacity Auxiliary Consumption factor PLF(during stabilisation upto 6 months) PLF (during 1st year stabilisation) PLF (2nd year onwards) Commercial Operation Date Useful Life	MW % % % num/yyyy Years	
2.	Project Cost	Capital Cost/MW	Normative Capital Cost Capital Cost Capital Subsidy, If any Net Capital Cost	Rs. Lakh/MW Rs. Lakh Rs. Lakh	
3.	Financial Assumptions	Debt Equity  Debt Component  Equity Component  Depreciation  Incentives	Tariff Period Debt Equity Total Debt Amount Total Equity Amount Loan Amount Moratorium Period Repayment Period (incld Moratorium) Interest Rate Equity amount Return on Equity for first 10 years Return on Equity 11th year onwards Discount Rate Depreciation Rate for 1st 12 yrs. Depreciation Rate 13th years onward Generation Based Incentives, If any Period for GBI	Years % % % Rs. Lakh Rs. Lacs Years Years Years % Rs. Lacs % p.a. % p.a. % % % Rs. L p.a. Years	
4.	Operation & Maintenance	Normative O&M expense O&M expense per annum Escalation factor for O&M expense		Rs. Lakh/MW Rs. Lakh	

5.	Working Capital	O&M expense Maintenance Spare Receivables Interest on Working Capital	(% of O&M expenses)	Months % Months % p.a.	
[6.	Fuel related assumptions	Station Heat Rate  Fuel types & mix	During stabilisation post stabilisation Biomass fuel type-1 Biomass fuel type-2 Municipal Solid Waste fuel Refuse Derived Fuel fossil fuel (coal) GCV of Biomass fuel type-1 GCV of Biomass fuel type-2 GCV of Municipal Solid Waste fuel GCV of Refuse Derived Fuel GCV of fossil fuel (coal) Biomass Price (fuel type-1)/yr-1 Biomass Price (fuel type-2)/yr-1 Municipal Solid Waste Price /yr-1 Refuse Derived Fuel Price / yr-1 fossil fuel price (coal) : yr-1 fuel price escalation factor	kCal/Kwh kCal/Kwh % % % % % kCal/Kwh kCal/Kwh kCal/Kwh kCal/Kwh kCal/Kwh Rs/MT Rs/MT Rs/MT Rs/MT Rs/MT % p.a.] <sup>637</sup>	





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**Form I.1**

Sl. No	Assumption Head	Sub-Head (1)	Sub-Head (2)	Unit	Parameter
					Values
1	Power Generation	Capacity	Installed Power Generation Capacity	MW	2.1
			Capacity Utilization Factor	%	33.00%
			Commercial Operation Date	mm/yyyy	1-Aug-19
			Useful Life	Years	25
			Normative	Rs. lakh / MW	787.92
			Capital Cost	Rs. lakh	1,655
			Capital Subsidy, if any	Rs. lakh	
			Net Capital Cost	Rs. lakh	1,655
			Tariff Period	Years	25
			Debt	%	70
2	Project Cost	Capital Cost / MW	Equity	%	30
			Total Debt Amount	Rs. lakh	1158
			Total Equity Amount	Rs. lakh	496
			Loan Amount	Rs. lakh	1158
			Moratorium Period	Years	0
			Repayment Period (incl'd Moratorium)	Years	13
			Interest Rate	%	10.12%
			Equity amount	Rs. lakh	496
			Return on Equity for First 10 years	% P.a	17.30%
			Return on Equity 11th year onwards	% P.a	17.30%
3	Financial Assumptions	Debt Component	Discount Rate	%	9.22%
			Depreciation	%	5.28%
			Incentives	Rs. lakh P.a	1.78%
			Normative O&M Expenses	Rs. lakh / MW	10.71
			O&M Expenses per annum	Rs. lakh	22.48
			Escalation factor for O&M Expenses	%	5.72%
			Maintenance Spare	Months	1
			Receivables	%	15%
			Interest on Working Capital	Months	2
4	Operation & Maintenance	Equity Component	Depreciation Rate for first 13 years	%	5.28%
			Depreciation Rate 14th year onwards	%	1.78%
			Generation Based incentives, if any	Rs. lakh P.a	
			Period for GBI	Years	
			Normative O&M Expenses	Rs. lakh / MW	10.71
			O&M Expenses per annum	Rs. lakh	22.48
			Escalation factor for O&M Expenses	%	5.72%
			Maintenance Spare	Months	1
			Receivables	%	15%
			Interest on Working Capital	Months	2
5	Working Capital	Debt Component	Discount Rate	%	9.22%
			Depreciation	%	5.28%
			Incentives	Rs. lakh P.a	1.78%
			Normative O&M Expenses	Rs. lakh / MW	10.71
			O&M Expenses per annum	Rs. lakh	22.48
			Escalation factor for O&M Expenses	%	5.72%
			Maintenance Spare	Months	1
			Receivables	%	15%
			Interest on Working Capital	Months	2

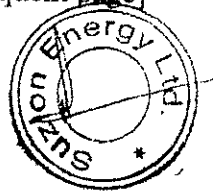


**Annexure - 1**  
**Micrositing layout for 234 locations forming part of Project 1**  
**And**  
**Energy Yield Reports**

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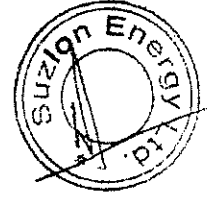


Energy Prognosis - Estimated Annual Energy Generation

Estimated Generation at Lakhpat Site  
 (Based on Balyavo Suzlon Mast; Data Period - From Apr 2012 to Mar 2013)

Record No : WRD/F/FMX/GJ/17-18/103/179  
 Date: 15-Jan-2018

Energy Capture Summary	
Project :	Lakhpat
Wind turbine type :	S111
Turbine Capacity :	2100 KW
Hub height :	140 m
Number of turbines :	110
Site capacity :	231 MW
Estimated annual net energy production -P(50) :	8900 lac units
Estimated annual net energy production / WTG - P(50) :	80.91 lac units



Note : This estimation is based on the present layout. Any addition of further WTG's around the present layout can affect the estimated generation.

Sr. No	Loc. No.	Turbine Co-ordinate [m]		42 Q Elevation [m]	Wake Loss [%]	P(50) Gen. Post Wake & ADC [Lac units]	OCF	Assumptions (Annual)			Net Est. Annual Gen. P50 [Lac units]
		UTM Zone : Easting	UTM Zone : Northing					MA	GA	ESL	
1	LKTGJ100	471260	2627103	25	5.67	90.21	1.0%	97.5%	99.0%	4.5%	82.33
2	LKTGJ101	471327	2626392	21	5.54	88.73	1.5%	97.5%	99.0%	4.5%	80.57
3	LKTGJ102	471482	2625856	25	5.86	88.27	1.0%	97.5%	99.0%	4.5%	80.55
4	LKTGJ103	471635	2625277	26	5.80	87.93	1.0%	97.5%	99.0%	4.5%	80.24
5	LKTGJ104	472006	2624777	25	5.63	87.41	1.0%	97.5%	99.0%	4.5%	79.77
6	LKTGJ105	472328	2624170	32	5.49	87.88	1.0%	97.5%	99.0%	4.5%	80.20
7	LKTGJ106	472604	2623700	26	5.74	86.62	1.0%	97.5%	99.0%	4.5%	79.05
8	LKTGJ107	472738	2623070	24	6.02	85.87	1.0%	97.5%	99.0%	4.5%	78.36
9	LKTGJ108	473148	2622595	26	5.83	85.85	1.0%	97.5%	99.0%	4.5%	78.35
10	LKTGJ113	474393	2622773	35	6.52	86.63	1.0%	97.5%	99.0%	4.5%	79.06
11	LKTGJ114	474267	2623372	34	6.51	87.01	1.0%	97.5%	99.0%	4.5%	79.40
12	LKTGJ115	473842	2623845	27	6.84	85.99	1.0%	97.5%	99.0%	4.5%	78.47
13	LKTGJ116	473663	2624420	22	7.01	85.41	1.0%	97.5%	99.0%	4.5%	77.94
14	LKTGJ117	473223	2625034	22	6.98	85.46	1.0%	97.5%	99.0%	4.5%	77.99
15	LKTGJ118	472838	2626029	16	7.40	84.71	1.0%	97.5%	99.0%	4.5%	77.31
16	LKTGJ119	472532	2626552	16	7.56	84.70	1.0%	97.5%	99.0%	4.5%	77.30
17	LKTGJ129	472831	2630211	14	6.02	88.89	2.5%	97.5%	99.0%	4.5%	79.89
18	LKTGJ130	473065	2629681	18	6.65	88.11	1.5%	97.5%	99.0%	4.5%	80.00
19	LKTGJ131	472490	2628876	16	6.30	88.06	1.5%	97.5%	99.0%	4.5%	79.96
20	LKTGJ132	472673	2628125	16	5.79	87.55	1.5%	97.5%	99.0%	4.5%	79.49
21	LKTGJ133	473065	2627600	20	5.70	88.33	1.0%	97.5%	99.0%	4.5%	80.61
22	LKTGJ134	473459	2627230	20	6.64	86.99	1.0%	97.5%	99.0%	4.5%	79.39
23	LKTGJ135	474062	2626749	19	6.49	86.74	1.0%	97.5%	99.0%	4.5%	79.16
24	LKTGJ136	474197	2626200	25	6.51	87.69	1.0%	97.5%	99.0%	4.5%	80.03
25	LKTGJ137	474654	2625812	25	6.39	87.24	1.0%	97.5%	99.0%	4.5%	79.61
26	LKTGJ138	474865	2625232	20	6.55	85.52	1.0%	97.5%	99.0%	4.5%	78.05
27	LKTGJ139	475636	2624371	22	5.93	85.92	1.0%	97.5%	99.0%	4.5%	78.41
28	LKTGJ140	476481	2624094	29	5.66	86.22	1.0%	97.5%	99.0%	4.5%	78.68
29	LKTGJ141	476544	2623382	35	5.49	87.42	1.0%	97.5%	99.0%	4.5%	79.78
30	LKTGJ142	476648	2622726	35	5.40	86.89	1.0%	97.5%	99.0%	4.5%	79.30
31	LKTGJ151	478948	2622349	41	3.97	88.17	1.0%	97.5%	99.0%	4.5%	80.46
32	LKTGJ152	478660	2622881	37	4.46	87.05	1.0%	97.5%	99.0%	4.5%	79.44
33	LKTGJ153	476490	2625849	24	5.97	85.96	1.0%	97.5%	99.0%	4.5%	78.45
34	LKTGJ154	475750	2626558	21	6.57	85.91	1.0%	97.5%	99.0%	4.5%	78.40
35	LKTGJ155	475287	2627703	19	6.58	86.25	1.0%	97.5%	99.0%	4.5%	78.71
36	LKTGJ156	475076	2628227	30	6.07	88.23	1.0%	97.5%	99.0%	4.5%	80.52
37	LKTGJ157	474824	2629192	34	5.25	89.81	1.0%	97.5%	99.0%	4.5%	81.96
38	LKTGJ158	474342	2629872	22	6.30	87.97	1.5%	97.5%	99.0%	4.5%	79.88
39	LKTGJ159	474177	2630453	21	6.36	88.15	1.5%	97.5%	99.0%	4.5%	80.04
40	LKTGJ160	473769	2631155	20	5.69	89.81	1.5%	97.5%	99.0%	4.5%	81.55
41	LKTGJ161	472937	2631767	16	6.33	90.08	1.5%	97.5%	99.0%	4.5%	81.79
42	LKTGJ163	472468	2634292	5	1.92	96.75	1.5%	97.5%	99.0%	4.5%	87.85
43	LKTGJ164	472903	2633780	10	3.81	95.04	1.5%	97.5%	99.0%	4.5%	86.30
44	LKTGJ165	473127	2633250	15	4.74	93.97	1.5%	97.5%	99.0%	4.5%	85.32
45	LKTGJ166	473278	2632678	19	5.12	92.70	2.5%	97.5%	99.0%	4.5%	83.32
46	LKTGJ167	474014	2632413	25	5.85	92.24	1.5%	97.5%	99.0%	4.5%	83.75
47	LKTGJ168	475095	2631236	31	6.07	90.40	1.5%	97.5%	99.0%	4.5%	82.08
48	LKTGJ169	475745	2629059	30	7.00	87.17	1.0%	97.5%	99.0%	4.5%	79.55
49	LKTGJ170	476528	2628491	21	6.62	86.16	1.5%	97.5%	99.0%	4.5%	78.23
50	LKTGJ171	477166	2627839	25	5.41	86.90	1.0%	97.5%	99.0%	4.5%	79.30
51	LKTGJ172	477381	2626678	26	5.64	86.51	1.0%	97.5%	99.0%	4.5%	78.95

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52	LKTGJ173	477703	2626043	31	5.54	86.26	1.0%	97.5%	99.0%	4.5%	78.72
53	LKTGJ174	477683	2625321	32	5.48	86.39	1.0%	97.5%	99.0%	4.5%	78.84
54	LKTGJ175	478235	2624946	34	4.99	88.46	1.0%	97.5%	99.0%	4.5%	80.73
55	LKTGJ176	478546	2624453	41	4.37	88.73	1.0%	97.5%	99.0%	4.5%	80.97
56	LKTGJ177	478883	2624013	46	4.13	89.11	1.5%	97.5%	99.0%	4.5%	80.91
57	LKTGJ178	479510	2623687	54	4.83	88.07	1.5%	97.5%	99.0%	4.5%	79.97
58	LKTGJ179	480261	2623221	44	4.71	87.62	1.5%	97.5%	99.0%	4.5%	79.56
59	LKTGJ180	480491	2622682	46	4.85	87.07	1.5%	97.5%	99.0%	4.5%	79.06
60	LKTGJ181	480764	2622144	46	4.94	87.07	1.5%	97.5%	99.0%	4.5%	78.86
61	LKTGJ185	481841	2622125	50	5.00	87.29	2.0%	97.5%	99.0%	4.5%	79.77
62	LKTGJ190	477535	2629189	25	5.83	90.73	1.5%	97.5%	99.0%	4.5%	82.38
63	LKTGJ191	476824	2629793	49	6.07	88.18	1.0%	97.5%	99.0%	4.5%	80.47
64	LKTGJ192	476135	2630208	38	6.56	89.58	1.5%	97.5%	99.0%	4.5%	81.34
65	LKTGJ193	476658	2630657	44	6.91	92.39	1.5%	97.5%	99.0%	4.5%	82.90
66	LKTGJ194	476144	2631162	39	5.52	92.25	1.5%	97.5%	99.0%	4.5%	81.89
67	LKTGJ195	475704	2631112	37	5.55	92.67	1.5%	97.5%	99.0%	4.5%	84.14
68	LKTGJ196	474867	2633327	20	5.52	96.07	1.5%	97.5%	99.0%	4.5%	87.23
69	LKTGJ197	474164	2634008	9	5.15	98.36	1.5%	97.5%	99.0%	4.5%	89.31
70	LKTGJ198	473763	2634510	14	3.76	91.83	1.5%	97.5%	99.0%	4.5%	86.00
71	LKTGJ199	473526	2635028	10	1.89	96.03	2.0%	97.5%	99.0%	4.5%	83.38
72	LKTGJ200	475276	2634779	8	3.83	95.08	1.5%	97.5%	99.0%	4.5%	86.75
73	LKTGJ201	475501	2634223	11	4.88	92.40	1.5%	97.5%	99.0%	4.5%	83.90
74	LKTGJ202	476405	2633671	35	3.79	89.64	1.5%	97.5%	99.0%	4.5%	81.39
75	LKTGJ203	476340	2632940	40	4.81	88.24	1.5%	97.5%	99.0%	4.5%	80.03
76	LKTGJ204	476825	2632293	36	5.55	87.47	1.5%	97.5%	99.0%	4.5%	79.42
77	LKTGJ205	478116	2631071	39	5.28	87.41	2.5%	97.5%	99.0%	4.5%	78.56
78	LKTGJ206	478918	2629223	26	5.04	85.15	2.5%	97.5%	99.0%	4.5%	76.53
79	LKTGJ207	479015	2628598	30	5.69	85.79	2.5%	97.5%	99.0%	4.5%	77.11
80	LKTGJ208	483409	2621896	60	5.89	85.55	2.5%	97.5%	99.0%	4.5%	76.89
81	LKTGJ209	483538	2621274	57	6.77	87.38	2.5%	97.5%	99.0%	4.5%	78.53
82	LKTGJ210	483773	2620744	60	5.97	89.49	1.5%	97.5%	99.0%	4.5%	81.26
83	LKTGJ216	484434	2627584	55	5.65	89.70	1.5%	97.5%	99.0%	4.5%	81.45
84	LKTGJ217	483860	2623038	57	4.62	90.42	1.5%	97.5%	99.0%	4.5%	82.10
85	LKTGJ218	481970	2626850	48	5.05	89.63	1.5%	97.5%	99.0%	4.5%	81.38
86	LKTGJ219	480994	2627376	47	4.56	93.44	2.0%	97.5%	99.0%	4.5%	84.41
87	LKTGJ220	480938	2628308	47	4.40	92.32	1.5%	97.5%	99.0%	4.5%	83.83
88	LKTGJ221	480872	2628945	39	4.04	89.99	1.5%	97.5%	99.0%	4.5%	81.71
89	LKTGJ222	480258	2629491	55	4.78	92.44	1.5%	97.5%	99.0%	4.5%	83.93
90	LKTGJ223	480029	2629941	42	4.59	92.44	1.5%	97.5%	99.0%	4.5%	84.71
91	LKTGJ224	479759	2630733	26	3.98	91.44	2.0%	97.5%	99.0%	4.5%	82.60
92	LKTGJ225	479179	2631127	35	4.17	94.38	2.0%	97.5%	99.0%	4.5%	85.26
93	LKTGJ226	478179	2631981	40	4.24	89.12	1.5%	97.5%	99.0%	4.5%	80.92
94	LKTGJ227	477596	2633031	31	5.45	85.47	1.5%	97.5%	99.0%	4.5%	78.51
95	LKTGJ228	478149	2633998	26	3.38	87.55	1.5%	97.5%	99.0%	4.5%	79.49
96	LKTGJ229	481909	2628206	47	5.29	89.02	2.5%	97.5%	99.0%	4.5%	80.01
97	LKTGJ230	482384	2627619	36	5.50	89.68	2.5%	97.5%	99.0%	4.5%	80.60
98	LKTGJ231	485070	2624086	71	4.86	88.98	2.5%	97.5%	99.0%	4.5%	79.97
99	LKTGJ232	484796	2624619	70	4.28	89.78	2.5%	97.5%	99.0%	4.5%	80.69
100	LKTGJ233	484461	2625284	65	4.03	89.52	2.5%	97.5%	99.0%	4.5%	80.46
101	LKTGJ234	484305	2625875	57	3.85	91.90	2.5%	97.5%	99.0%	4.5%	82.50
102	LKTGJ235	484134	2626459	58	3.81	89.22	2.0%	97.5%	99.0%	4.5%	80.50
103	LKTGJ236	483553	2627684	55	5.65	89.19	2.0%	97.5%	99.0%	4.5%	80.57
104	LKTGJ237	483423	2628320	63	5.79	91.04	2.0%	97.5%	99.0%	4.5%	82.24
105	LKTGJ238	483790	2628941	42	5.39	91.27	1.5%	97.5%	99.0%	4.5%	82.87
106	LKTGJ239	483165	2629555	36	4.74	89.38	1.5%	97.5%	99.0%	4.5%	81.16
107	LKTGJ240	483310	2630302	32	3.98	94.59	1.5%	97.5%	99.0%	4.5%	85.89
108	LKTGJ245	484494	2629225	59	5.82						
109	LKTGJ246	484664	2628478	54	5.94						
110	LKTGJ247	484665	2627753	83	5.15						8.900

Average Annual Estimated Generation (20 Years) - P(50) = 80.90 lac kWh

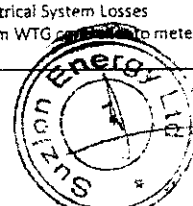
Average Annual Estimated Generation (20 Years) - P(75) = 76.21 lac kWh

Average Annual Estimated Generation (20 Years) - P(90) = 71.96 lac kWh

OCF : Correction Factor  
ADCF : Correction

MA : Machine Availability  
GA : Grid Availability

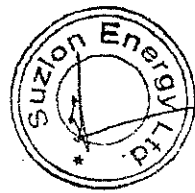
ESL : Electrical System Losses  
[from WTG to metering point]



Estimated Generation at Lakhpat Site  
(Based on Motl Chher Suzlon Mast; Data Period - From Apr 2012 to Mar 2013)

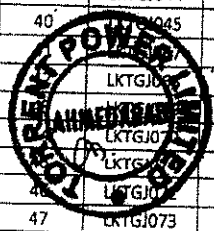
Record No : WRD/F/FMX/GJ/17-18/103/178  
Date: 15-Jan-2018

Energy Capture Summary	
Project :	Lakhpat
Wind turbine type :	S111
Turbine Capacity :	2100 KW
Hub height :	140 m
Number of turbines :	79
Site capacity :	165.9 MW
Estimated annual net energy production -P(50) :	6582 lac units
Estimated annual net energy production / WTG - P(50) :	83.31 lac units



Note : This estimation is based on the present layout. Any addition of further WTG's around the present layout can affect the estimated generation.

Sr. No	Loc. No.	Turbine Co-ordinate [m]		#Z Q	Wake Loss [%]	P(50) Gen. Post Wake & ADC [Lac units]	OCF	Assumptions (Annual)			Net Est. Annual Gen. P50 [Lac units]
		UTM Zone : Easting	UTM Zone : Northing					Elevation [m]	MA	GA	
1	LKTGJ001	459273	2621521	9	0.60	97.28	2.0%	97.5%	99.0%	4.5%	87.88
2	LKTGJ002	459504	2620965	15	1.27	96.22	2.0%	97.5%	99.0%	4.5%	86.92
3	LKTGJ003	460093	2620349	21	1.76	95.11	2.500%	97.5%	99.0%	4.5%	85.48
4	LKTGJ004	461650	2620678	25	3.30	93.66	1.500%	97.5%	99.0%	4.5%	85.04
5	LKTGJ005	461100	2621069	25	3.42	94.45	1.500%	97.5%	99.0%	4.5%	85.76
6	LKTGJ006	460827	2621808	25	3.08	96.97	1.500%	97.5%	99.0%	4.5%	88.05
7	LKTGJ007	460393	2622290	16	1.90	97.10	1.500%	97.5%	99.0%	4.5%	88.17
8	LKTGJ008	461982	2623385	10	2.25	95.38	2.0%	97.5%	99.0%	4.5%	86.16
9	LKTGJ009	462393	2622805	11	3.87	92.47	2.0%	97.5%	99.0%	4.5%	83.54
10	LKTGJ010	462888	2622310	10	4.15	90.94	2.0%	97.5%	99.0%	4.5%	82.15
11	LKTGJ011	463077	2621656	10	4.27	89.87	2.0%	97.5%	99.0%	4.5%	81.19
12	LKTGJ012	462916	2620879	15	4.04	90.57	2.0%	97.5%	99.0%	4.5%	81.82
13	LKTGJ013	463952	2620524	15	2.83	90.91	2.0%	97.5%	99.0%	4.5%	82.13
14	LKTGJ014	464255	2619854	22	2.70	91.49	1.500%	97.5%	99.0%	4.5%	83.07
15	LKTGJ015	464093	2619209	25	2.75	91.31	2.500%	97.5%	99.0%	4.5%	82.07
16	LKTGJ018	466103	2620023	28	4.72	88.99	1.500%	97.5%	99.0%	4.5%	80.80
17	LKTGJ019	465352	2620805	21	4.94	89.05	1.500%	97.5%	99.0%	4.5%	80.86
18	LKTGJ020	464944	2621227	15	4.74	88.94	2.0%	97.5%	99.0%	4.5%	80.35
19	LKTGJ021	464785	2621789	14	4.57	88.80	2.0%	97.5%	99.0%	4.5%	80.22
20	LKTGJ022	464876	2622661	18	4.44	91.01	1.500%	97.5%	99.0%	4.5%	82.64
21	LKTGJ023	464173	2623500	8	4.76	90.16	1.500%	97.5%	99.0%	4.5%	81.86
22	LKTGJ024	463948	2624057	5	4.92	90.81	1.500%	97.5%	99.0%	4.5%	82.45
23	LKTGJ025	462710	2624111	6	2.32	94.88	1.500%	97.5%	99.0%	4.5%	86.15
24	LKTGJ026	464397	2624775	5	4.27	91.38	2.500%	97.5%	99.0%	4.5%	82.13
25	LKTGJ027	465380	2624563	20	5.47	91.24	2.500%	97.5%	99.0%	4.5%	82.00
26	LKTGJ028	465583	2623749	10	5.27	88.32	1.500%	97.5%	99.0%	4.5%	80.19
27	LKTGJ029	466409	2621490	19	5.91	87.48	1.500%	97.5%	99.0%	4.5%	79.43
28	LKTGJ030	466556	2620863	22	5.47	88.08	1.500%	97.5%	99.0%	4.5%	79.98
29	LKTGJ034	467556	2621590	20	6.43	86.46	1.500%	97.5%	99.0%	4.5%	78.50
30	LKTGJ035	467494	2622338	20	5.07	88.74	1.500%	97.5%	99.0%	4.5%	80.57
31	LKTGJ036	465397	2625555	16	3.98	93.57	2.500%	97.5%	99.0%	4.5%	84.10
32	LKTGJ037	464611	2625940	6	2.30	95.28	2.500%	97.5%	99.0%	4.5%	85.63
33	LKTGJ038	464386	2626497	10	1.91	97.40	2.500%	97.5%	99.0%	4.5%	87.54
34	LKTGJ039	464161	2627053	5	1.17	98.20	2.500%	97.5%	99.0%	4.5%	88.26
35	LKTGJ040	466608	2625373	20	5.59	90.62	2.500%	97.5%	99.0%	4.5%	81.45
36	LKTGJ041	467018	2624751	25	5.34	90.53	2.500%	97.5%	99.0%	4.5%	81.37
37	LKTGJ042	467571	2624336	26	5.18	90.11	1.500%	97.5%	99.0%	4.5%	81.82
38	LKTGJ043	467622	2623642	26	4.69	90.12	1.500%	97.5%	99.0%	4.5%	81.83
39	LKTGJ044	468339	2623396	26	5.60	88.70	1.500%	97.5%	99.0%	4.5%	80.54
40	LKTGJ045	469046	2622525	25	5.29	87.69	1.500%	97.5%	99.0%	4.5%	79.62
	LKTGJ046	470415	2623514	34	5.09	89.06	1.500%	97.5%	99.0%	4.5%	80.87
	LKTGJ047	470104	2624286	25	5.59	88.17	1.500%	97.5%	99.0%	4.5%	80.06
	LKTGJ048	468678	2624384	26	6.49	88.18	1.500%	97.5%	99.0%	4.5%	80.07
	LKTGJ049	467883	2625461	25	6.25	89.86	2.500%	97.5%	99.0%	4.5%	80.76
	LKTGJ050	467511	2626076	23	5.84	91.30	2.500%	97.5%	99.0%	4.5%	82.06
	LKTGJ051	467105	2626660	21	4.95	92.85	2.500%	97.5%	99.0%	4.5%	83.45
	LKTGJ073	466067	2626854	17	4.56	94.05	2.500%	97.5%	99.0%	4.5%	84.53
	LKTGJ074	465497	2627271	14	4.17	95.22	2.500%	97.5%	99.0%	4.5%	85.58



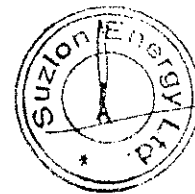
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50	LKTGJ075	465633	2628137	15	3.07	96.50	2.500%	97.5%	99.0%	4.5%	86.73
	LKTGJ076	465951	2628858	13	2.71	96.73	2.500%	97.5%	99.0%	4.5%	88.02
51	LKTGJ077	465283	2629173	9	1.48	97.93	2.500%	97.5%	99.0%	4.5%	88.43
52	LKTGJ078	465158	2629764	7	1.14	98.39	2.500%	97.5%	99.0%	4.5%	89.82
53	LKTGJ079	465029	2630359	5	0.50	98.51	1.500%	97.5%	99.0%	4.5%	89.51
54	LKTGJ080	466468	2631601	5	0.82	98.58	1.500%	97.5%	99.0%	4.5%	88.09
55	LKTGJ081	466875	2631060	6	2.16	97.02	1.500%	97.5%	99.0%	4.5%	87.37
56	LKTGJ082	467046	2630485	8	2.99	96.17	1.500%	97.5%	99.0%	4.5%	85.63
57	LKTGJ083	467196	2629725	12	3.80	95.27	2.500%	97.5%	99.0%	4.5%	84.84
58	LKTGJ084	467419	2629155	13	4.20	94.40	2.500%	97.5%	99.0%	4.5%	84.77
59	LKTGJ085	467315	2628480	16	4.40	94.32	2.500%	97.5%	99.0%	4.5%	84.17
60	LKTGJ086	467421	2627718	17	4.53	93.65	2.500%	97.5%	99.0%	4.5%	81.64
61	LKTGJ087	468255	2627500	12	5.38	90.83	2.500%	97.5%	99.0%	4.5%	80.93
62	LKTGJ088	468402	2626823	16	5.89	90.04	2.500%	97.5%	99.0%	4.5%	80.22
63	LKTGJ089	468939	2626343	15	6.49	88.35	1.500%	97.5%	99.0%	4.5%	80.54
64	LKTGJ090	469197	2625749	21	6.11	88.70	1.500%	97.5%	99.0%	4.5%	80.42
65	LKTGJ091	469459	2625193	25	6.00	88.57	1.500%	97.5%	99.0%	4.5%	79.19
66	LKTGJ092	469843	2627085	9	6.64	87.22	1.500%	97.5%	99.0%	4.5%	85.97
67	LKTGJ094	468158	2631256	5	3.96	94.68	1.500%	97.5%	99.0%	4.5%	83.66
68	LKTGJ095	469166	2630191	6	4.80	92.14	1.500%	97.5%	99.0%	4.5%	82.46
69	LKTGJ096	469667	2629723	8	4.48	92.14	1.500%	97.5%	99.0%	4.5%	81.77
70	LKTGJ097	469822	2629018	7	4.67	90.82	1.500%	97.5%	99.0%	4.5%	80.97
71	LKTGJ098	470844	2628685	14	5.49	90.52	2.0%	97.5%	99.0%	4.5%	79.91
72	LKTGJ099	471028	2627965	16	6.14	89.18	1.500%	97.5%	99.0%	4.5%	81.22
73	LKTGJ120	471457	2629371	10	6.39	88.46	2.0%	97.5%	99.0%	4.5%	81.81
74	LKTGJ121	471093	2629867	10	5.52	89.91	2.0%	97.5%	99.0%	4.5%	84.54
75	LKTGJ122	470771	2630534	6	5.38	90.56	2.0%	97.5%	99.0%	4.5%	86.71
76	LKTGJ123	469511	2631129	6	4.16	93.58	2.0%	97.5%	99.0%	4.5%	83.33
77	LKTGJ124	469455	2632028	8	3.00	95.98	2.0%	97.5%	99.0%	4.5%	81.33
78	LKTGJ127	471750	2631617	10	4.56	92.24	2.0%	97.5%	99.0%	4.5%	6,582
79	LKTGJ128	472087	2630770	11	5.72	90.03	2.0%	97.5%	99.0%	4.5%	

Average Annual Estimated Generation (20 Years) - P(50) = 83.30 lac kWh

Average Annual Estimated Generation (20 Years) - P(75) = 78.44 lac kWh

Average Annual Estimated Generation (20 Years) - P(90) = 74.08 lac kWh

OCF : Other Correction Factor  
ADC : Air Density CorrectionMA : Machine Availability  
GA : Grid AvailabilityESL : Electrical System Losses  
[from WTG controller to metering point]

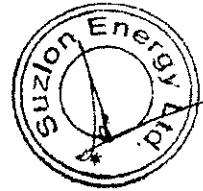


Energy Prognosis - Estimated Annual Energy Generation

Estimated Generation at Lakhpat Site  
(Based on Panadra Suzlon Mast; Data Period - From Apr 2012 to Mar 2013)

Record No: WRD/F/FMX/GJ/17-18/103/177  
Date: 15-Jan-2018

Energy Capture Summary	
Project :	Lakhpat
Wind turbine type :	S111
Turbine Capacity :	2100 kW
Hub height :	140 m
Number of turbines :	45
Site capacity :	94.5 MW
Estimated annual net energy production -P(50) :	3685 lac units
Estimated annual net energy production / WTG - P(50) :	81.88 lac units



Note : This estimation is based on the present layout. Any addition of further WTG's around the present layout can affect the estimated generation.

Sr. No	Loc. No.	Turbine Co-ordinate [m]			Wake Loss [%]	P(50) Gen. Post Wake & ADC [Lac units]	OCF	Assumptions (Annual)			Net Est. Annual Gen. P50 [Lac units]
		UTM Zone :		Elevation [m]				MA	GA	ESL	
		Easting	Northing								
1	LKTGJ016	464702	2618895	32	2.85	93.20	1.500%	97.5%	99.0%	4.5%	84.62
2	LKTGJ017	466271	2618992	35	3.52	91.94	1.500%	97.5%	99.0%	4.5%	83.48
3	LKTGJ031	467098	2619784	30	5.04	89.88	2.0%	97.5%	99.0%	4.5%	81.20
4	LKTGJ032	468432	2619976	32	4.78	89.96	2.0%	97.5%	99.0%	4.5%	81.27
5	LKTGJ033	468716	2620921	32	5.65	89.21	2.0%	97.5%	99.0%	4.5%	80.59
6	LKTGJ046	469066	2621644	35	5.23	91.11	2.0%	97.5%	99.0%	4.5%	82.31
7	LKTGJ047	469754	2620804	36	5.28	90.14	2.0%	97.5%	99.0%	4.5%	81.43
8	LKTGJ048	469815	2619991	40	4.01	91.38	1.5%	97.5%	99.0%	4.5%	82.97
9	LKTGJ049	471261	2618297	38	1.90	92.17	1.0%	97.5%	99.0%	4.5%	84.11
10	LKTGJ050	471529	2617766	35	1.95	91.55	1.0%	97.5%	99.0%	4.5%	83.55
11	LKTGJ051	471765	2617133	41	1.99	92.45	1.0%	97.5%	99.0%	4.5%	84.37
12	LKTGJ052	472167	2616630	46	2.23	92.41	1.0%	97.5%	99.0%	4.5%	84.33
13	LKTGJ053	472341	2615719	51	2.10	89.46	1.0%	97.5%	99.0%	4.5%	81.64
14	LKTGJ054	473643	2615905	71	3.35	93.62	1.5%	97.5%	99.0%	4.5%	85.01
15	LKTGJ055	473632	2616522	65	4.81	92.45	1.0%	97.5%	99.0%	4.5%	84.37
16	LKTGJ056	473748	2617105	44	5.67	88.22	1.0%	97.5%	99.0%	4.5%	80.51
17	LKTGJ057	474124	2617636	41	6.69	87.77	1.0%	97.5%	99.0%	4.5%	80.10
18	LKTGJ058	474259	2618286	35	4.56	88.33	1.0%	97.5%	99.0%	4.5%	80.61
19	LKTGJ059	472881	2617905	46	4.97	90.21	1.0%	97.5%	99.0%	4.5%	82.33
20	LKTGJ060	473215	2618739	45	3.87	90.84	1.0%	97.5%	99.0%	4.5%	82.90
21	LKTGJ061	472148	2620019	38	3.72	89.35	1.0%	97.5%	99.0%	4.5%	81.54
22	LKTGJ062	470991	2620748	44	5.70	90.60	1.5%	97.5%	99.0%	4.5%	82.26
23	LKTGJ063	472350	2620896	35	4.63	89.58	1.5%	97.5%	99.0%	4.5%	81.34
24	LKTGJ064	471617	2621504	33	6.08	88.66	1.5%	97.5%	99.0%	4.5%	80.50
25	LKTGJ065	471204	2622063	40	5.01	91.66	2.0%	97.5%	99.0%	4.5%	82.80
26	LKTGJ066	470558	2622504	35	5.41	90.65	2.0%	97.5%	99.0%	4.5%	81.89
27	LKTGJ109	473315	2622015	32	6.25	87.97	1.5%	97.5%	99.0%	4.5%	79.88
28	LKTGJ110	474906	2621038	35	4.43	89.07	1.5%	97.5%	99.0%	4.5%	80.87
29	LKTGJ111	474876	2621675	32	4.58	88.88	1.5%	97.5%	99.0%	4.5%	80.70
30	LKTGJ112	474580	2622239	32	5.65	88.77	1.5%	97.5%	99.0%	4.5%	80.60
31	LKTGJ143	478815	2618597	51	2.89	91.39	1.5%	97.5%	99.0%	4.5%	82.98
32	LKTGJ144	478980	2618010	57	3.20	90.22	1.5%	97.5%	99.0%	4.5%	81.92
33	LKTGJ145	480159	2618871	55	4.91	89.73	1.5%	97.5%	99.0%	4.5%	81.47
34	LKTGJ146	479899	2619398	50	4.72	90.55	1.5%	97.5%	99.0%	4.5%	82.22
35	LKTGJ147	479844	2620097	45	3.61	90.87	2.0%	97.5%	99.0%	4.5%	82.09
36	LKTGJ148	479559	2620655	46	3.11	91.30	2.0%	97.5%	99.0%	4.5%	82.48
37	LKTGJ149	479334	2621212	48	3.15	92.12	1.5%	97.5%	99.0%	4.5%	83.64
38	LKTGJ150	479110	2621768	46	3.37	91.92	1.5%	97.5%	99.0%	4.5%	83.46
39	LKTGJ182	480895	2620872	51	5.68	88.99	1.5%	97.5%	99.0%	4.5%	80.80
40	LKTGJ183	481120	2620315	47	5.91	87.64	1.5%	97.5%	99.0%	4.5%	79.58
41	LKTGJ184	481508	2619825	47	5.69	87.71	2.0%	97.5%	99.0%	4.5%	79.24
42	LKTGJ185	481647	2619244	56	5.03	88.71	2.0%	97.5%	99.0%	4.5%	80.14
43	LKTGJ186	481916	2618684	60	3.45	89.20	2.0%	97.5%	99.0%	4.5%	80.58
44	LKTGJ187	482456	2620532	57	6.85	88.03	2.0%	97.5%	99.0%	4.5%	79.52
45	LKTGJ188	482252	2621088	56	6.03	89.15	2.0%	97.5%	99.0%	4.5%	80.54

Average Annual Estimated Generation (20 Years) - P(50) = 81.85 lac kWh

Average Annual Estimated Generation (20 Years) - P(75) = 77.11 lac kWh

Average Annual Estimated Generation (20 Years) - P(90) = 72.82 lac kWh



CF : Other Component Factor

MA : Machine Availability  
GA : Grid Availability

ESL : Electrical System Losses  
[from WTG controller to metering point]

## TRANSMISSION CORPORATION OF ANDHRA PRADESH LIMITED

From:  
Executive Director  
HRD & Planning,  
APTRANSCO, Vidyut Soudha,  
Gunadala, Vijayawada - 520004

To,  
M/s. Suzlon Energy Ltd,  
6-3-1090, C Block, 2<sup>nd</sup> Floor,  
TSR Towers, Rajbhavan Road,  
Somajiguda, Hyderabad-82.

Lr.No.ED/HRD & Plg/EE-RE/DEE-C/F- Axis -Suzlon/D.No: 166 /18, dt: 4 .07.2018

Sir,

Sub: M/s Suzlon Energy Ltd-Construction of 3X500MVA ICTs and its associated bays at Uravakonda 400KV SS-Approval issued – Reg.

Ref: 1) M/s Suzlon Energy Ltd letter dtd.11.06.2018

\* \* \*

Please refer to the letter cited.

APTRANSCO has accorded approval to M/s Suzlon Energy Ltd for financing, constructing and handing over of entire assets after construction to APTRANSCO of 3X500MVA Transformers and associated Bays at the existing 400KV Uravakonda-1 SS, where "Reconfiguration with isolation bus arrangements at 220KV and providing 400/220KV, 3 x 500 MVA PTRs along with 1 x 125 MVAR Bus Reactor in addition to the already commissioned 125 MVAR bus reactor at 400kV bus of existing 400/220kV Uravakonda SS instead of approved Uravakonda-2 SS" has been in-principle approved in the 42<sup>nd</sup> Standing Committee Meeting held on 27.04.2018 at Ernakulam, Kerala and also APTRANSCO has approved this revised evacuation pertaining to 400KV Uravakonda-2 SS.

Hence, you are requested to undertake the construction of new 3X500MVA ICTs and its associated bays as per APTRANSCO drawings and specifications at your cost with the following conditions.

- a) The construction of 3X500MVA ICTs and its associated bays shall be executed in phased manner one after another by M/s Suzlon Energy Ltd.
- b) The assets shall be transferred to APTransco through Gift Deeds.
- c) APTRANSCO to accord connectivity approvals for the balance of capacity with First Right of Refusal to M/s Suzlon Energy Ltd.
- d) APTRANSCO to exempt all charges i.e Supervision Charges, Engineering Charges, Establishment Charges, Incidental Charges etc.
- e) APTRANSCO to provide required land.

f) APTRANSCO to provide Reactor as per requirement.

g) APTRANSCO to provide fast track approvals such as construction, inspection, commissioning approvals and any relevant related work approvals.

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Further, you are requested to submit your consent to the Chief Engineer/400KV Construction/VS/Vijayawada and take up the work.

Yours faithfully,

*B. V. Shanthi Sekh*  
Executive Director 4/7/18  
HRD & Planning

Copy to: Chief Engineer/ 400KV Construction/APTRANSCO/VS/Vijayawada  
Chief Engineer/Construction/APTRANSCO/VS/Vijayawada  
Chief Engineer/Kadapa Zone/APTRANSCO/Kadapa  
Superintending Engineer/OMC/APTRANSCO/Ananthapur

000237



ఆంధ్ర ప్రదేశ్ రాష్ట్రం ANDHRA PRADESH 2107  
 6046 - 258 - SPM VENKAT SALSITHA, DK 28318  
 02/11 - 258 - S. P. WARSING RAO, HYDRABAD  
 S.V RENEWABLE ENERGY  
 CHANDRASEKHAR CH  
 LICENSED STAMP VENDOR  
 No. 10-22/08/1995 - DL No. 10-22/08/1995  
 DL No. 10-1-15/94, Jangam Bazaar, Goling Road  
 TIRUPATI-517 501, Dist. 51722

**POWER PURCHASE AGREEMENT  
 BETWEEN  
 SOUTHERN POWER DISTRIBUTION COMPANY OF A.P. LIMITED  
 AND  
 M/S. SV RENEWABLE ENERGY**

This Power Purchase Agreement (the "Agreement") entered into this day of November 2018 between Southern Power Distribution Company of AP Limited (DISCOM), incorporated by the Government of Andhra Pradesh in accordance with the Andhra Pradesh Electricity Reform Act 1998 (Act No.30 of 1998), under the provisions of Companies Act, 1956, having its office at 19-13-65/A, Ragavendra Nagar, Kesavayana Gunta, Tiruchanour Road Tirupati, Pin-517501, AP, India, hereinafter referred to as the "DISCOM" (which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) as first party, and M/s. SV Renewable Energy, a company incorporated under companies Act, 1956, having registered office at 80/80A, Florida Estate, Keshava Nagar, Mundhwa Pune-411036, Maharashtra State, India, hereinafter referred to as the "Wind Power Producer" (which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) as second party.

For SV RENEWABLE ENERGY  
  
 Authorized Signatory

CHIEF GENERAL MANAGER  
 P & MN & IFC  
 APSPOCL - TIRUPATI



2. WHEREAS, the Wind Power Producer is setting up the New and Renewable Energy Project i.e., the 2.1 MW capacity Wind power project at Amidyala East in Anantapuram District, Andhra Pradesh (hereafter called the Project,) with a proposal of 0.0105 MW for Auxiliary Consumption and 2.0895 MW for export to grid for Sale to DISCOM as detailed in Schedule-I attached herewith, and New and Renewable Energy Development Corporation of Andhra Pradesh Limited hereafter referred to as M/s NREDCAP has accorded approval to the said project in their Proceedings No.NREDCAP/ WE/ Axis/ 503 / 2016, dt.30.05.2016 and NREDCAP/ WE /Axis / 503 /2017/2099, dt.18.12.2017 and the Wind Power Producer has entered into an Agreements with NREDCAP on 06.06.2016 and 18.12.2017 the copies whereof are attached herewith as Schedule-II and Schedule III respectively;
3. WHEREAS, it has been agreed that the Project will be designed, engineered and constructed and operated by or on behalf of the Wind Power Producer or its successors with reasonable diligence subject to all applicable Indian laws, rules, regulations and orders having the force of law;
4. Whereas, the proposed Project is being setup under cluster of Wind power projects proposed at Amidyala East in Anantapuram District, Andhra Pradesh and will be connected to Extra High Voltage (EHV) Pooling Substation to be built for power evacuation from Wind power projects. The Project will share a common metering at line isolator on outgoing feeder on High Voltage (HV) side of the Pooling Substation along with other Wind power projects. The Project will also have a separate metering at Project's switchyard.
5. The terms and conditions of the Agreement are subject to the provisions of the Electricity Act, 2003 (36 of 2003) and the amendments made to the act from time to time, and also subject to regulation by the APERC.
6. Now therefore, in consideration of the foregoing premises and their mutual covenants herein, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto, intending to be legally bound hereby agree as follows:

For SV RENEWABLE ENERGY

  
Authorized Signatory

  
CHIEF GENERAL MANAGER  
P & NW L.P.C.  
APSPDCL - TIRUPATI

**ARTICLE 1**  
**DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings set forth herein below. Defined terms of singular number shall include the plural and vice-versa.

1.1 **APTRANSCO:** Transmission Corporation of Andhra Pradesh Limited, incorporated by the Government of Andhra Pradesh,

1.2 **Billing Date:** means the fifth (5th) day after the Meter Reading Date.

1.3 **Billing Month:** means the period commencing from 25th of the calendar month and ending on the 24th of the next calendar month.

1.4 **Commercial Operation Date (COD):** means, with respect to each Generating unit, the date on which such Generating unit is declared by the Wind Power Producer to be operational, provided that the Wind Power Producer shall not declare a Generating unit to be operational until such Generating unit has completed its performance acceptance test as per standards prescribed.

**Explanation:** In respect of Non-conventional based power projects the date of synchronisation of the first unit of the project will be treated as the Commercial Operation Date of the project.

1.5 **Delivered Energy:** means, with respect to any Billing Month, the kilo watt hours (kWh) of electrical energy generated by the Project and delivered to the DISCOM at the Interconnection Point as defined in Article 1.10, as measured by the common energy meter at the Interconnection Point during that Billing Month. As indicated in the preamble, the delivered energy recorded by the common meter shall be sum of energy delivered by all Wind power projects connected to the Pooling Substation.

**Explanation 1:** For the purpose of clarification, Delivered Energy, excludes all energy consumed in the Project, by the main plant and equipment, lighting and other loads of the Project from the energy generated and as recorded by energy meter at Interconnection Point.

**Explanation 2:** The delivered energy in a Billing Month shall be limited to the energy calculated based on the Capacity agreed for export to network for sale to DISCOM as mentioned in Preamble and Schedule -I, multiplied with number of hours and fraction thereof the project is in operation during that

For **BY RENEWABLE ENERGY**

  
Authorized Signatory

3

  
CHIEF GENERAL MANAGER  
P & M & E  
APSPDCL, TIRUPATI

billing month. In case any excess energy is delivered no payment shall be made for the same.

**Explanation 3:** The Delivered Energy will be equal to energy recorded by the individual meter at Project's switchyard minus apportioned line losses from Project's switchyard to interconnection point and shall be calculated as per the formula mentioned below:

$$\text{Delivered Energy} = X1 - (X1 \times Z \%)$$

Where

X1 is the reading of the energy meter installed at the Project's switchyard.

Z% is the line loss incurred in the transmission line between the Project and the Pooling Substation and shall be:

$$Z = \frac{(X1 + X2 + X3 + X4 + \dots) - Y}{(X1 + X2 + X3 + X4 + \dots)} \times 100$$

Where

Y is the reading of the common energy meter installed at interconnection point. X1, X2, X3, X4 etc. are the readings of the energy meters installed at the various individual Wind power projects being developed/proposed to be set up in the area and connected to the Pooling Substation.

**1.6 Due Date of Payment:** means the date on which the amount payable by the DISCOM to the Wind Power Producer hereunder for Delivered Energy, if any, supplied during a Billing Month becomes due for payment, which date shall be thirty (30) days from the Meter Reading Date provided the bill is received by DISCOM within 5 days from Meter Reading Date, and in the case of any supplemental or other bill or claim, if any, the due date of payment shall be thirty (30) days from the date of the presentation of such bill or claim to the designated officer of the DISCOM.

**1.7 Financial Year:** shall mean, with respect to the initial Fiscal Year, the period beginning on the Commercial Operation Date and ending at 12.00 midnight on the following March 31. Each successive Financial Year shall begin on April 1 and end on the following March 31, except that the final Fiscal Year shall end on the date of expiry of the Term or on termination of this Agreement, whichever is earlier.

**1.8 Installed Capacity:** means the total rated capacity in MW of all the Wind Energy Generators installed by the Wind Power Producer.

For SV RENEWABLE ENERGY

Authorized Signatory

CHIEF GENERAL MANAGER  
P & MM DIPC  
ARSPDCL, THIRUVARUR

**1.9 Interconnection Facilities:** means all the equipment and facilities, including, but not limited to, all metering facilities, switchgear, substation facilities, transmission lines and related infrastructure, to be installed at the voltage specified in Article 1.20 at the Wind Power Producer's expense from time to time throughout the term of this Agreement, necessary to enable the DISCOM to economically, reliably and safely receive Delivered Energy from the Project in accordance with the terms of this Agreement. As indicated in the preamble, the interconnection facilities beyond Project's switchyard shall be common for Wind Power Producer and other Wind power projects connected to the Pooling Substation.

**1.10 Interconnection Point:** means the line isolator on outgoing feeder on HV side of the pooling sub-station i.e., the sub-station at project site of wind farm which consists of step-up transformer(s) and associated switchgear and to the LV side of which, multiple generating unit(s) i.e., wind turbine generators are connected.

**1.11 Meter Reading Date:** means mid-day (i.e., noon) of the 24th (twenty-fourth) day of each calendar month, at the Interconnection Point.

**1.12 Metering Point:** means points where metering shall be provided for Project and shall be as follows:

- (i) Common meter provided at the Interconnection Point for purposes of recording of Delivered Energy of the Project;
- (ii) Individual meter provided at Project's switchyard;
- (iii) Metering point shall include two separate sets of 0.2 / 0.2S class accuracy electronic tri-vector meters as specified in Article 4.1, main meter installed by the Wind Power Producer and the check meter installed by the DISCOM and both sealed by the DISCOM, having facilities to record both export and import of electricity to / from the grid.

**1.13 Project:** means the 2.1 MW capacity Wind power project at Amidyalu East in Anantapuram District, Andhra Pradesh with a proposal of 0.0105 MW for Auxiliary Consumption and 2.0895 MW for export to network for Sale to DISCOM as entrusted to the Wind Power Producer for construction and operation as detailed in Agreement entered into with NREDCAP as shown in Schedule -III attached herewith and includes the metering system.

**1.14 Prudent Utility Practices:** means those practices, methods, techniques and standards, that are generally accepted for use in electric utility industries

taking into account conditions in India, and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the Project, and that generally conform to the manufacturers' operation and maintenance guidelines.

**1.15 Pooling or Receiving Substation:** means 33KV/220 KV SS constructed, owned and maintained by the Wind Power Producer at Amidyala in Anantapuram District for the sole purpose of evacuating energy generated by the Project to the Grid System and for facilitating interconnection between the transmission lines emanating from the Project and the Grid System. As indicated in the Preamble, the Pooling Substation will be common for all Wind power projects connected to the Pooling Substation.

**1.16 SLDC:** means the State Load Dispatch Center as notified by the State Government under the provisions of the Electricity Act 2003.

**1.17 System Emergency:** means a condition affecting the APTRANSCO's/DISCOM's electrical network which threatens the safe and reliable operation of such system or which is likely to result in the disruption of safe, adequate and continuous electric supply by the APTRANSCO/DISCOM, or which endangers life or property, which condition is affected or aggravated by the continued delivery of Delivered Energy from the Project.

**1.18 Surcharge on Reactive Power drawn by Wind Farms:** means the charges leviable on the reactive power drawn by Wind Farms at the rate of 25 paise (twenty five paise) per KVARh of reactive energy drawn from grid upto 10% of net active energy generated and 50 paise per KVARh for total drawl if reactive energy drawn is more than 10% of net active energy generated. The above mentioned rates are subject to revision as per APERC orders from time to time. The reactive power drawn as recorded by meters at interconnection point includes the reactive power drawn by all the Wind Power Producers in the cluster. As such the reactive power recorded by the meters at the interconnection point shall be shared by all the individual power producers in the ratio of the active energy delivered by them individually.

**Explanation 1:** Induction generators used in Wind Farms draw reactive power from grid during generator mode and motor mode.

**Explanation 2:** Surcharge on reactive power drawn by Wind Farms will be levied on the Wind Power Producer.

**1.19 Unit:** When used in relation to the generating equipment, means one set of turbine generator and auxiliary equipment, and facilities forming part of the project and when used in relation to electrical energy, means kilo watt hour (kWh).

**1.20 Voltage of Delivery:** means the voltage at which the electrical energy generated by the project is required to be delivered to the APTRANSCO at the Interconnection Point and the Voltage of Delivery is as detailed below:

**(Note: Insert Table A or Table B whichever is applicable)**

**TABLE - A**

**At 33 KV level:**

Project interfacing		Specified type of AAAC Conductor (size)	Proposed Wind power capacity on each 33 KV line
From	To		
Wind project	Existing 33/11 KV DISCOM SS	55 sqmm	8 MW
		100 sqmm	10 MW*
		150 sqmm	
Wind project	EHT Pooling SS or existing EHT APTRANSCO SS	55 sqmm	8 MW
		100 sqmm	12 MW
		150 sqmm	17 MW**

\* Capacity is restricted considering less load availability in DISCOM SS.

\*\* As amended vide Commission's order dated 11-07-2012 in O.P.No. 7 of 2012 read with letter dated 04-06-2014 attached herewith as Schedule - IV

For SV RENEWABLE ENERGY

Authorized Signatory

APTRANSCO  
P. J. D. & I. C.  
APTRANSCO

TABLE - B

At EHT level:

Project interfacing		EHT Level	Proposed Wind power capacity
From	To		
Pooling SS	Existing APTRANSCO EHT SS	132 KV	(i) Up to 50 MW on SC Line (ii) Above 50 MW to 100 MW on DC Line
Pooling SS	Existing APTRANSCO EHT SS	220 KV	Above 100 MW

This Project will generate electrical energy at 690 Volts, which will be stepped up to 33 KV at Project's switchyard. The electrical energy will be further stepped up from 33 KV to 220 KV at Pooling Substation and delivered to the grid. (And the developer has to construct 220 KV pooling station at generating site and shall connect radially to LV Bus of upcoming 400/220 KV Uravakonda - I SS.)

1.21 All other words and expressions, used herein and not defined herein but defined in Indian Electricity Rules 1956, AP Electricity Reform Act, 1998 and the Electricity Act, 2003 shall have the meanings respectively assigned to them in the said Acts.

For **RENEWABLE ENERGY**

Authorizatory

Chief Electrical Engineer  
P & MW & IPC  
APSPDCL, TIRUPATI

## ARTICLE 2

## PURCHASE OF DELIVERED ENERGY AND TARIFF

- 2.1 All the Delivered Energy at the interconnection point for sale to DISCOM will be purchased at the tariff provided for in Article 2.2 from and after the date of Commercial Operation of the Project. Title to Delivered Energy purchased shall pass from the Wind Power Producer to the DISCOM at the Interconnection Point.
- 2.2 The Wind Power Producer shall be paid tariff for energy delivered at the interconnection point for sale to DISCOM, which shall be at the tariff rate as determined by APERC in accordance with section 61, Section 62, Section 86 of Electricity Act 2003 and any Regulation made there under without considering Accelerated Depreciation for a period of 25 Years from the Commercial Operation Date (COD).
- 2.3 Tariff Determined under these regulations shall be exclusive of taxes and duties as may be levied by the Government.
- Provided that the taxes and duties levied by the Government shall be allowed as pass through on actually incurred basis.
- 2.4 Income tax/ MAT is a pass through and is to be paid by the Distribution Licensees to the developer upon receipt of the claim from the developer. This is over and above the tariff determination made here in.
- Electricity Duty is a pass through and is to be paid by the Distribution Licensees to the developer upon receipt of the claim from the developer. This is over and above the tariff determination made herein.
- 2.5 Where in any Billing month, the energy supplied by the DISCOM to the Wind Power Producer as a bilateral arrangement to maintain the Auxiliaries in the power plant in situations of non-generation of power, shall be billed by the DISCOM, and the Wind Power Producer shall pay the DISCOM for such electricity supplies, at the DISCOM's then-effective tariff applicable to High Tension Category-I Consumers. For this purpose, the maximum demand specified in such DISCOM's Tariff shall be computed by dividing the amount of such energy supplied by the DISCOM by hours of drawl of power from the grid in the Month.

**Explanation:** The Wind plants during the plant shut-down periods shall draw the energy from DISCOM only for the essential loads not exceeding auxiliary consumption.

For SY RENEWABLE ENERGY

Authorized Signatory

CHIEF GENERAL MANAGER  
P & M & IPC  
APSPDCL, TIRUPATI



## ARTICLE 3

## INTERCONNECTION FACILITIES

- 3.1 Upon receipt of a requisition from the Wind Power Producer, the APTRANSCO and DISCOM will prepare an estimate for arranging interconnection facilities for power evacuation at the voltage level as per Article 1.20. The Wind Power Producer have to bear the entire cost of the interconnection facilities as per the sanctioned estimate. The APTRANSCO and DISCOM shall evaluate, design, and install the Interconnection Facilities and perform all work, at the Wind Power Producer's expense, necessary to economically, reliably and safely connect the grid system to the Project switch yard.
- 3.2 APTRANSCO and DISCOM may also permit the Wind Power Producer to execute the interconnection facilities for power evacuation as per the sanctioned estimate at its discretion duly collecting the supervision charges as per procedure in vogue.
- 3.3 The Wind Power Producer shall own, operate and maintain interconnection facilities from Project to Pooling Substation from time to time and necessary expenditure shall have to be borne by the Wind Power Producer. The maintenance work on the Generating units has to be done in coordination with the APTRANSCO and DISCOM.
- 3.4 The Wind Power Producer shall agree to pay to the DISCOM, on or before signing of this Agreement, at the rate of Rs.37,000/- per MW of Installed Capacity and for fractions thereof on a pro-rata basis as a one time lump sum payment for the sole purpose of providing the required MVAR capacity at the Substation of the APTRANSCO and / or DISCOM to supply the requisite reactive power to the Grid System.
- APTRANSCO and /or DISCOM shall install the capacitors of required capacity, at the substation of the APTRANSCO and/or DISCOM before commercial operation date of the project.

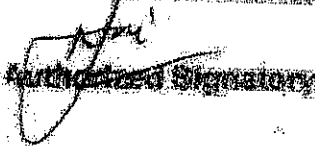
APTRANSCO ENERGY


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CHIEF GENERAL MANAGER  
P & M  
APSPDC

- 3.5 Any modifications or procedures or changes in arranging interconnection facilities for power evacuations rest with APTRANSCO and DISCOM.
- 3.6 During the period prior to the Commercial Operation Date, on the request of the Wind Power Producer, the DISCOM will supply energy to the Project for internal consumption, on the Terms and Conditions and at the tariff rates that are applicable from time to time to the category of consumers of the DISCOM to which the Wind Power Producer belongs, provided separate metering arrangements as may be required under the Terms and Conditions of such tariff have been installed at the Project.

For SV RENEWABLE ENERGY

  
Authorized Signatory

  
CHIEF GENERAL MANAGER  
P-2 DELS IFC  
APSPIC-TRIPURA

## ARTICLE 4


## METERING AND PROTECTION

- 4.1 The Wind Power Producer shall install main meters of Static type 0.2 / 0.2S class accuracy at the Metering Point and the DISCOM shall install check meters of Static type at the same point and of the same accuracy. The main meters and check meters will each consist of a pair of export and import meters with facility for recording meter readings using Meter Recording Instrument. For the purpose of uniformity the Wind Power Producer shall follow metering specifications as developed by the DISCOM from time to time.
- 4.2 All of the meters required to be installed pursuant to Article 4.1 above shall be jointly inspected and sealed on behalf of both parties and shall not be interfered with, tested or checked except in the presence of representatives of both parties.
- 4.3 The meter readings from the main meters will form the basis of billing. If any of the meters required to be installed pursuant to Article 4.1 above are found to be registering inaccurately the affected meter will be immediately be replaced.
- 4.4 Where the half yearly meter check indicates an error in one of the main meter/meters beyond the limits for such meter but no such error is indicated in the corresponding check meter/meters, billing for the month will be done on the basis of the reading on the check meter/meters and the main meter will be replaced immediately.
- 4.5 If during the half yearly test checks, both the main meters and the corresponding check meters are found to be beyond permissible limits of error, both the meters shall be immediately replaced and the correction applied to the consumption registered by the main meter to arrive at the correct delivered energy for billing purposes for the period of the one month up to the time of such test check, computation of delivered energy for the period thereafter till the next monthly meter reading shall be as per the replaced main meter.

For SV RENEWABLE ENERGY


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 CHIEF GENERAL MANAGER  
 P & IM & PD  
 APS/DCL, THIRUVARUR

4.6 Corrections in delivered energy billing, whenever necessary, shall be applicable to the period between the previous monthly meter reading and the date and time of the test calibration in the current month when the error is observed and this correction shall be for the full value of the absolute error. For the purpose of determining the correction to be applied to any meter registering inaccurately, the meter shall be tested under conditions simulating 100, 50, 20 and 10 percent load at unity power factor and 0.5 power factor. Of these eight values, the error at the load and power factor nearest the average monthly load served at the Interconnection Point during the applicable period shall be taken as the error to be applied for correction.

4.7 If both the main and check meters fail to record or if any of the PT fuses are blown out, then the energy will be computed on a mutually agreeable basis for that period of defect.

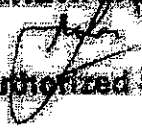
4.8 The main and check meters shall be tested and calibrated once in a Financial year utilizing a Standard Meter. The Standard Meter shall be calibrated once in every year at the approved Laboratory by Government of India / Government of Andhra Pradesh, as per Terms and Conditions of supply.

4.9 All main and check meters tests shall be jointly conducted by the authorized representatives of both parties and the results and correction so arrived at mutually will be applicable and binding on both the parties.

4.10 On the Meter Reading Date of each month, meter readings shall be taken (and an acknowledgement thereof signed) by the authorized representatives of both parties.

4.11 Within six (6) months following the execution of this Agreement, the Wind Power Producer and the DISCOM shall mutually agree to technical and performance specifications (including, but not limited to, the metering configuration for the Project) concerning the design and operation of the facilities required to be installed by the Wind Power Producer in order for the Wind Power Producer to operate in parallel with the grid. Thereafter, any change in such specifications shall be subject to mutual agreement of the parties.

For SV RENEWABLE ENERGY


  
Authorized Signatory

  
CHIEF GENERAL MANAGER  
POWER DIVISION  
APSPDCL - VISAKHAPATNAM

- 4.12 The Project shall be operated and maintained in accordance with good and generally accepted utility standards with respect to synchronizing, voltage, frequency and reactive power control.
- 4.13 Voltage regulation shall be such as to enable continued paralleling and synchronisation with the network voltage at the point of interconnection.
- 4.14 The equipment of the Wind Power Producer shall be designed for fluctuations in the frequency within limits of -5% and +3% of the standard frequency of 50 cycles per second.
- 4.15 The Wind power developer shall ensure that the power factor of the power delivered to the DISCOM is maintained as per the APERC/CEA/CERC norms from the time to time.
- 4.16 Any change in rupturing capacity of switch-gear, settings of the relays, etc., shall be subject to approval of the DISCOM.
- 4.17 As the Project's generator may carry fault currents that may occur on the grid, the Wind Power Producer shall provide adequate generator and switchgear protection against such faults. The DISCOM is not responsible for damage, if any, caused to the Project's generator and allied equipment during parallel operation of the generator with the grid.
- 4.18 The Wind Power Producer shall make a good faith effort to operate the Project in such a manner as to avoid fluctuations and disturbances to the APTRANSCO's / DISCOM's network due to parallel operation with the network.
- 4.19 The Wind Power Producer shall control and operate the Project as per Prudent Utility Practices. The DISCOM shall only be entitled to request the Wind Power Producer to reduce electric power and energy deliveries from the Project during a System Emergency, and then only to the extent that in the DISCOM's reasonable judgment such a reduction will alleviate the emergency. The DISCOM shall give the Wind Power Producer as much advance notice of such a reduction as is practicable under the circumstances and shall use all reasonable efforts to remedy the circumstance causing the reduction as soon as possible. Any reduction required of the Wind Power Producer hereunder shall be implemented in a manner consistent with safe operating procedures.

FOR SV RENEWABLE ENERGY

  
Authorized Signatory

  
CHIEF GENERAL MANAGER  
P. S. M. S. I. P. C.  
ARAPPEL - TIRUPUR

**ARTICLE 5**  
**BILLING AND PAYMENT**

5.1 For Delivered Energy purchased, Wind Power Producer shall furnish a bill to the DISCOM calculated at the rate provided for in Article 2.2, in such form as may be mutually agreed between the DISCOM and the Wind Power Producer, for the billing month on or before the 5th working day following the Meter Reading Date.

5.2 For payment of bills of the generating company through letter of credit, a rebate of 2 % shall be allowed.

Where payments are made other than through letter of credit within a period of one month of presentation of bills by the generating company, a rebate of 1% shall be allowed.

Any payment made beyond the due date of payment, DISCOM shall pay interest at existing SBI base rates plus one percent and in case this rate is reduced, such reduced rate is applicable from the date of reduction.

5.3 The DISCOM shall pay the bill on monthly basis as per Article 5.1.

5.4 **Letter of Credit:** Not later than 30 days prior to the Scheduled COD of the Generating Unit, DISCOM shall cause to be in effect an irrevocable revolving Letter of Credit issued in favour of Wind Power Developer for a minimum period of one year by a Scheduled Bank (the "Letter of Credit").

a. However Letter of Credit shall not be invoked for any disputed bill amount.

5.5 **Direct payment:** Wind developer shall submit bills for the energy delivered during the billing period as per the provision of this PPA and there upon DISCOMs shall make payment for the eligible bill amount by the due date of payment.

5.6 **Billing disputes:** The DISCOM shall pay the bills of Wind Power Producer promptly subject to the clauses 5.1 and 5.2 above.

The DISCOM shall notify Wind Power Producer in respect of any disallowed amount on account of any dispute as to all or any portion of the bill. Wind Power Producer shall immediately take up issue with all relevant information:

**For BY RENEWABLE ENERGY**

Authorized Signatory

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CHIEF GENERAL MANAGER  
P. E. M. S. S. S. S.  
APSPDC, R. THIRUPATI

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with DISCOM which shall be rectified by the DISCOM, if found satisfactory. Otherwise notify its (DISCOM's) rejection of the disputed claim within reasonable time with reasons therefore. The dispute may also be decided by mutual agreement. If the resolution of any dispute requires the DISCOM to reimburse Wind Power Producer, the amount to be reimbursed shall bear interest at SBI base rates plus one percent and in case this rate is reduced, such reduced rate is applicable from the date of reduction from the date of disallowance to the date of reimbursement.

5.7 All payments by the DISCOM to Wind Power Producer hereunder shall be made to such address as may be designated by Wind Power Producer to the DISCOM in writing from time to time.

Address : M/s. SV Renewable Energy  
80/80 A, Florida Estate,  
Keshava Nagar, Mundhwa,  
Pune - Maharashtra State - 411 006  
Telephone : 91-020-26150131  
E-mail : [samanyaya@eth.net](mailto:samanyaya@eth.net)

For SV RENEWABLE ENERGY

  
Authorized Signatory

  
Director General  
P. A. J. & I. P. O.  
Mumbai


**ARTICLE 6**  
**UNDERTAKING**

000253

- 6.1 The Wind Power Producer shall be responsible:
- (i) For proper maintenance of the project in accordance with established prudent utility practices.
  - (ii) For operation, maintenance, overhaul of the plant, equipment, works, switch yard and transmission lines and equipment up to the Interconnection Point of the project in close coordination with the DISCOM.
  - (iii) The Wind Power Producer shall furnish the generation and maintenance schedules every year.
  - (iv) For making all payments on account of any taxes, cess, duties or levies imposed by any Government or competent statutory authority on the land, equipment, material or works of the project or on the energy generated or consumed by the project or the Wind Power Producer or on the income or assets of the Wind Power Producer.
  - (v) For obtaining necessary approvals, permits or licences for operation of the project and sale of energy to DISCOM there from under the provision of the relevant laws.
  - (vi) The Wind Power Producer have to comply with the provisions of the AP Code of Technical Interface (Grid Code).
  - (vii) For achieving Commercial Operation Date within two years from the date of signing of the Agreement.
  - (viii) For seeking approval of APTRANSCO and DISCOM in respect of Interconnection Facilities, Pooling Substation and synchronization of the Project with grid.
  - (ix) The Wind Power Producer shall not dismantle and take away project machinery and interconnection facilities during the PPA term.
  - (x) After 25th year of the operation from Commercial Operation Date, if plant continues to operate, the DISCOM shall have the first right of refusal on power purchase from the Wind power plant. The tariff beyond 25th year shall be as mutually agreed by both the parties, subject to approval of APERC.

For SV RENEWABLE ENERGY

  
Authorized Signatory

  
CHIEF GENERAL MANAGER  
P. S. M. & IFC  
APSPDCL - TIRUPATI



(xi) **Sharing of Clean Development Mechanism (CDM) benefits:** The Proceeds of carbon credit from approved CDM Project shall be shared between generating company and concerned beneficiaries in the following manner namely.

(a) 100% of the gross proceeds on account of CDM benefits is to be retained by the project developer in the first year after the date of commercial operation of the generating station.

(b) In the second year, the share of the beneficiaries shall be 10 % which shall be progressively increased by 10% every year till it reaches 50%, where after the proceeds shall be shared in equal proportion, by the generating company and the beneficiaries.

6.2 The DISCOM agrees:

(i) To make all reasonable efforts for making arrangements for evacuation of power from the project to be completed prior to the Commercial Operation Date of the Project subject to Article 3.

(ii) For purchase of Delivered Energy from the project as per section 2.2.

(iii) To co-ordinate with APTRANSCO and assist the Wind Power Producer in obtaining approval for the interconnection facilities where the interconnection is at 132 kV or above voltages, for synchronization, Commercial Operation, regular operation etc., as required by the Wind Power Producer.

For SV RENEWABLE ENERGY

Authorized Signatory

CHIEF GENERAL MANAGER

P & M S IFC


APSPDCL - TIRUPATI

**ARTICLE 7****DURATION OF AGREEMENT**

This Agreement shall be effective upon its execution and delivery thereof between parties hereto and shall continue in force from the Commercial Operation Date (COD) and until the twenty fifth (25th) anniversary that is for a period of twenty five years from the Commercial Operation Date (COD). This Agreement may be renewed for such further period of time and on such terms and conditions as may be mutually agreed upon by the parties, 90 days prior to the expiry of the said period of twenty five years, subject to the consent of the APERC. Any and all incentives/conditions envisaged in the Articles of this Agreement are subject to modification from time to time as per the directions of APERC.

**FOR SV RENEWABLE ENERGY**

Authorized Signatory

  
**CHIEF GENERAL MANAGER**  
**P&AM & IPC**  
**APSPDCL - TIRUPATI**

ARTICLE 8

NOTICES

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8.1 Except as otherwise expressly provided in this Agreement, all notices or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered personally or sent by registered or certified mail, email or fax addressed as follows:

**If to the Wind Power Producer:**

Attention : M/s. SV Renewable Energy  
80/80A, Florida Estate,  
Keshava Nagar, Mundhwa,  
Pune - Maharashtra State - 411036  
Telephone : 91-020-26150131  
E-mail : [samanvaya@eth.net](mailto:samanvaya@eth.net)

**If to the DISCOM:**

Attention : Chief General Manager, (IPC & P&MM)  
APSPDCL,  
19-13-65-A, Corporate Office,  
Ragavendra Nagar, Kesavayana Gunta,  
Tiruchanoor Rd, Tirupati - AP, India - 517501  
Fax No. : 0877-2237407  
Telephone No. : 0877-2237407  
Email id : [gmipespdc@gmail.com](mailto:gmipespdc@gmail.com)

8.2 All notices or communications given by email, fax shall be confirmed by depositing a copy of the same in the post office in an envelope properly addressed to the appropriate party for delivery by registered or certified mail. All notices shall be deemed delivered upon receipt, including notices given by email, fax regardless of the date the confirmation of such notice is received.

8.3 Any party may by written notice change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.

For SV RENEWABLE ENERGY

Authorized Signatory

CHIEF GENERAL MANAGER  
P & MM & IPC  
APSPDCL - TIRUPATI

ARTICLE 9

DEFAULT

9.1 The Wind Power Producer shall achieve Commercial Operation Date within two years from the date of signing of the Agreement, default of which, the Agreement is liable for termination and the same can be done at the option of DISCOM with due notice.

9.2 In the event, DISCOM commits a breach of any of the terms of this Agreement, the Wind Power Producer 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 DISCOM.

9.3 In the event, Wind Power Producer commits a breach of any of the terms of this Agreement, the DISCOM 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 Wind Power Producer.

9.4 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 can claim damages at its option.

9.5 In the event of cancellation of the Project allotted to the Wind Power Producer by NREDCAP for any reason, the PPA with DISCOM will automatically get cancelled.

For SV RENEWABLE ENERGY

Authorized Signatory

CHIEF FINANCIAL MANAGER

P. J. RAJ & CO.

APSEDA, TIRUPATI

**ARTICLE 10**  
**DISPUTE RESOLUTION**

- 10.1 Each Party shall designate in writing to the other party a representative who shall be authorized to resolve any dispute arising under this Agreement in an equitable manner.
- 10.2. Following notice by one Party to the other setting out the particulars of the dispute, if the designated representatives are unable to resolve a dispute under this Agreement within 15 days, such dispute shall be referred by such representatives to a senior officer designated by the Wind Power Producer and a senior officer designated by the DISCOM, respectively, who shall attempt to resolve the dispute within a further period of 15 days.
- 10.3. The Parties hereto agree to use their best efforts to attempt to resolve all disputes arising hereunder promptly, equitably and in good faith and further agree to provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any such dispute.
- 10.4 Failing resolution of the dispute in terms of the above provisions or even otherwise, any party may approach the AP Electricity Regulatory Commission to adjudicate upon the dispute in terms of Section 86 (1) (d) of Electricity Act, 2003.

For S.V. RENEWABLE ENERGY

  
Authorized Signatory

  
CHIEF GENERAL MANAGER  
P. A. M. & I. P. C.  
APSPDCL, TIRUPATI

**ARTICLE 11**  
**SPECIAL PROVISIONS**

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11.1 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.

11.2 No oral or written modification of this Agreement either before or after its execution shall be of any force or effect unless such modification is in writing and signed by the duly authorized representatives of the Wind Power Producer and the DISCOM, subject to the condition that any further modification of the Agreement shall be done only with the prior approval of Andhra Pradesh Electricity Regulatory Commission. However, the amendments to the Agreement as per the respective orders of APERC from time to time shall be carried out.

11.3 However, in respect of power evacuation, the voltage levels for interfacing with grid will be as per Article 1.20. The cost of interconnection facilities has to be borne by the Wind Power Producer as per Article 3.


11.4 The invalidity or unenforceability 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.

11.5 The failure of any party to insist in one or more instances upon the strict performance of any of the provisions of this Agreement or to take advantage of any of its 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.

11.6 Unless the context otherwise requires, every arrangement, procedure or any other matter which is, under any of the provisions of this Agreement,

For **SV RENEWABLE ENERGY**

  
Authorized Signatory

  
CHIEF GENERAL MANAGER  
P & MM S/PC  
APSPDCL - TIRUPATI

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, subject to the consent of the APERC.

11.7 This Agreement, including Schedule I, II, III, IV & V 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.

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

11.9 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.

11.10 In the event of the merger or re-organisation of DISCOM, if the resulting entity is able to perform DISCOM's obligations hereunder in no less a manner than DISCOM, the resulting entity shall take the right and responsibility for performance of DISCOM's obligations.

11.11 In the event of the merger or re-organisation of Wind Power Producer if the resulting entity is able to perform Wind Power Producer's obligations hereunder in no less a manner than Wind Power Producer, the resulting entity shall take the right and responsibility for performance of Wind Power Producer's obligations.

11.12 **Assignment and Financing:** Neither party shall assign this Agreement or any portion thereof to any third party without the prior written consent of the other party which consent shall not be unreasonably withheld.

For SV RENEWABLE ENERGY

Authorized Signatory

CHIEF GENERAL MANAGER  
P. S. SINGH  
APSPDCL - THIRUVARUR

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IN WITNESS WHEREOF, the Wind Power Producer and the DISCOM have caused this Agreement to be executed as of the date and the year first set forth above.

For and behalf of  
SOUTHERN POWER DISTRIBUTION COMPANY  
OF A.P. LIMITED

WITNESS

*[Handwritten Signature]*  
P. H. Javali, Secy.  
DISCOM

By:

*[Handwritten Signature]*  
CHIEF GENERAL MANAGER  
P & MC & NPC  
APSPDCL - TIRUPATI

2.

By:

For and behalf of  
M/S. SV Renewable Energy

WITNESS

1. *[Handwritten Signature]*  
(S. VENKAT KUMAR)  
SV RENEWABLE ENERGY  
PVT LTD.

By:

*[Handwritten Signature]*  
SV RENEWABLE ENERGY

2.

By:



**SCHEDULE I**  
**Particulars of the Project**  
 (Referred to in the Preamble to the Agreement)

Name of the Project	Location	No. of Wind Energy Converters	Capacity of the Project*	Power export to the Grid in MW
M/s. SV Renewable Energy	Amidyala East in Anantapur District <b>WTG</b> AMD - E015      384, 386 & 388 <b>Survey No</b>	WTG 1 No. (2.1 MW)	2.1 MW	2.0895

\* Out of 2.1 MW, 0.0105 MW is for Auxiliary Consumption and 2.0895 MW is for export to grid for sale to DISCOM.

**SCHEDULE - II**

(Copy of sanction proceedings from NREDCAP to the Company)

**SCHEDULE - III**

(Copy of agreement entered into by the Company with NREDCAP)

**SCHEDULE - IV**


Annexure - I to the Commission's order dated 30-03-2010 in O.P.No. 40 of 2010 and Commission's order dated 11-07-2012 in O.P.No.7 of 2012 and letter dated 04-06-2014 & Regulation No. 1 of 2015.

**SCHEDULE - V**

Copy of Project Implementation Agreement dated 3.10.2016 entered between APTransco, APSPDCL, APEPDCL and M/S. Suzlon Energy Limited & M/s Axis Energy Ventures India Private Limited.

For SV RENEWABLE ENERGY

  
 Authorized Signatory

  
 CHIEF GENERAL MANAGER  
 P & MM & IFC  
 APSPDCL - TIRUPATI

**ఆంధ్రప్రదేశ్ 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 : 040-2320 1666

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



Ref: NREDCAP/WE/ Axis/503/2016

Dt.30.05.2016

PROCEEDINGS

Sub:-Wind Power Project in private sector – Sanction of 2290.30 MW Wind farm Allotment In Ananthapuram district – Reg

Ref:-1. Your proposals dated. 20.04.2016

2. Govt Lr.No. 479/POWER.II.2/2016, dt. 11.05.2016 from the  
Prl. Secretary to Govt., Energy I & I Dept. GOAP, Hyderabad

3. G.O. Ms.No.9, Dt. 13.02.2015 of Energy I & I (PR.II) Dept. GOAP

4. This office Lr.No. NREDCAP/WE/Axis/503/2016, Dt.24.05.2016

5. Lr.No. AEVPL/157/2016-17, dt. 25.05.2016 of M/s Axis Energy Ventures India (P) Ltd

&&&

In the reference 1<sup>st</sup> cited, of M/s Axis Energy Ventures India Pvt. Ltd, have applied to NREDCAP for allotment of 2290.30 MW capacity wind power project at different locations of Ananthapuram district, for generation of electric power on commercial basis.

In the reference 2<sup>nd</sup> cited, the Govt. has accorded approval for sanction of 2290.30 MW capacity wind power project to M/s Axis Energy Ventures India Pvt. Ltd.

In the reference 4<sup>th</sup> cited, Provisional Allotment Letter was issued stipulating the terms and conditions for issue of Sanction Letter and for execution of the Agreement. M/s Axis Energy Ventures India Pvt. Ltd vide its letter 5<sup>th</sup> cited, has informed that they will pay application fee, sanction fee etc., after commissioning of each project as per the provisions of Project Implementation Agreement (PIA) and Project Agreement.

Based on the approval of the Government, and having considered the request of M/s Axis Energy Ventures India Pvt. Ltd, the allotment of 2290.30 MW capacity wind power project capacity at the following locations, Ananthapuram District for generation of power on Commercial basis is accorded subject to the following conditions:

**For SV RENEWABLE ENERGY**

Authorized Signatory

"Energy is Life - Conserve it"

CHIEF GENERAL MANAGER

P. S. M. & J. C.

APSPDCL, TIRUPATI

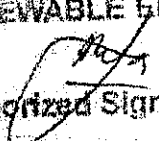
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Sl. No.	Location/Site	District	Capacity (In MW)
01	Amidyala West	Ananthapuramu	210.00
02	MPR Dam/Kuderu	-do-	106.00
03	Beluguppa	-do-	100.80
04	Govindavada	-do-	310.80
05	Kanekallu	-do-	399.00
06	Vidapanakallu	-do-	399.00
07	Erragunta	-do-	199.50
08	Borampalle East/ Nuthimadugu	-do-	367.80
09	Kadiridevarapalli	-do-	197.40
	Total		2290.30

1. The allotment of the land and lease of the land shall be subject to Govt. orders issued in this regard.
2. The wind power project shall be established in the specified area as indicated in the proposal.
3. The wind power project allotted now is as per the Wind power policy announced by the Govt. of A.P, vide G.O Ms No.9, Energy Infrastructure & Investment (PE-II) Department, dated 13-02-2015.
4. In case of private lands, the company shall make its own arrangements for procurement of land, subject to approval of the area of operation by NREDCAP.
5. The Company shall install wind turbines, so as not to affect the performance of the other wind turbines and maintain safety standards in consultation with NREDCAP.
6. The company may explore the possibility of installing higher capacity Wind Electric Generators to achieve higher plant load factor.
7. The company shall install the Wind Electric Generators under the project, which are having the approval of National Institute of Wind Energy (Formerly C-WET)
8. No second hand or used wind turbines, imported from abroad or procured locally shall be installed.
9. If there is any change in the proposal submitted along-with the application, the same shall be brought to the notice of NREDCAP and approval shall be obtained for such changes.
10. The wind farm developer should ensure that the wind mill generate grid quality power with power factor not less than 0.85 and should draw minimum reactive power

For SV RENEWABLE ENERGY


  
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11. The company can sell the projects/ sub-projects to promoters with prior approval of NREDCAP/ Government of Andhra Pradesh, duly complying with the payment of fee and other requirements if any.
12. The Company shall abide by the regulations of the Andhra Pradesh Electricity Regulatory Commission (APERC). The proceedings issued by APERC from time to time shall be followed.
13. The company shall enter into Power Purchase Agreement or Open access agreement or Wheeling agreement with DISCOMs as per the policy of the Govt. in this regard from time to time.
14. The company shall pay the application fee of Rs.25000/- Plus Service Tax per MW, Rs.1.50 Lakh plus service tax per Megawatt as sanction fee and any other fee payable as per the Govt. Orders/Statutory requirement, on commissioning of wind power project capacity wise in phased manner.
15. The company shall obtain all clearances necessary for installation of wind electric Generators in accordance with statutory provisions, guidelines issued by the Government of India and the Government of Andhra Pradesh from time to time.
16. The company shall complete the financial closure within a period of six months from the date of signing of the Agreement or before such extensions as may be accepted and granted by the NREDCAP on request by the company on account of delays in obtaining all necessary consents, licenses, authorizations and clearances required from the Government of Andhra Pradesh and Government of India.
17. The company shall execute the work as per terms of the allotment letter and complete within 12 months from the date of achieving the financial closure. In case, the company fails to execute the work within the stipulated time, NREDCAP will recommend to Govt. for the resumption of land and the project allotment will be cancelled.
18. At the time of land allotment, the company shall give a schedule of execution of the project. The project must be commissioned as per the time lines prescribed in the PIA and Project Agreement. Bank Guarantee provided for Rs.200.00 Crores by M/s Suzlon Energy Ltd towards performance guarantee as per the provisions of PIA and Project Agreement shall be considered for levying of penalties imposed, if any due to delay in execution of project capacities. On proportionate basis.

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19. If the company fails to complete the project as per agreed schedule, the penalties will be imposed as per the terms of the agreement and if the project is not commissioned as per the schedule, all permissions including the allotment of land would stand automatically cancelled and the bank guarantee given by the company will be encashed.
20. The company shall 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.
21. The company shall permit the officers of the New and Renewable Energy Development Corporation of A.P. Ltd / Government of Andhra Pradesh / Government of India for inspection/verification.
22. The company shall prepare an action plan in detail for completion of wind power project allotted and communicate the action plan for each item of work within 3 months from the date of signing of agreement. The company shall submit quarterly progress reports for each quarter ending March, June, September and December. The progress will be reviewed by NREDCAP, based on quarterly report regularly. Based on progress of works against set mile stones, NREDCAP may consider for reduction of Bank guarantee and accordingly to release the proportionate bank guarantee.

The receipt of the letter may be acknowledged.

*A. K. S.*  
V.C & MANAGING DIRECTOR

↳ To

M/s Axis Energy Ventures India Pvt. Ltd,  
PMR Plaza, Plot No. 3, H. No. 6-3-680/8/3, 2<sup>nd</sup> floor,  
Thakur Mansion Lane, Somajiguda,  
**HYDERABAD-500 082.**

CC to M/s Suzlon Energy Ltd, "One Earth Building, Hadapsar, Pune-411028

Copy to Chairman and Managing Director, APEPDCL, Visakhapatnam

Copy to Chairman and Managing Director, APSPDCL, Tirupati.

Copy to Executive Director, Planning, RAC & Reforms, Transmission Corporation of Andhra Pradesh Ltd (AP TRANSCO), Vidyut Soudha, Hyderabad

Copy to the Chief Engineer, IPC, AP Power Coordination Committee, AP TRANSCO, Hyderabad.

Copy to the District Collector, Ananthapuram

Copy to the District Manager, NREDCAP, Ananthapur District

For SV RENEWABLE ENERGY

*[Signature]*  
Authorized Signatory

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

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ఆంధ్రప్రదేశ్ సూర్య విద్యుత్ పునరుద్ధరణ సంస్థ పబ్లిక్ లిమిటెడ్

New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.

(A State Government Company - ISO 9001:2015 Certified)

Regd. Office : # 12-464/5/1, River Oaks Apartment, CSR Kalyana Mandapam Road,

Tadepalli, Guntur District, Andhra Pradesh - 522 501, India.

Tel : 08645 797162 / 797163 E-mail : info@nredcap.in Website : www.nredcap.in



NREDCAP/WI/Axis/503/2017

DL.18.12.2017

To  
M/s SV Renewable Energy,  
80/80A, Florida Estate,  
Keshavanagar, Mundhwa,  
PUNE-411036,  
Maharashtra State.

Sirs,

Sub: Transfer of 2.10 MW capacity wind farm in favour of M/s SV Renewable Energy from the wind farm allotment given to M/s Axis Energy Ventures India Pvt Ltd. - orders issued - Reg

- Ref: 1. T.O. Lt. No. NREDCAP/WI/Axis/503/2016/1055, DL 30.05.2016
- 2. Agreement entered on 06.06.2016
- 3. Lt. No. AXIS/AMIDYALA/NREDCAP/CT/2017-18/04, dt. 14.12.2017 of M/s Axis Energy Ventures India Pvt. Ltd
- 4. Lt. No. SUZLON/NREDCAP/2017-18/002, dt. 13.12.2017 of M/s SV Renewable Energy.
- 5. Board Resolutions of M/s Axis Energy Ventures India Pvt. Ltd
- 6. G.O. R.No.61, DL 24.3.2011 of Energy (RES) Dept. GOAP, Hyderabad

& & &

In the reference 1<sup>st</sup> & 2<sup>nd</sup> cited, 2290.30 MW capacity wind farm project was allotted to M/s Axis Energy Ventures India Pvt. Ltd to set up in different locations of Ananthapuramu district.

In the reference 3<sup>rd</sup> cited, M/s Axis Energy Ventures India Pvt. Ltd. has informed that they have proposed to develop 2.10 MW Capacity wind farm project at Amidyal East, Ananthapuramu district through M/s GT Renewable Energy. Further, they have requested to transfer 2.10MW capacity in the name of M/s SV Renewable Energy and also requested to change project location from Eraganthi to Amidyal East, Ananthapuramu district to set up the project.

Taking into consideration of Board resolutions of M/s Axis Energy Ventures India Pvt. Ltd and request of M/s SV Renewable Energy & M/s Axis Energy Ventures India Pvt. Ltd, permission is hereby accorded to transfer 2.10 MW wind power capacity in favour of M/s GT Renewable Energy, 80/80A, Florida Estate, Keshavanagar, Mundhwa, PUNE-411036, Maharashtra State from M/s Axis Energy Ventures India Pvt. Ltd and change project location from Eraganthi to Amidyal East, Ananthapuramu district to set up the project.

M/s Axis Energy Ventures India Pvt. Ltd has agreed to pay charges @ Rs.5000/- per MW plus GST for 2.10 MW towards transfer of project & Rs.50,000/- per MW plus GST for change of location at the time of commissioning of wind power project as per the provisions of Project Implementation Agreement (PIA) signed with GOAP and Project Agreement signed with NREDCAP.

For SV RENEWABLE ENERGY

Authorized Signatory

"Energy is Life - Conserve it"

CHIEF GENERAL MANAGER  
P. S. M. R. I. P. C.  
ARSHIBEL - PRUPALI

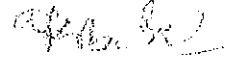
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2.

M/s SV Renewable Energy, is requested to enter into agreement with M/s Axis Energy in 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 Axis Energy Ventures India Pvt. Ltd will hold good in this transfer of power of 2.10 MW capacity to M/s SV Renewable Energy.

Thanking you,

Yours faithfully,



MC & Managing Director

Encl:a.a.

Copy to M/s Axis Energy Ventures India Pvt. Ltd. PNR Plaza, Plot No. 3, H. No. 6-3-680/8/3, 2<sup>nd</sup> floor, Tankar Mansion Lane, Somajiguda, HYDERABAD- 500 082

Copy to M/s Suzlon Gujarat Wind Park Ltd, Hyderabad

Copy to Chairman and Managing Director, APSPDCL, Tirupathi.

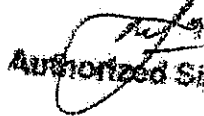
Copy to the Executive Director (P, R&C & Reforms), AP TRANSCO, Vidyalaya Soudha, Gundala, Vijayawada

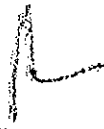
Copy to the Chief Engineer, IPC, APPCC, AP TRANSCO, Vidyalaya Soudha, Vijayawada.

Copy to the District Collector, Anantapuramu District.

Copy to the District Manager, Anantapuramu District

For SV RENEWABLE ENERGY

  
Authorized Signatory

  
CHIEF GENERAL MANAGER  
P & M&C & IPC  
APSPDCL :: TIRUPATHI

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తెలంగాణ తెలంగాణ TELANGANA

Sl. No: 15601 Date: 06/06/2016.  
 Sold To : Karunakar  
 S/o : Late. Ramulu R/o. Hyd.  
 To Whom : Axis Energy Ventures India Pvt Ltd.

*[Signature]*  
 E 257835  
 K. N. LAL BABU  
 Licenced Stamp Vendor  
 LICENCE NO. 16-07-08672012,  
 RL NO. 16-07-0022015.  
 H.No. 3-5-948/91/A, Himayath Nagar  
 HYDERABAD DISTRICT  
 PHONE NO. 09492424379

**AGREEMENT**

THIS AGREEMENT is entered into on this 6<sup>th</sup> day of June 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, Piggah 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 Axis Energy Ventures India Pvt. Ltd.

*[Signature]*  
 Chairman & Managing Director

For SV RENEWABLE ENERGY

*[Signature]*  
 Authorized Signatory

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

*[Signature]*  
 Vice Chairman & Managing Director

CHIEF GENERAL MANAGER  
 FRM & IFC  
 AIRPORT RING ROAD



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AND

(2) **M/s Axis Energy Ventures India Pvt. Ltd**, a company incorporated under the Companies Act, 1956 having its office at PMR Plaza, Plot No. 3, H. No. 6-3-680/8/3, 2<sup>nd</sup> floor, Thakur Mansion Lane, Somajiguda, Hyderabad-500 082 represented by its Chairman & Managing Director, Sri K. Ravi Kumar Reddy, 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 Axis Energy Ventures India Pvt. Ltd

For SV RENEWABLE ENERGY

Chairman & Managing Director

Authorized Signatory

For New & Renewable Energy Development  
Corporation of Andhra Pradesh Ltd

Vice Chairman & Managing Director

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



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### 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.

## 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.


For Axis Energy Ventures India Pvt. Ltd.


  
Chairman & Managing Director

For SV RENEWABLE ENERGY

  
Authorized Signatory

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

  
Vice Chairman & Managing Director

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

## 2.5 Regulation of Allotment

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

## 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-a-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

For Ad Energy Ventures India Pvt. Ltd.

For SV RENEWABLE ENERGY DEVELOPMENT

Authorized Signatory

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

Vice Chairman & Managing Director

CHIEF GENERAL MANAGER  
P & MM & IPC  
AREDCAP, HYDRABAD

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(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.

#### 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 Andhra Energy Ventures India Pvt. Ltd.

FOR NEW & RENEWABLE ENERGY  
Chairman & Managing Director

Authorized Signatory

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

Vice Chairman & Managing Director

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

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(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 is implementing said project jointly with M/s Suzlon Energy Ltd who provided an irrevocable Bank Guarantees towards Performance Guarantees Issued by Bank of Baroda, Pune, valid for a period of two years (24 months) for Rs. 200 Crores (Rupees Two hundred Crores only) as per the provisions of PIA and Project Agreement

(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.

For Ais Energy Ventures India Pvt. Ltd

Chairman & Managing Director

FOR SV RENEWABLE ENERGY

Authorized Signatory

For New & Renewable Energy Development Corporation of Andhra Pradesh Ltd

Contd. 08

Vice Chairman & Managing Director

CHIEF GENERAL MANAGER

P.A.M.M. & I.P.C.

APSPDC, TIRUPATI

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ARTICLE 6

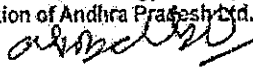
OBLIGATIONS OF DEVELOPER

6.1 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 NREDCAP (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.

For Andhra Energy Ventures India Pvt. Ltd.  
  
Chairman & Managing Director

For SV RENEWABLE ENERGY  
  
Authorized Signatory

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

Contd. 09

CHIEF GENERAL MANAGER  
P & MM & IPC  
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- (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 Adis Energy Ventures India Pvt. Ltd.**  
**For SV RENEWABLE ENERGY**  
 Chairman & Managing Director  
 Authorized Signatory

**For New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.** Contd. 10  
 Vice-Chairman & Managing Director  
 CHIEF GENERAL MANAGER  
 P & M & PC  
 AP&DCL, TIRUPATI



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- (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 Authorised 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.

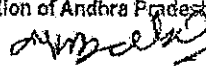
For Axis Energy Ventures India Pvt. Ltd.

  
Chairman & Managing Director

For SV RENEWABLE ENERGY

  
Authorized Signatory

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

  
Vice Chairman & Managing Director

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

Contd. 11

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.

For **SV RENEWABLE ENERGY**

Authorized Signatory & Managing Director

For New & Renewable Energy Development Corporation of Andhra Pradesh

Vice Chairman & Managing Director  
CHIEF GENERAL MANAGER  
F & MD & IFC  
APSPDCL, TIRUPATI

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(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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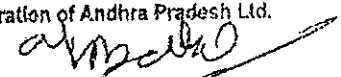
For Axis Energy Ventures India Pvt. Ltd.

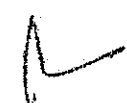
  
Chairman & Managing Director

For SV RENEWABLE ENERGY

  
Authorized Signatory

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

  
Vice Chairman & Managing Director

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

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 Axis Energy Ventures India Pvt. Ltd.**  
*[Signature]*  
**Chairman & Managing Director**

Signature of Authorised 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 Authorised Person  
Vice Chairman and Managing Director

**Witnesses**

In the presence of

1) Signature *[Signature]*  
Name **P. V. Ramiah**  
Address **P.O. NREDCAP, Hyd.**

2) Signature *[Signature]*  
Name **J. VENKATA KOMAR**  
Address **AEVIPL, Hyd.**

**For SV RENEWABLE ENERGY**

*[Signature]*  
**Authorized Signatory**

*[Signature]*  
**CHIEF GENERAL MANAGER**  
**PLM&DC**  
**APSPDCL, TIRUPATI**

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ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

14 DEC 2017

CA 078285

Date: 14/12/2017 Rs. 100

Issued to Sri: S. P. N. Venkat Jaisimha N. to Navaranga Rao HSD  
For Whom: S V Renewable Energy, pune.

H. APPA RAO  
LICENSED STAMP VENDOR  
C.L. No: 08-28-0091081  
R.L. No: 06-28-0061201  
VALID UP TO: 31-12-2019  
D.No: 6-13, NUNNA-5212  
Cell: 9848223123

**AGREEMENT**

THIS AGREEMENT is entered into on this 14<sup>th</sup> day of December 2017 at Tadepalli, by and among

(1) New and Renewable Energy Development Corporation of Andhra Pradesh Ltd. (Formerly NREDCAP) a fully owned State Government Company, registered under the Companies Act, 1956, having its Head Office No. 12-46/5/1, River Oaks Apartment CSR, Kalyanamandapam, Tadepalli-522501, Guntur District represented by its Vice Chairman & Managing Director, hereinafter referred to as the NREDCAP of the FIRST PART,

AND

(2) M/s SV Renewable Energy, is a proprietorship firm, having its registered office at 80280A, Florida Estate, Keshavanagar, Mundhwa, PIN- 411036, Maharashtra State, represented by its Authorized Signatory, Sri S.P.N. Venkat Jaisimha hereinafter referred to as the Customer of the SECOND PART.

Contd

For and on behalf of India Pvt Ltd,

For SV RENEWABLE ENERGY

*[Signature]*

*[Signature]*  
Authorized Signatory

*[Signature]*  
Authorized Signatory

For SV RENEWABLE ENERGY

*[Signature]*  
Authorized Signatory

Stamp: SV RENEWABLE ENERGY, PUNE, M.S.

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(3) M/s Axis Energy Ventures India Pvt. Ltd. a company incorporated under the Companies Act, 1956, having its registered office at PMR Plaza, Plot No. 3, H No. 60-680/8/3, 2<sup>nd</sup> floor, Thakur Mansion Lane, Somajiguda, HYDERABAD-500 082, represented by its Authorized Signatory, Sri J.Venkat Kumar, 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.

**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.

Contd.

FOR SV RENEWABLE ENERGY

For SV RENEWABLE ENERGY

*J. Venkat Kumar*  
Authorized Signatory

*[Signature]*

*[Signature]*

**For SV RENEWABLE ENERGY**

**Authorized Signatory**

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

B. The Third Party was earlier sanctioned 2290.30 MW wind farm projects to be set up at different locations of Ananthapuramu 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.

Sl. No	Company Name	Proceedings No. & Agreement Date	Capacity Sanctioned (In MW)
I	M/s Axis Energy Ventures India Pvt. Ltd.	T.O. NREDCAP/WI/Axis/503/2016 dated 30.05.2016 Agreement dated 06.06.2016	2290.30
Total			2290.30

C. The Third Party through their Letter No. Lr. No. AXIS/AMIDYAL/NREDCAP/CT/2017-18/05, dt.14.12.2017 has informed that they had received an order from the Second Party for establishment of 2.10 MW Wind Power Project on turnkey basis as per the details given below, hereinafter referred to as the 'Project', duly conveying it's no objection and consent for transfer of the Project in the name of the Second Party being its customer out of the balance of 2290.30 MW capacity allotment they were already sanctioned

Sl No	Customer Name	Capacity in MW	Capacity transferred from	Capacity transferred (In MW)
I	M/s SV Renewable Energy	2.10	M/s Axis Energy Ventures India Pvt. Ltd	2.10
Total		2.10		2.10

D. After due consideration of the proposals under (B) above, the First Party, through its Letter/ Proc No. NREDCAP/WI/Axis/503/2017, dated 21.12.2017 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.

Contd.

For M/s Axis Energy Ventures India Pvt. Ltd.

*[Signature]*  
Authorized Signatory

For SV RENEWABLE ENERGY

*[Signature]*  
Authorized Signatory

For APSPDCL Energy Development Corporation (Andhra Pradesh) Ltd.

*[Signature]*  
Chief Executive Officer

For SV RENEWABLE ENERGY

*[Signature]*  
Authorized Signatory

CHIEF GENERAL MANAGER

APSPDCL TIRUPATI

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NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.3 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 (APERC Act), the Indian Electricity Act 2003 and GO MS No.9, Energy Infrastructure & Investment (PR-II) Department, dated 13.02.2015, & I.O.R.P or in the Principal Agreement appended hereto.

1.4 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 2.10 MW capacity wind power from wind power project earlier sanctioned to the Developer M/s Axis Energy Ventures India Pvt. Ltd. to and in the name of the developer / Customer for setting up of the Project as per the following table for generation of 2.10 MW capacity of wind power for captive use/sale of power to AP DISCOM/Sale of power to third party.

Sl.No.	Customer Name	Capacity (MW)	Location details
1	M/s SV Renewable Energy	2.10	Amidyala East, Ananthapuramu District

Contd..

Handwritten signatures and stamps at the top of the agreement section.

Stamp: For SV RENEWABLE ENERGY Authorized Signatory

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



2.2 Financing

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

2.3 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 (APEREC); 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 therefor shall be issued by NREDCAP duly complying with the stipulations and conditions specified in Article 5 of the Principal Agreement.

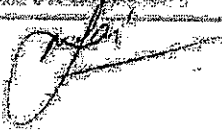

ARTICLE 4

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.

Contd..

For SV RENEWABLE ENERGY  
  
Authorized Signatory

For SV RENEWABLE ENERGY  
  
  
CHIEF GENERAL MANAGER  
P. S. RAO  
APERC, TIRUPATI

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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

In the event of the Parties not finding an acceptable solution to the dispute(s) within 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.
  - iv. Neither the failure by either Party to insist on any occasion upon the Performance of the terms, conditions and provisions of this Agreement

Contd..

For SV Energy Ventures India Pvt. Ltd.

*J.V. K...*

For SV RENEWABLE ENERGY

*[Signature]*

*[Signature]*

For SV RENEWABLE ENERGY

*[Signature]*  
Authorized Signatory

*[Signature]*  
CHIEF GENERAL MANAGER  
P & M & IPC  
APPODCL :: TIRUPATI

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.

**5.5 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.

**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 willful misconduct of the Customer and/or Developer or by their officers, directors, sub-contractors, 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**  
RO Vtec Chairman and Managing Director,  
# 12-464/5/1, River Oaks Apartments,  
CSR Kalyana Mandapam Road,  
Tadepalli, Guntur district,  
Andhra Pradesh-522501,  
Email: info@nredcap.in

Contd.,

For SV RENEWABLE ENERGY

*[Signature]*  
Authorized Signatory

**For SV RENEWABLE ENERGY**

*[Signature]*  
**Authorized Signatory**

For SV RENEWABLE ENERGY

*[Signature]*

For SV RENEWABLE ENERGY

*[Signature]*  
Chairman & Managing Director

**CHIEF GENERAL MANAGER**  
P & HRD PC  
APSPDCL & TIRUPATI

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If to the Customer  
SV Renewable Energy,  
80/80A, Florida Estate,  
Keshavanagar, Mundhwa,  
PUNE-411036,  
Maharashtra State.

If to the Developer  
M/s Axis Energy Ventures India Pvt. Ltd.  
PMR Plaza, Plot No. 3, H. No. 6-3-680/8/3, 2nd floor,  
Thakur Mansion Lane, Somajiguda,  
HYDERABAD- 500 082, Ph: 040-23412312

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:

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

Contd.

For SV RENEWABLE ENERGY

Authorized Signatory

CHIEF GENERAL MANAGER  
P & M & IFC  
APPOCALIPSE TERNIPATI

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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

*[Handwritten Signature]*  
Authorized Signatory

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

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

*[Handwritten Signature]*  
Vice Chairman & Managing Director

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

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

*[Handwritten Signature]*

Signature of Authorized Person  
(Seal)

Witnesses

In the presence of

1) Signature *[Handwritten Signature]*  
Name P. V. Ramasethy  
Address P. D., NREDCAP, Taddepalli

2) Signature *[Handwritten Signature]*  
Name K. Srinivas Alati  
Address Sree In Energy Ltd.

For SV RENEWABLE ENERGY

*[Handwritten Signature]*  
Authorized Signatory

*[Handwritten Signature]*  
CHIEF GENERAL MANAGER  
P. V. RAMASETHY  
ADDPDEL & TIRUPATI

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## TRANSMISSION CORPORATION OF ANDHRA PRADESH LIMITED

From:  
Executive Director  
HRD & Planning,  
APTRANSCO, Vidyut Soudha,  
Cunadala, Vijayawada - 520004

To:  
M/s. Axis Energy Ventures India Pvt Ltd.  
2<sup>nd</sup> Floor, PMR Plaza,  
H.No.6-3-680/8/3,  
Thakur Mansion Lane,  
Somajigutta, Hyderabad-KC.

Lr.No.ED/HRD & Plg/DE-REE/ADE-CTP-Axis (Vidapanakallu)/D.No. 134/16. dt:24/02/16

Sr.

Sub: Evacuation of 399MW power from Wind Power Project at Vidapanakallu, Ananthapur District to be setup by M/s. Axis Energy Ventures India Pvt Ltd. - Amendment to connectivity approval consequent to the SRPC meeting - Reg.

Ref: 1) Lr.No.ED/HRD & Plg/DE-Comm/ADE-CAE-CTP-Axis (Vidapanakallu)/D.No.09/16. dt:30.08.2016

\*\*\*

APTRANSCO, vide ref (1) cited, has accorded connectivity to your plant for evacuating power from the proposed 399MW Wind Power Project being set-up at Vidapanakallu, Ananthapur District from the upcoming 400/220 KV Uravakonda-2 SS at 220KV level.

As per the in-principle agreed proposal of APTRANSCO in the 42<sup>nd</sup> Standing Committee Meeting held on 27.04.2016 at Ernakulam, Kerala regarding 400KV Uravakonda-2 SS, APTRANSCO has accorded to issue amendment to the connectivity approval issued to M/s. Axis Energy Ventures India Pvt Ltd vide ref (1) cited as follows.

M/s. Axis Energy Ventures India Pvt Ltd may evacuate power from the proposed 399MW Wind Power Project being set-up at Vidapanakallu, Ananthapur District by connecting to the existing 400/220 KV Uravakonda-1 SS at 220KV level in stead of proposed 400/220KV Uravakonda-2 SS with the following arrangement at 400/220KV Uravakonda -1 SS.

*\* Reconfiguration with isolation bus arrangements at 220KV and providing 400/220KV, 3 x 500 MVA PTRs along with 1 x 125 MVAR Bus Reactor in addition to the already commissioned 125 MVAR bus reactor at 400KV bus of existing 400/220KV Uravakonda SS instead of approved Uravakonda-2 SS.*

For SV RENEWABLE ENERGY

Authorized Signatory

CHIEF GENERAL MANAGER  
T. C. M. S. R. S. P. C.  
APTRANSCO  
HYDRABAD

000292

- For execution of wind generation project, the following conditions shall be fulfilled by the developer:
- I. The developer has to ensure that the project shall connect radially to the existing transmission line (11KV/33KV/66KV/132KV) of the concerned SLDC or RLDC and the cost of connection shall be borne by the developer as per the regulation 2007.
  - II. Cost of the Land for 220 KV/400 KV substations to be provided by the developer at his own cost and the land shall be provided by APTRANSCO.
  - III. The location of Interface meters is as per the Regulation 2007 of APERC Regulation on Power Evaluation from remote generation covering Renewable Energy Source Power Plants.
  - IV. Further, as per the clause No. 4A-2 of Indian Electricity Code 2007, it is mandatory to provide data to SLDC prior to charging of the equipment. As per the clause 5.2(i) of Indian Electricity Code 2007, data communication system facility shall be provided at Pooling Station to transfer information to concerned SLDC and RLDC for Soderwind generators. Hence it is requested to provide the necessary Substation Automation System (IEC 61850) along with necessary communication system to communicate with A/DW (SLDC) for the proposed Wind Generation Pooling station. Presently it should communicate with ALDC/SLDC on IEC 60870-5-101 (Serial) protocol and provision to approach IEC 60870-5-104 (TCP/IP) protocol as the SLDC is Scheduling to be upgraded in near future.
  - V. The developer is required to maintain a security in the form of Bank Guarantee (BG) of Rs. 5.00 Lakhs/MW for first twelve months and Rs. 10.00 Lakhs/MW thereafter until your generating plants are commercially and Operation. Hence it is requested to submit the Bank Guarantee (with claim period of one month after validity period) within one month from the date of receipt of this letter and obtain field feasibility report before entering in to MOU, failing which the connectivity given will be cancelled without further intimation.
  - VI. The Wind developer has to furnish forecasting and scheduling and demand estimation by SLDC in compliance with IEC. Necessary undertaking has to be submitted to the Chief Engineer/SLDC prior to synchronization.
  - VII. The developer has to comply with Central Electricity Authority (Technical Standards for connectivity to the grid) Regulation 2007 and its subsequent

For SV RENEWABLE ENERGY

Authorized Signatory

CHIEF GENERAL MANAGER  
P. S. N. S. S. S.  
APTRANSCO, TIRUPATI

amendment regulations, 2013 Part- II(B)(B2) and Part-II(B)(B1) and the wind machines installed at Generating site should comply with LVRT equipment. The necessary type test certificates for LVRT must be approved by NWE (National Institute of Wind Energy) and the same will be submitted to the Chief Engineer/SLDC/APTRANSCO before synchronization.

VIII. The developer/Generators shall submit the static data of each generators such as WTG site/Location name, GPS coordinates of the location (Longitude & Latitude), Name of the wind farm owner/Developer, Owner Details, Hub height in m, Blade Length in m, Description of wind Generation data communication, Swept area in Sq.m Type of WTG, Make, SL No, Model of WTG, Capacity of the Turbine, Wind sensors details of Wind Speed, Wind Direction, Temperature, humidity, Generation Voltage, MW, MVAR.

Hence, you are requested to submit an undertaking on Rs.10/- Non-Judicial Bond paper for accepting the above terms and conditions.

Further, you are requested to submit your consent to take up the work on turnkey basis and to pay the supervision, engineering and other charges etc, within 15 days from the date of receipt of intimation from APTRANSCO.

After receipt of the consent letter and Undertaking the estimate for the scheme for the above work will be processed for approval.

Yours faithfully,

*[Signature]*  
Executive Director of APT/HRIS & Planning

- Copy to:
- Chief Engineer/Construction/APTRANSCO/Vijayawada
- Chief Engineer/Kadapa Zone/APTRANSCO/Kadapa
- Chief Engineer/IPC & Power Systems/APTRANSCO/Vijayawada
- Chief Engineer/SLDC/APTRANSCO/Vijayawada
- Chief Engineer/APCC/Commercial/VIS/Hyderabad
- Chief General Manager/PS MM & IPC/APS/DCL/Tirupathi
- Superintending Engineer/OMC/APTRANSCO/Ananthapur
- Superintending Engineer/Operation/APS/DCL/Ananthapur
- M/s NREDCAP, River Oaks Apartment, CSR Kalyana Mandapam Road, Tadepalli-522501

For SV RENEWABLE ENERGY

*[Signature]*  
Authorized Signatory

*[Signature]*  
CHIEF GENERAL MANAGER  
P. JINDU  
APS/DCL/TIRUPATHI



000294

TRANSMISSION CORPORATION OF ANDHRA PRADESH LIMITED

From:  
Executive Director  
HRD & Planning,  
APTRANSCO, Vidyut Soudha,  
Khairatabad, Hyderabad - 500082

To,  
M/s. Axis Energy Ventures India Pvt.Ltd,  
2<sup>nd</sup> Floor, PMR Plaza,  
H.No.6-3-680/8/3,  
Thakur Mansion Lane,  
Somajiguda,  
Hyderabad-82.

Lr.No.ED/HRD & Plg/DE-Comm/ADE-C/AE-C/P- Axis (Vidapanakallu)/D.No: 609 /16..dt: 3-08-20

Sir,

Sub: Evacuation of 399MW power from Wind Power Project at Vidapanakallu, Ananthapur District to be setup by M/s. Axis Energy Ventures India Pvt Ltd - Reg.

Ref: 1. Your Application Dt: 09-06-2016.  
2. M/s NREDCAP /WE/PE/34/2016, Lr Dt: 09.06.2016

\*\*\*

M/s NREDCAP recommended 399MW capacity allocation to your company vide reference 2<sup>nd</sup> cited for immediate implementation. It is to inform that, APTRANSCO has accorded connectivity to your plant for evacuating power from the proposed 399MW Wind Power Project being set-up at Vidapanakallu, Ananthapur District to be setup by M/s. Axis Energy Ventures India Pvt Ltd from the upcoming 400/220 KV Uravakonda-II SS at 220kV level.

For evacuation of wind generation, you are requested to lay proposed lines subject to the following conditions.

- I. The developer has to construct 220KV pooling station at generating site and shall connect radially to LV Bus of upcoming 400/220 KV Uravakonda-II SS. Cost of laying of lines including both side bays is to be borne by the developer as per the regulation in vogue.
- II. Cost of the Land for 220 KV Bay extensions at APTRANSCO Substations is to be procured by the developer at his own cost and the land is to be handed over to APTRANSCO.
- III. The location of Interface meters is as per the OP. No.40 of 2010 APERC Guidelines on Power Evacuation from Wind projects in Andhra Pradesh, APERC Regulation No.01/2015 (Terms and conditions for Tariff determination for wind power projects and respective agreement conditions).

**For BY RENEWABLE ENERGY**

  
**Authorized Signatory**


  
**PROJECT MANAGER**  
**APTRANSCO**  
**ANANTHAPUR**

000295

- IV. Further, as per the clause 1.50.4 to 2 of Indian Electricity Grid Code, 2009, it is mandatory to provide data to SLDC prior to energizing of the connection. As per the clause 5.2(a) of Indian Electricity Grid Code 2010, Data Acquisition System facility shall be provided at Pooling Station for transfer of information to concerned SLDC and RLDC for Solar/wind generators. Hence it is requested to provide the necessary Substation Automation System (IEC 61850) along with necessary communication system to communicate with ALDC/SLDC for the proposed Wind Generation Pooling station. Presently it should communicate to ALDC/SLDC on IEC 60870-5-101(Serial) protocol and provision to upgrade to IEC 60870-5-104 (TCP/IP) protocol as the SLDC is Scheduled to be upgraded in near future.
- V. The developer is required to maintain a security in the form of Bank Guarantee (BG) of Rs 5.00 Lakhs/MW for First twelve months and Rs 10.00 Lakhs/MW there after until your generating plants are commercially made Operational. Hence it is requested to submit the Bank Guarantee (with claim period of One month after validity period) within one month from the date of receipt of this letter and obtain field feasibility report before entering in to MOU, failing which the connectivity given will be cancelled without further intimation.
- VI. The Wind developer has to furnish forecasting and scheduling and demand estimation by SLDC in compliance with IEGC. Necessary undertaking has to be submitted to the Chief Engineer/SLDC prior to synchronization.
- VII. The developer has to comply with Central Electricity Authority (Technical Standards for connectivity to the grid) Regulation 2007 and its subsequent amendment regulations, 2013 Part- II(B)(B2) and Part-II(B)(B4)) and the wind machines installed at Generating site should comply with LVRT equipment. The necessary type test certificates for LVRT must be approved by NIWE (National Institute of Wind Energy) and the same will be submitted to the Chief Engineer/SLDC/APTransco before synchronization.
- VIII. The developer/Generators shall submit the static data of each generators such as WTG site/Location name, GPS coordinates of the Location (Longitude & Latitude), Name of the wind farm owner/Developer, Owner Details, Hub height in m, Blade Length in m, Description of wind Generation data communication, Swept area in Sq m Type of WTG, Make, Sl.No, Model of WTG, Capacity of the Turbine, Wind sensors details of Wind Speed, Wind Direction, Temperature, humidity, Generation Voltage.MW, MVAR.

FOR NEW RENEWABLE ENERGY

  
Authorized Signatory

  
CHIEF GENERAL MANAGER  
P & MS & PS  
APSPDCL & TRANSCO

000296  
29/8/11

Hence, you are requested to submit an undertaking on Rs100/- Non Judicial Bond paper for accepting the above terms and conditions.

Further, you are requested to submit your consent to take up the work on tirakey basis and to pay the supervision, engineering and other charges etc. within 15 days from the date of receipt of intimation from APTRANSCO.

After receipt of the consent letter and Undertaking the estimate for the scheme for the above work will be processed for approval.

Yours faithfully,

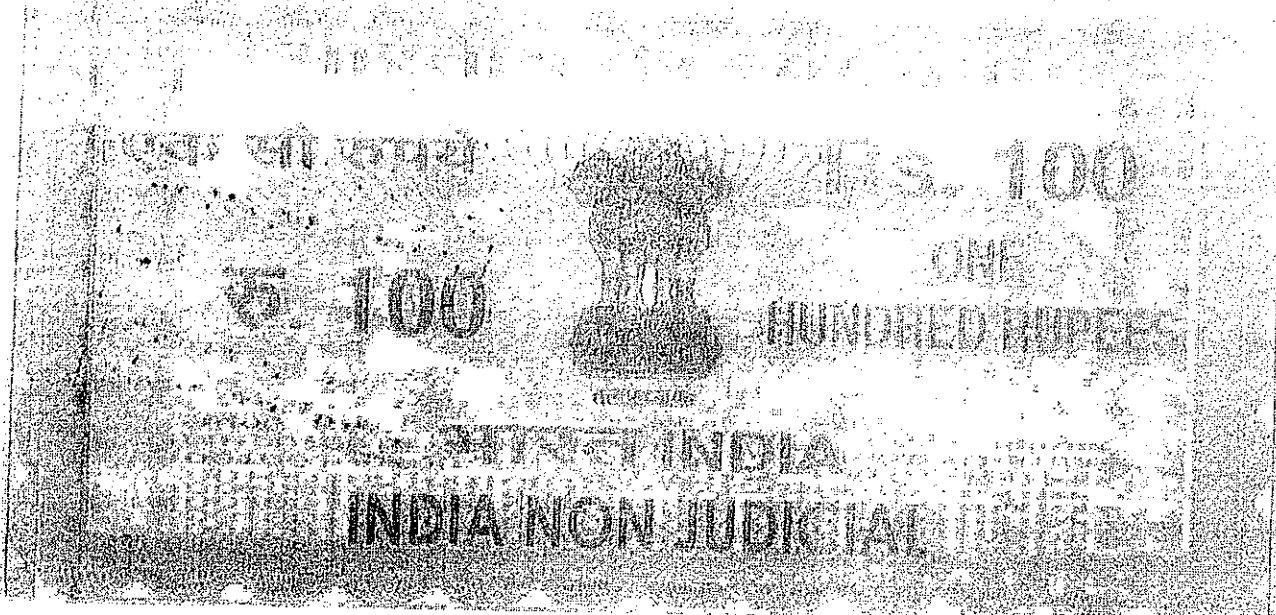
*B. V. Shanthi Reddy*  
Executive Director HRD & Planning 12/12 30/8/11

- Copy to:
- Chief Engineer/Construction/APTRANSCO/VS/Hyderabad
  - Chief Engineer/Kadapa Zone/APTRANSCO/Kadapa
  - Chief Engineer/IPC & Power Systems/APTRANSCO/VS/Hyderabad
  - Chief Engineer/SEDC/APTRANSCO/VS/Hyderabad
  - Chief Engineer/Commercial/APTRANSCO/VS/Hyderabad
  - Chief General Manager/P&MM & IPC/APSPDCL/Tirupathi
  - Superintending Engineer/OMC/APTRANSCO/Ananthapur
  - Superintending Engineer/Operation/APSPDCL/Ananthapur
  - M/s NREDCAP, 5-8-207/2, Pishah Complex, Nampally, Hyderabad - 500001

For BY RENEWABLE ENERGY

*[Signature]*  
Authorized Signatory

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



తెలంగాణ రాష్ట్రం TELANGANA

SI No. 19856 Date: 30-09-2016, Rs. 100/-  
MIDDE OTI KARUNAKAR, S/O. LATE RAMJI L. R/O. HYD.  
FOR WHOM: AXIS ENERGY VENTURES INDIA PVT. LTD.

*[Signature]* F 112154  
KONDA KAVITHA  
Licenced Stamp Vender  
SVL No: 16-01-08/2016  
H.No. 8-2-460/61, Road No.4  
Suldev Nagar, Banjara Hills, Hyderabad.

PROJECT IMPLEMENTATION AGREEMENT

THIS AGREEMENT ("Agreement") is executed on the 03<sup>rd</sup> day of the month of October, 2016 between:

**ANDHRA PRADESH SOUTHERN POWER DISTRIBUTION COMPANY LIMITED**, a company duly incorporated under the Companies Act 1956, having its registered office at D.No.19-19-63/A, Srinivasapuram, Tiruchandur Road, Tirupati - 517503, Chittoor District, Andhra Pradesh, India represented by its authorised signatory, The Chief General Manager/PSMM&IPC (hereinafter referred to as "APSDCL", which term shall mean and include its successors in interest, group companies, associates and assigns);

AND

**ANDHRA PRADESH EASTERN POWER DISTRIBUTION COMPANY LIMITED**, a company duly incorporated under the Companies Act 1956, having its registered office at P&T Colony, Seethampadara, Visakhapatnam-530 013, India represented by its authorised signatory, The Chief General Manager/Dig, PE & EA, (hereinafter referred to as "APERDCL", which term shall mean and include its successors in interest, group companies, associates and assigns);

AND

*[Signature]*  
**CHIEF GENERAL MANAGER**  
PSMM&IPC  
APERDCL, TIRUPATI

*[Signature]*  
**EXECUTIVE DIRECTOR**  
HEC & Planning  
APTRANSCO, Vidyal Soudha,  
HYDERABAD - 500 082.

*[Signature]*  
**CHIEF GENERAL MANAGER**  
PE & EA  
APERDCL, VISAKHAPATNAM

*[Signature]*  
**CHIEF ENERGY MANAGER**  
Planning, Power Purchase & RA  
A.P.E.P.O.C. Ltd.  
Authorized Signatory

*[Signature]*  
**CHIEF GENERAL MANAGER**  
P & MM & IPC  
APSDCL, TIRUPATI



000298

TRANSMISSION CORPORATION OF ANDHRA PRADESH LIMITED, a company duly incorporated under the Companies Act 1956, having its Corporate Office at Vidyut Soudha, Khairatabad, Hyderabad-500082, India represented by its authorised signatory, Executive Director/HRD & Planning, (hereinafter referred to as "APTRANSCO", which term shall mean and include its successors in interest, group companies, associates and assigns);

AND

SUZLON ENERGY LIMITED, a company duly incorporated under the Companies Act 1956, having its registered office at 5 Shrinjali Society, Near Shri Krishna Complex, Navrangpura, Ahmedabad - 380009, Gujarat, India and its Corporate Office at "One Earth" Building, Hadapsar, Pune-411028, Maharashtra, India represented by its authorised signatory Dr. Vinukota Bapeshwar Rao, President, (hereinafter referred to as "Suzlon", which term shall mean and include its successors in interest, group companies, associates and assigns);

Suzlon along with its associates is engaged in the business of manufacturing wind turbine generators and developing wind and solar power projects through engineering, procurement and supply model for various independent power producers.

AND

AXIS ENERGY VENTURES INDIA PRIVATE LIMITED, a company duly incorporated under the Companies Act 1956, having its registered office at 2nd Floor, Plot no.3, House No. 6-3-680/8/3, PMR Plaza, Thakur Mansion Lane, Somajiguda, Hyderabad - 500082, represented by its authorised signatory Mr. K. Ravi Kumar Reddy, Chairman and Managing Director (hereinafter referred to "Axis" which term shall mean and include its successors in interest, group companies, associates and assigns),

Axis, is one of the largest independent power producers in India with primary focus in development and operations of Renewable Energy Projects

APSPDCL, APEPDCL are hereinafter to be jointly referred to as "First Party". APTRANSCO to be referred to as "Second Party" and Suzlon and Axis are hereinafter jointly referred to as "Third Party". "First Party", "Second Party" and "Third Party" shall be referred to collectively as Parties.

WHEREAS:

- A. Suzlon and Axis envisaged developing jointly the Renewable Energy Projects (as defined hereinafter) in the state of Andhra Pradesh and accordingly on September 03, 2015 a proposal was submitted to GoAP for development of 4000 MW of Renewable Energy Projects in the state of Andhra Pradesh along with manufacturing facilities. GoAP has issued government order G.O.Ms No. 15 dated November 27, 2015 ("GO") in this regard (attached herewith as Annexure 1).

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

EXECUTIVE DIRECTOR  
HRD & Planning  
APTRANSCO, Vidyut Soudha,  
HYDERABAD - 500 082.

For Axis Energy Ventures India Pvt. Ltd.

Chairman & Managing Director

CHIEF GENERAL MANAGER  
Planning, Power Purchase & RA

For SV RENEWABLE ENERGY Ltd.  
VISAKHAPATNAM - 13

Authorized Signatory

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



- B. The Third Party in pursuance of said GO, have executed Memorandum of Understanding dated December 04, 2015 ("MoU") with GoAP, attached herewith as Annexure 2. As per the MoU, Suzlon and Axis have agreed to jointly participate in developing the Renewable Energy Projects (comprising of wind power projects (3000 MW) and wind-solar hybrid power projects (1000 MW) projects) for an aggregate capacity of about 4000 MW ("Renewable Energy Projects") and Suzlon shall additionally develop facilities for manufacturing blade, tower, nacelle/generator at multiple locations such as Anathapuram and Nellore districts or such other districts identified subsequently ("Manufacturing Facilities").
  - C. In terms of the MoU, the GoAP and the Third Party executed the Project Implementation Agreement dated January 11, 2016 ("PIA") (attached herewith as Annexure 3) incorporating the terms and conditions for implementation of Renewable Energy Projects.
  - D. Further, in terms of the PIA, the NREDCAP and the Third Party executed the Project Agreement dated February 3, 2016 ("Project Agreement") (attached herewith as Annexure 4) incorporating the terms and conditions for implementation of Renewable Energy Projects in a time bound manner in coordination with APTRANSCO and APDISCOMs.
  - E. Further Vide Letter dated March 28, 2016 (attached herewith as Annexure 5), Principal Secretary to the Government of Andhra Pradesh, (Energy, I&I and CRDA) directed APSPDCL and APERDCL to take necessary further action to sign Power Purchase Agreements in respect of 3000MW of Renewable energy projects (in the format approved by APERC) from time to time and purchase the entire capacity of power generated from the Renewable Energy Projects based on the tariff determined by the APERC.
  - F. And also by Letter dated March 28, 2016 (attached herewith as Annexure 6) Principal Secretary to the Government of Andhra Pradesh, (Energy, I&I and CRDA) directed APTRANSCO to take necessary action to create required transmission infrastructure for evacuation of power generated from Renewable Energy Projects on priority basis.
  - G. Further to the letter attached as Annexure 5, APSPDCL has written a letter dated 30.05.2016 to APERC requesting to permit for entering into advance PPAs with the Third Party. Subsequently Principal Secretary to GoAP, Energy, I & I Department, vide letter dated 11.08.2016 has directed APTRANSCO and APDISCOMs to take necessary approvals from APERC by submitting long term forecast plan, resource plan and power procurement plan before entering into the PPAs. In response to above APERC communicated vide letter dated 02.09.2016 to The CGM (P&M&I&C), APSPDCL Tirupathi that "APCC, APTRANSCO and APDISCOMs are at liberty to consider and determine the response to the issues involved and the manner in which they decide to proceed further in accordance with law. While doing so, the contents of the letter from The Principal Secretary to GoAP, Energy, I & I Department, addressed to CMD/APTRANSCO and CMD/APDISCOMs dated 11.08.2016 may also be kept in view". All the above letters (3 Nos) are attached here with as Annexure 7.
- II. The Coordination Committee meeting was held on 27.07.2016 at Vijayawada (Minutes of Meeting attached herewith as Annexure 8), wherein the Committee directed APTRANSCO for creation of Power Evacuation facilities for the above said Renewable Energy Projects.

NOW THEREFORE, PARTIES HERIN HAVE AGREED TO THE FOLLOWING.



**INTERPRETATIONS**

The nomenclature of this Agreement, heading and paragraph numbers are only for the convenience of reference.

**CHIEF GENERAL MANAGER**  
Planning, Power Purchase & RA  
**FOR SV RENEWABLE ENERGY**  
SARAFI, RAJANAM - 13

Authorized Signatory

**EXECUTIVE DIRECTOR**  
IRD & Planning  
APTRANSCO, Vijayawada  
HYDERABAD - 500 082

For Axis Energy Ventures India Pvt. Ltd.

Chairman & Managing Director

**CHIEF GENERAL MANAGER**  
P&M&I&C  
**APSPDCL - TIRUPATHI**

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- 1.2 Reference to persons and words denoting natural persons shall include bodies corporate, partnerships, joint ventures, statutory and other authorities and entities.
- 1.3 Reference to any enactment, ordinance or regulation or any provision thereof shall include any amendment thereof or any replacement in whole or in part.
- 1.4 Reference to Recitals, Clauses, or Sub-Clauses shall unless the context otherwise requires, be deemed to include the Recitals, Clause or Sub-Clauses of this Agreement.
- 1.5 The words importing singulars shall include plurals and vice-versa as the case may be.
- 1.6 Terms beginning with capital letters and defined as per this Agreement shall have the same meaning ascribed thereto.
- 1.7 Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference, to that agreement, deed, instrument, license or other document as amended varied, supplemented, modified or suspended at the time of such reference provided that this Clause shall not operate so as to increase liability or obligations of any Party hereunder or pursuant hereto in any manner whatsoever.
- 1.8 Any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or report required under or pursuant to this Agreement from or by any party shall be valid and effectual only if it is in writing and under the hands of duly authorized representative of such party in this behalf and not otherwise.
- 1.9 Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days' or dates.
- 1.10 The words / expressions used in this Agreement shall bear the same meaning as assigned to them in the context in which these have been used in this Agreement.


## 2. DEFINITIONS


- 2.1 In this Agreement, the various terms shall have the following meanings, except where the context otherwise requires, definitions and other terms expressed in the singular shall also include the plural and vice versa, namely:-

"Arbitration Act" means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof as in force from time to time;

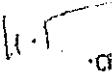
"Dispute" shall have the meaning as specified in Clause 7;


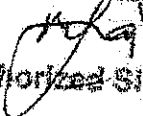
"Effective Date" shall mean the date of signing of this Agreement;

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

  
EXECUTIVE DIRECTOR  
HRD & Planning  
APTRANSO, Vidyut Soudha,  
HYDERABAD - 500 082.

For Axis Energy Ventures India Pvt. Ltd.

  
Chairman & Managing Director

  
CHIEF GENERAL MANAGER  
Planning, Power Purchase & RA  
For SV RENEWABLE ENERGY D.C. Ltd.  
VISAKHAPATNAM CHIEF GENERAL MANAGER  
- P & MM & IPC  
APSPDCL :: TIRUPATI  
  
Authorized Signatory



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"Force Majeure" shall have the meaning as ascribed thereto in Clause 5;

"GoAP" shall mean the state government of the Andhra Pradesh;

"GoI" shall mean Government of India;

"Individual Project" shall mean each renewable energy project set up as part of the Renewable Energy Projects based on allotment issued by NREDCAP to M/s. Suzlon Energy Limited and/or M/s. Axis Energy Ventures India Limited;

"Interconnection Facilities" shall have the meaning ascribed in the APERC approved PPA format from time to time.

"Interconnection Point" means the point or points where the Project and the APDISCOM(s) (APSPDCL/APEPDCL)/APTRANSCO grid system are interconnected. For the Renewable Energy Projects, interconnection point is at the BHV side of the pooling substation. The metering for the Project will be provided at the interconnection point as per the directions given by APERC from time to time;

"Project Implementation Agreement" means this Agreement together with the Schedules attached herein and any amendments made thereto in accordance with the provisions herein contained;

"Power Evacuation Facilities" means the facilities to be created for evacuation of the power from the Renewable Energy Projects in line with APERC guidelines from time to time.

"Power Purchase Agreement" shall mean a contractual agreement to be signed with APDISCOM(s) for sale of power generated from the Renewable Energy as may be approved by APERC from time to time.

"Renewable Energy Projects" shall mean that the Renewable Energy Projects (comprising of wind power projects (3000 MW) and wind-solar hybrid power projects (1000 MW) projects) for an aggregate capacity of about 4000 MW as to be executed by the Third Party in accordance with the PIA.

**CLAUSE 3**

**TERMS OF THE AGREEMENT**

**3.1 Effectiveness**

This Agreement shall come into force from the Effective Date.

**3.2 Term of the Agreement**

This Agreement shall remain in force for a period of 7 (seven) years from the Effective Date, and will remain in force till the execution of the entire PPAs and Power Evacuation facilities for an aggregate capacity of 4000MW (Wind - 3000MW and Wind - Solar Hybrid - 1000MW) of the Renewable Energy Projects.

**EXECUTIVE DIRECTOR** For Axis Energy Ventures India Pvt. Ltd.  
HED & Planning  
APTRANSCO, Vidyal Soudha,  
HYDERABAD - 500 082  
Chairman & Managing Director

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



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

**CHIEF GENERAL MANAGER**  
For SV RENEWABLE ENERGY  
P & MM & IPC  
APSPDCL - TIRUPATI  
Authorized Signatory



000302

3.3 APSPDCL and APEPDCL:

APSPDCL and APEPDCL agree that the principal objective of this Agreement is to record the intent of the Parties to execute Power Purchase Agreements as approved by APERC from time to time and also to extend the necessary support for timely completion of the Renewable Energy Projects and therefore agrees to provide the support to the Third Party as set out in this Agreement.

3.4 APTRANSCO agree that the principal objective of this Agreement is to record the intent of the Parties to extend necessary support for timely completion of the Renewable Energy Projects and therefore agrees to provide the support to the Third Party as set out in this Agreement.

CLAUSE 4

EXECUTION OF POWER PURCHASE AGREEMENT

4.1 First Party agrees to execute Power Purchase Agreements with the Third Party in the format attached as Annexure 9 and as may be approved by APERC, and purchase the entire capacity of the power generated from the Renewable Energy Projects at tariff determined by the Andhra Pradesh Electricity Regulatory Commission in accordance with Section 61, Section 62, Section 86 of Electricity Act, 2003 and any regulations made there under. The terms of the PPA will be as approved by commission from time to time.

Provided that finalization of capacity for entering into PPA by First Party with Third Party from time to time shall be based on the NREDCAP prioritization, duly considering the balance targeted RPPO and the Policies of GoAP, and the project capacity as per the Annexure-10.

4.2 The Second Party hereby confirm and agrees to evacuate power produced from the Renewable Energy Projects. The power generated from the Renewable Energy Projects shall be provided with adequate power evacuation facilities by the Second Party for evacuation of power from the Interconnection Point of Renewable Energy projects as per the procedure in vogue and in compliance of APERC orders.

4.3 Out of the said 4000 MW of Renewable Energy Projects, 2800 MW will be evacuated through existing grid infrastructure and/or green energy corridor which is created/to be created by Second Party for evacuating Wind/Solar power projects and for remaining 1200 MW of Renewable Energy Projects power evacuation infrastructure will be taken up by the Third Party through PPP model on behalf of the Second Party. The Second Party will constitute a committee along with the Third party and work out the modalities and guidelines for finalization of PPP model.

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

EXECUTIVE DIRECTOR  
HRD & Planning  
APTRANSCO, Vidyut Soudha,  
HYDERABAD - 500 032.

For Axis Energy Ventures India Pvt. Ltd.

Chairman & Managing Director

CHIEF GENERAL MANAGER  
Power Purchase & RA  
APEPDCL  
MAKHAPATNAM - 13

Authorized Signatory

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



CLAUSE 5  
FORCE MAJEURE

- 5.1 Force Majeure shall mean any event or circumstance or combination of events or circumstances that wholly or partly prevent or unavoidably delay the Party claiming Force Majeure (hereinafter referred to as the "Affected Party") in the performance of its obligations under this Agreement and which act or event:
    - 5.1.1 is beyond the reasonable control of and not arising out of the fault of the Affected Party;
    - 5.1.2 the Affected Party has been unable to prevent by the exercise of due diligence and reasonable efforts, skill and care, including through expenditure of reasonable sums of money; and
    - 5.1.3 has a materially adverse effect on the Renewable Energy Projects.
- Such events include any acts of GoAP/APDISCOMs/APTRANSCO either in its sovereign or its contractual capacity, war, civil war, insurrection, riots, revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes, radioactivity and earthquakes.
- 5.2 Upon the occurrence of any Force Majeure Event:
    - 5.2.1 The date for achieving the specific obligations shall be extended by the period for which such Force Majeure event subsists and the Term shall be proportionately extended; and
    - 5.2.2 The Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs arising out of any Force Majeure Event.

CLAUSE 6  
GOVERNING LAW

- 6.1 The rights and obligations of the Parties under or pursuant to this Agreement shall be governed by and construed according to the applicable laws. This Agreement shall be subject to the jurisdiction of the competent courts at capital city of Andhra Pradesh.

CLAUSE 7  
RESOLUTION OF DISPUTES


- 7.1 Good Faith Negotiations.
 

All disputes, disagreement or difference between the Parties (each a "Dispute"), arising out of or in relation to the construction or operation of the Renewable Energy Projects, shall be resolved through the following dispute resolution procedure:

  - 7.1.1 Either Party shall give to the other a written notice setting out the material particulars of Disputes and requiring an authorized Senior Executive Officer each from the APTRANSCO/APDISCOMs and Suzlon/Axis, to meet in person at the capital city of Andhra Pradesh or at any other mutually agreed place within 20 (twenty) working days of the date of receipt of such notice by the relevant party to attempt negotiation in good faith and using their best endeavours at all times to resolve the Disputes.

CHIEF GENERAL MANAGER  
P. L. SURI & IFC  
APSPDCL, TIRUPATI

EXECUTIVE DIRECTOR  
HRD & Planning  
APTRANSCO, Vidyal Soudha,  
HYDERABAD - 500 032

Chairman & Managing Director  


CHIEF GENERAL MANAGER  
For SV RENEWABLE ENERGY  
P. L. SURI & IFC  
APSPDCL, TIRUPATI  
Authorized Signatory

CHIEF GENERAL MANAGER  
P. L. SURI & IFC  
APSPDCL, TIRUPATI

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- 7.1.2 If the Dispute is not resolved as evidenced by the terms of the settlement being reduced to writing and signed by the Senior Executive Officers of both the Parties within 30 (thirty) working days after the date of receipt of the Notice described in Clause 7.1.1, then the parties may resolve the same in accordance with Clause 7.1.3.
- 7.1.3 If the Dispute is not resolved at the meeting of the Senior Executive Officers of both the Parties, the Chairman and Managing Director, APTRANSCO/APDISCOMs and the Chairman of Suzlon/ Axis shall meet at the capital city of Andhra Pradesh or any other mutually agreed place within 30 (thirty) working days after the expiry of the period mentioned in Clause 7.1.2, to attempt negotiations in good faith and using their best endeavours at all times to resolve the dispute within a further period of 30 (thirty) days and if the Dispute is still not resolved as evidenced by the terms of the settlement being reduced to writing and signed by the authorized representatives of both the Parties, the provisions of the Clause 7.2 or 7.3 shall apply, unless the said period is mutually extended.
- 7.2 Any Disputes not resolved between the Parties in accordance with Clause 7.1, and if that dispute is falling under the purview of the APERC jurisdiction then same will be referred to the APERC for adjudication.
- 7.3 All other Disputes which do not come under the jurisdiction of APERC and could not be resolved between the Parties in accordance with Clause 7.1, shall be settled by way of arbitration in accordance with the provision of Arbitration and Conciliation Act, 1996 including any statutory modification or variation thereof, by reference to an arbitrator panel of 3 (three) arbitrators, one to be appointed by the First Party or the Second Party, one to be appointed by Third Party and the third to be appointed by the two arbitrators so appointed, who shall act as Chairperson of the Arbitral Tribunal. All the expenses of the arbitration shall be borne and paid by the Parties to the dispute in equal proportion. The arbitrators shall give a speaking Award.
- 7.4 The Award rendered in any arbitration commenced hereunder shall be final and binding.
- 7.5 The arbitration proceedings shall take place at capital city of Andhra Pradesh only and the Courts of the state of Andhra Pradesh alone have jurisdiction to this purpose.
- 7.6 The right to arbitrate disputes under this Agreement shall survive the expiry of term or the Termination of this Agreement.

#### CLAUSE 6

#### AMENDMENTS

- 8.1 No amendments or waiver of any provision of this Agreement and no consent to any departure by either party here from, shall in any event be effective unless the same shall be writing and signed by each of the Parties.

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

EXECUTIVE DIRECTOR  
HRD & Planning  
APTRANSCO, Vidyut Soudha,  
HYDERABAD - 509 002.

For Axis Energy Ventures India Pvt. Ltd.

Chairman & Managing Director

For SV RENEWABLE ENERGY  
Planning, Power Purchase & RA  
A.P.E.P.D.C. Ltd.  
Authorized Signatory

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



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CLAUSE 9

COMMUNICATION

9.1 Any communication/notice by one Party to the other under this Agreement shall be deemed to be served if sent by cable, fax or E-mail followed by a confirmation letter delivered by hand or by registered mail to the respective addresses.

9.2 Communication should be addressed as below:

For First Party

APSPDCL

The Chief General Manager/P&MM&IPC,  
Andhra Pradesh Southern Power Distribution Company Limited  
D.No:19-13-65/A, Sainivasapuram, Tiruchanoor Road,  
Tirupathi-517502, Chittoor District, Andhra Pradesh.

APEPDCL

The Chief General Manager/Plg. PP & RA,  
Andhra Pradesh Eastern Power Distribution Company Limited  
P & T Colony, Seethammadhara, Vishakapatnam-530 013, Andhra Pradesh.

For Second Party

APTRANSCO

The Executive Director/ HRD & Plg.,  
Transmission Corporation of Andhra Pradesh Limited  
Vidyuth Soudha, Kharathabad, Hyderabad-500082.

For Third Party

Suzlon

The Chairman and Managing Director,  
Suzlon Energy Limited,  
One Earth Building, Hadapsal,  
Pune-411028, Maharashtra, India  
Tel. No: +91-20-67022000/61356135/67202500  
Fax No: +91-20-67022100/67022200  
Email Id: [cmd@suzlon.com](mailto:cmd@suzlon.com)

Axis

The Chairman and Managing Director,  
Axis Energy Ventures India Private Limited,  
2nd floor, Plot no.4, House No. 6-3-680/8/3, PMR Plaza,  
Thakur Mansion Lane, Somajiguda, Hyderabad - 500 082  
Tel No: +91 040 23412312/23412313  
Fax No: +91 040 23412314  
Email Id: [ravi@axisenergy.in](mailto:ravi@axisenergy.in)

For Axis Energy Ventures India Pvt. Ltd.

EXECUTIVE DIRECTOR  
HRD & Planning  
APTRANSCO, Vidyut Soudha,  
HYDERABAD - 500 082.

Chairman & Managing Director

CHIEF GENERAL MANAGER  
P & MM & IPC  
APSPDCL - TIRUPATHI

CHIEF GENERAL MANAGER  
For SV RENEWABLE ENERGY (PP & RA)  
A.P.E.P.D.C. LTD.  
VISHAKHAPATNAM - 13  
Authorized Signatory

CHIEF GENERAL MANAGER  
P & MM & IPC  
APSPDCL - TIRUPATHI



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CLAUSE 10

MISCELLANEOUS

10.1 Relationship of the Parties

This agreement shall not be interpreted or construed or create an association, joint venture or partnership between the Parties or to impose any partnership obligation or right upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party.

10.2 Third Parties

This agreement is intended solely for the benefit of the Parties hereto. Nothing in this agreement shall be construed to create any duty, to standard of care with reference to, or any liability to, any person not a party to this Agreement.

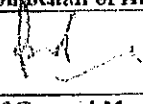
10.3 Severability


If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality 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 one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under the Agreement or otherwise.


10.4 Survival

The termination or expiry of this Agreement shall not affect the accrued rights, obligations and liabilities of either party under this agreement, nor shall it affect any continuing obligations, which this Agreement provides, whether expressly or by necessary implication.

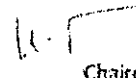
IN WITNESS, the Parties hereto have executed and delivered this Agreement at on the date first written above.

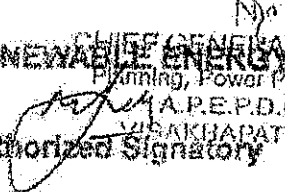
<b>CHIEF GENERAL MANAGER P&amp;M&amp;IPC APSPDCL :: TIRUPATI</b>	For and on behalf of APSPDCL 
	The Chief General Manager/P&M&IPC


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

  
EXECUTIVE DIRECTOR  
HRD & Planning  
APTRANSCO, Vidyut Soudha,  
HYDERABAD - 500 082.

For Axis Energy Ventures India Pvt. Ltd.

  
Chairman & Managing Director

  
For SV RENEWABLE ENERGY  
CHIEF GENERAL MANAGER  
Planning, Power Purchase & RA  
A.P.E.P.D.C. Ltd.  
VISAKHAPATNAM  
Authorized Signatory


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



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CHIEF GENERAL MANAGER Planning, Power Purchase & RA A.P.E.P.D.C. Ltd. VISA KHAPATNAM - 13	For and on behalf of APEPDCL  <i>[Signature]</i> The Chief General Manager/Pig, PP & RA
--	--

EXECUTIVE DIRECTOR HRD & Planning APTRANSCO, Vijaya Soudha HYDERABAD - 500 082	For and on behalf of APTRANSCO  <i>[Signature]</i> Executive Director/HRD & Png.
---	---

	For and on behalf of SUZLON ENERGY LIMITED  <i>[Signature]</i> PRESIDENT
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	For and on behalf of AXIS ENERGY VENTURES INDIA PRIVATE LIMITED For Axis Energy Ventures India Pvt. Ltd.  <i>[Signature]</i> The Chairman and Managing Director Chairman & Managing Director
--	---

Witness:

- [Signature]*  
(*[Name]*)
- [Signature]*  
Jaya Prakash F  
Suzlon Energy Ltd  
Hyderabad

For SV RENEWABLE ENERGY  
*[Signature]*  
Authorized Signatory

*[Signature]*  
CHIEF GENERAL MANAGER  
P.P. & IPO  
ARSPICU, TIRUPATI

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LIST OF ANNEXURES

ANNEXURE 1

G.O.Ms No. 15 dated November 27, 2015

ANNEXURE 2

MoU dated December 04, 2015 executed between the GoAP and Third Party.

ANNEXURE 3

Project Implementation Agreement (PIA) dated January 11, 2016.

ANNEXURE 4

Project Agreement dated February 03, 2016.

ANNEXURE 5

Letter dated March 28, 2016, of Principal Secretary to the GoAP, (Energy, I&I and CRDA).

ANNEXURE 6

Letter dated March 28, 2016, of Principal Secretary to the GoAP, (Energy, I&I and CRDA).

ANNEXURE 7

Letter No. APSPDCL/TP/DGM/IPC/E/D.NO/ 484/2016 dated 30.05.2016 of GGM APSPDCL to The Secretary APERC.

Letter No. 1050/POWER.I (1)/2016, dated 11.06.2016, of The Principal Secretary to the GoAP, (Energy, I&I and CRDA).

Letter No. APERC/D(PPP)/DD(P&PP)/E.No.E-509/D.No.687/2016, dated 02.09.2016 from The Secretary APERC to GGM APSPDCL.

ANNEXURE 8

Minutes of Meeting of Coordination committee dated: 01.08.2016.

ANNEXURE 9

Power Purchase Agreement format approved by APERC.

ANNEXURE 10

Implementation schedule of Renewable Energy Projects in accordance with PIA.

CHIEF GENERAL MANAGER  
P & MIA & IPC  
APSPDCL - TIRUPATI

For Ash Energy Ventures India Pvt. Ltd.



Chairman & Managing Director

EXECUTIVE DIRECTOR  
HRD & Planning  
APTRANSCO, Vidyut Soudha,  
HYDERABAD - 500 082.

CHIEF GENERAL MANAGER  
Planning, Power Purchase & RA  
For SV RENEWABLE ENERGY  
VISAKHAPATNAM - 13

Authorized Signatory

CHIEF GENERAL MANAGER  
P & MIA & IPC  
APSPDCL - TIRUPATI

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**ANDHRA PRADESH ELECTRICITY REGULATORY COMMISSION**

(Regulator of Electricity in the State of Andhra Pradesh and Telangana)  
#11-A, 6th, 4th & 5th Floors, Sarvagana Bhawan, Red Hills, Hyderabad 500 001  
Phone: 080-20971397, 20971398 Fax: 080-20971399, 20971400 Website: www.aperc.org

From  
Commission Secretary,  
APERC, 4th & 5th Floors,  
# 11-A, 6th, Sarvagana Bhawan,  
Red Hills, Hyderabad-500 001,  
Hyderabad 500 001.

To  
The Chairman & Managing Director,  
APCPDCL, B-1-50, 5th floor,  
Corporate Office, Mint Compound,  
Hyderabad 500 004.

LT. No. APERC/Secy/(Dis/Energ)/DD(Frans)/E/625.14/2014-1 Dt. 04.06.2014

Sr.

Sub: APERC - Guidelines on power evacuation from Wind Power Projects - Clarifications - Issued.

Ref:- 1) Lt.No.CCM(Comm & RAC)/SD/PC/F.D.No.79/14 Dt 11.04.2014

2) APERC Order dated 30.03.2010 in O.P. No.40 of 2010

3) APERC Order dated 11.07.2012 in O.P. No.7 of 2012

In the letter 1<sup>st</sup> cited, APCPDCL has requested the Commission to issue necessary clarifications with regard to quantum of power to be evacuated on each size of the conductor (viz., 55 Sqmm, 100 Sqmm, 150 Sqmm, Panther, etc.) at 33 kV voltage level, as given in Annexure-I of the APERC Order dated 30.03.2010 in O.P. No.40 of 2010.

After careful examination of the issue, in the partial modification of guideline order issued in O.P. No.7 of 2012 the Commission grants discretion to the developer for choosing the conductor for connecting wind generator to the pooling substation of the developer, subject to the CEIG approval. No further clarifications on conductor size in this connection are required.

Further, it is clarified that the term "per circuit" mentioned at paragraph 12(iii) of the order dated 11.07.2012 in O.P. No.7 of 2012 can be interpreted as "per feeder".

This is issued with the concurrence of the Commission.

Yours faithfully,

Commission Secretary

Copy to:

The Chairman & Managing Director, APTransco, Vidyan Soudha, Hyderabad -52.

PS to the Chairman/APERC

PS to the Member (A)/APERC

PS to the Member (R)/APERC

**For SV RENEWABLE ENERGY**

Authorized Signatory

CHIEF TECHNICAL MANAGER

P. S. V. RAO  
APERC, HYDRABAD



000310



**ANDHRA PRADESH ELECTRICITY REGULATORY COMMISSION**

**Hyderabad**

**Dated: 30-03-2010**

**Present:**

**Sri A. Raghotham Rao, Chairman**

**Sri R. Radhakishen, Member**

**Sri C.R. Sekhar Reddy, Member**

**O. P. No. 40 of 2010**

**In the matter of approval of format for Power Purchase Agreement (PPA) and Guidelines on Power Evacuation from Wind Power Projects in Andhra Pradesh.**

- 1. The Andhra Pradesh Electricity Regulatory Commission passed orders on 01-05-2009 in O.P. Nos. 687 of 2009, determining the tariff for Wind Power Projects. As per the said orders, the tariff for Wind Power Projects for which PPAs would be entered into between 01-05-2009 and 31-03-2014, shall be firm at Rs. 3.50 per unit for the first ten (10) years from Commercial Operation Date (COD). The orders also stipulated that the**

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**For BY RENEWABLE ENERGY**

**Authorized Signatory**

**CHIEF GENERAL MANAGER**

**P. S. MINISTERS**

**APSPDCL, TIRUPATI**

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eligible developer shall bear the entire cost of power evacuation facilities for interconnecting the Wind Farms with the Grid and delivery of power.

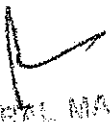
2. Against the above backdrop, a petition was filed by 4 DISCOMS & APTRANSCO (herein after referred to as petitioners) on 20-08-2009, seeking orders u/s 86 (1) (b) & (e) of the Electricity Act, 2003 read with sec: 21 (4) of APER Act, 1998, for approval of guidelines for evacuation of power from Wind Power Projects and format of revised standard PPA. The motivation for filing the above said petition, as stated in the petition itself, is a request from the prospective Wind Power Project developers seeking issuance of guidelines on power evacuation facilities and making certain amendments to the existing standard PPA towards uniform and Regulatory approved guidelines for evacuation facilities and power purchase agreement format which will provide clarity and help in sustainable promotion of Wind Power Projects. Obviously the petition is a next step to orders determining tariff for the wind projects towards attracting investments in the wind sector in the state of Andhra Pradesh. Admittedly, the guidelines on power evacuation facilities and PPA format have been evolved in consultation with prospective developers and Non Conventional Energy Development Corporation of Andhra Pradesh (NEDCAP).

3. The petition was taken on record by the Commission and was assigned O.P.No.40 of 2009. Thereafter, Public Notice was issued on 26-10-2009

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**For BY RENEWABLE ENERGY**

**Authorized Signatory**

  
**CHIEF GENERAL MANAGER**  
**V. S. ANIL K. IYER**  
**APERC, TIRUPATI**

2

inviting the views of Public and other Stakeholders on the petition filed by the 4 Discoms and AP Transco which was placed on the official website of the Commission. The last date for receipt of views was 15-11-2009 and thereafter a Public hearing was scheduled for 30-11-2009.

4. In response to the above notice, two (2) Associations viz. (1) Indian Wind Turbine Manufacturers Association (IWTMA) and (2) Indian Wind energy Association (InWEA) filed their written submissions with a copy to the Chief Engineer/IPC/APPCC, the petitioner on 11-11-2009 and 23-11-2009 [InWEA took permission to file their written submissions after the due date of 15-11-2009] respectively. The Commission had directed the petitioner to file their responses vide letter dated 25-11-2009 with a copy to the above two Associations. The petitioner had filed their responses vide their letter dated 30-12-2009. Subsequently, the matter was part heard on 30-11-2009 and thereafter finally heard on 10-02-2010. During the hearings, in addition to the petitioner and members of the above said associations, a representative of (NEDCAP) was also present.
5. The Commission, having perused the record and with due regard to the written and oral submissions of the above said two associations, together with the written and oral responses of the petitioner, and also cognizing the views of the representative of the NEDCAP, identified the following key issues in the context of approval of guidelines for evacuation of power from

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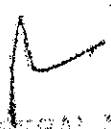
wind power projects and approval of format of revised standard power purchase agreement:

- (i) Whether Choice of conductor (technology, size, and loading) at 33 kV level should be left to the developer.
- (ii) Whether there is any need for sanctioning of estimates and drawings by any agency, since the 33 kV system is constructed, operated and owned by the developer.
- (iii) Whether supervision charges are to be levied, since the 33 kV network is constructed, owned and operated by the wind firm developer.
- (iv) Whether there should be a provision for the individual projects to be inter-connected to the grid network also.
- (v) Whether Explanation 2 under Delivered Energy clause is to be modified.
- (vi) Whether certain additional undertakings of Discoms need to be inserted under clause 6.2 of the PPA.

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For SV RENEWABLE ENERGY

  
Authorized Signatory

  
CHIEF GENERAL MANAGER  
P & HR & PFC  
APCOBCL :: TIRUPATI

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- (vii) Whether seeking approval of guidelines for power evacuation by the licensee has legal validity.
- (viii) Whether evacuation costs beyond metering point should be borne by STU.
- (ix) Whether differential treatment for Cluster and Individual projects can be allowed.
- (x) Whether deemed generation clause needs to be incorporated into the PPA.
6. The detailed examination of the key issues and findings of the Commission thereon are as under:

(i) Whether Choice of conductor (technology, size, and loading) at 33 kV level should be left to developer. IWTMA suggested that in the draft guidelines, choice of the conductors has been limited to only AAAC conductors which is not appropriate as there are several other types of conductors available in the market like ACSR, new technologies like ACCC etc. They further stated that the developer should be left free to adopt available technologies and the size, type and loading on the conductors based on thermal limits. On this, the petitioner stated that the limit of

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**For SV RENEWABLE ENERGY**

**Authorized Signatory**

**CHIEF GENERAL MANAGER**

**P. E. III & IFC**

**APSDCL - TIRUPATI**

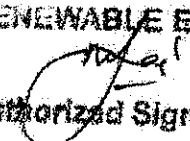
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power to be transferred at specific voltage level is characterized by current carrying capacity of the conductor and voltage regulation and as such, there was requirement to specify the permissible capacity on specific conductor at specific voltage. They further stated that the other states' ERCs have also specified the norms for injection of power by NRE projects to the state grid, and that the Rajasthan Electricity Regulatory Commission in its order dt. 31.3.2006 had stipulated the norms for connectivity of NRE projects with the grid. The petitioners requested the Commission to approve the evacuation norms for Wind power projects to be permitted at 33 KV level as proposed. The representative of the NEDCAP also opined that from the point of view of ensuring uniformity in the Grid, the choice of selecting the technology, size, type and loading of the conductor cannot be left to the developer. After a detailed examination of the technical considerations, the Commission is of the view that no changes are warranted on this account, in the evacuation guidelines or the PPA format submitted by the petitioner.

(ii) Whether there is any need for sanctioning of estimates and drawings by any agency since 33 kV system is constructed, operated and owned by the developer: IWTMA stated that the 33 kV line is constructed, operated and owned by the Wind firm developer and as such 33 kV systems should not be subject to sanctioning of estimates or drawings from any of the agencies. In response, the petitioner stated that Section 7 of the Electricity Act, 2003

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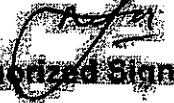
For **SV RENEWABLE ENERGY**


  
Authorized Signatory

  
CHIEF GENERAL MANAGER  
R. S. MISHRA IPE  
APUPOOLM TIRUPATI

stipulates that a generating company has to comply with technical standards relating to connectivity with grid, referred to in clause (b) of Section 73. The petitioner further stated that the Central Electricity Authority's (CEA) notified regulations on technical standards for connectivity to the grid, and particularly Clause 6 (6) of the above said regulation, stipulates that a generating company has to make a request for connection in the planning stage to the transmission or distribution licensee, as the case may be, and the licensee should carry out interconnection study to determine the interconnection point, required interconnection facilities and modifications required to the existing grid. The petitioner further added that the regulation also states that the study may also address transmission system capability, losses and voltage regulation etc., and as such, the Transmission and Distribution licensees have to study and finalize the inter connection scheme for wind power projects. The petitioner further stated that states like Karnataka and Tamilnadu are also following a similar procedure. The Commission having considered the views of both the parties, is of the view that sanctioning of estimates and approval of drawings has to be necessarily done by the concerned licensees, in as much as the 33 KV system, even though owned and operated by the developer, will ultimately form part of the grid and as such supervision by the licensee is a necessity and is in line with provision of the EA 2003 and accordingly, no changes are warranted in the evacuation guidelines and the format PPA submitted by the petitioner.

For SV RENEWABLE ENERGY

  
 Authorized Signatory

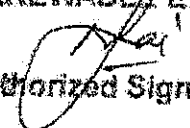
  
 CHIEF GENERAL MANAGER  
 APERC  
 APERC, CHENNAI

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(iii) Whether supervision charges are to be levied since 33 kV network is constructed, owned and operated by the wind firm developer: IWTMA pointed out that since the entire 33 KV network from the Wind turbine up to and including the Wind farm pooling station is constructed, owned and operated by the Wind firm developer, there should not be any supervision charges payable to APTRANSCO or DISCOM. In response to this, the petitioner stated that the evacuation scheme executed by Wind developers required to be supervised by the concerned Officers of transmission and distribution licensee for adherence to the standards/norms. The petitioner further stated that, to promote Wind power projects, the Transmission and Distribution licensees have already agreed to collect concessional supervision charges and that the charges proposed are minimum, when compared to similar charges being collected in Tamilnadu and Karnataka from Wind power projects. Further, the representative of NEDCAP also supported the stand of the petitioner. The Commission, noting that the evacuation scheme executed by the developer is to be supervised by the concerned officers of the petitioner, and also upon cognizing that such charges are already concessional besides being in the nature of one time payment, is of the view that supervision charges are to be necessarily paid by the wind developer and accordingly no change is warranted to the guidelines for evacuation of power from wind power projects or the PPA format as filed by the petitioner on this account.

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For SV RENEWABLE ENERGY

  
Authorized Signatory

  
CHIEF EXECUTIVE MANAGER  
REG. AND FILED  
APERC, CH. TRIPATI

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(iv) Whether there should be a provision for the individual projects to be inter-connected to the grid network also: IWTMA stated that the individual Wind power projects may be interconnected with the nearest grid SS or grid network [addition suggested by IWTMA]. In response, the petitioner stated that as per the existing procedure, the wind power projects and other NRE projects coming up as independent projects at specific location have to be interfaced to the nearest sub station with dedicated line and metering shall be provided at sub station. The petitioner has further brought to the notice of the Commission that very less capacity of wind power projects will come up as individual projects. NEDCAP also confirmed that in AP Projects are coming up in clusters. In view of the above position, and duly recognizing that in AP individual projects are not very likely to come, Commission is of the view that no changes are warranted on this account to the evacuation guidelines or the PPA format as filed by the petitioner.

(v) Whether Explanation 2 under Delivered Energy clause is to be modified: IWTMA stated that the Definition of Delivered Energy (Definition 1.5) is very clear and precise, whereas, the Explanation 2 under the Delivered Energy clause is ambiguous and redundant. They further stated that, whatever a wind farm generates from the agreed capacity as per the preamble and Project Definition (Definition 1.13), the same will become the delivered

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energy and as such the question of calculation of energy based on the number of hours and fraction thereof, and limiting the delivered energy to that extent will not arise at all. IWTMA finally stated that this explanation will definitely lead to confusion in the future and therefore should be removed. In response, the petitioner stated that the explanation is already approved by the Hon'ble Commission in the earlier PPAs, and that the explanation indicates that in any month, the energy delivered by Wind Power Projects above 100% PLF, if any, shall not be accounted for payment. Further, the petitioner stated that the Commission also asked the NEDCAP about their opinion on the issue, and in response they have opined that the apprehension of the wind developers on this is unfounded as the PLF of a wind generator would never exceed 100% PLF and accordingly, the clause can be retained as it is without any change. Commission, is therefore of the opinion that there is no harm in retaining the clause as it is. Hence no change is warranted in the revised standard PPA.

(vi) Whether certain additional undertakings of Discoms need to be inserted under clause 6.2 of the PPA: IWTMA suggested that the following undertakings of Discoms need to be inserted under clause 6.2 of the PPA:


(a) to off-take and purchase all the Electricity generated by the Company at the Delivery Point (b) to coordinate with APTRANSCO and assist the Company in obtaining approval for the interconnection facilities where the

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interconnection is at 66 KV or above voltages, for synchronization, Commercial Operation, regular operation etc., as required by the Company (c) to allow the Company to operate the Project as a must run generating station (d) to provide start up power required for the plant as and when necessary. The point wise response of the petitioner is as follows: (a) the proposed clause is similar to the existing clause at 6.2 (ii) which states that DISCOM agreed to purchase delivered energy from the project and as such incorporation of this clause will create duplication and may not be necessary (b) the proposed clause may be considered (c) as per APERC orders Wind projects are already considered as must run stations (d) Article 2.5 of PPA format already provides that Wind projects can avail start up power required for plant as and when necessary by paying necessary charges and as such incorporation of proposed clause will create duplication and may not be necessary. Commission having carefully examined the suggestion of IWEMA and the responses of the petitioner is of the view that all the points raised by IWEMA have been already covered by the PPA clauses already built in except for item (b) as above. Accordingly, it would be sufficient, if the revised standard PPA is modified by inserting the undertaking indicated at (b) above. Accordingly, Commission modifies the PPA format suitably.

(vii) Whether seeking approval of guidelines for power evacuation by the licensee has legal validity. In WEA pointed out that though the approval of

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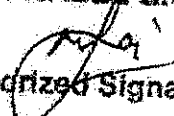
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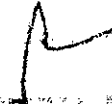
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PPA format is clearly stipulated in Section 86 (1) (b) of Electricity Act, 2003, there is no legal provision stipulating for seeking approval of guidelines for power evacuation by licensees. In response, the petitioner stated that Section 86 (1) (e) of Electricity Act 2003 stipulates that the Hon'ble Commission shall promote NRE projects by providing suitable measures for connectivity with the Grid. The petitioner stated that even though various State ERCs have announced measures for connectivity with Grid in respect of NRE projects in the light of the above mentioned provision, APERC had not specified measures in respect of NRE projects under Section 86 (1) (e) of the Act for connectivity with the Grid. The petitioner further stated that the Act has not prohibited the licensees from approaching the Hon'ble Commission seeking approval to measures for connectivity with the Grid in respect of NRE projects under Section 86 (1) (e) of the Act and accordingly, the licensees had filed the petition under Section 86 (1) (e) of the Act, along with other provisions of the Act, seeking approval to power evacuation guidelines for Wind Power Projects and as such, the Petition is not contrary to Section 86 (1) (e) of the Act. Further, the petitioner stated that the Petition filed by the petitioners provided a platform for participation by all concerned stakeholders in the proceedings and put forth their views before the Hon'ble Commission and as such, no prejudice is caused to the Respondent.

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The Commission has examined the contention of InWEA. An order on determination of tariff / power purchase price in respect of "New Wind based Power Projects" was issued on 01-05-2009. It is necessary to have an approved set of guidelines, format of PPA in furtherance of the order of 01-05-2009. NEDCAP has informed during the course of hearing that some of the developers are already coming forward to sign PPAs and commission the project before 31<sup>st</sup> March 2010, based on the PPA and guidelines finalized by the AP Transco and if the same are approved by the Commission, all the obstacles for investment in Wind sector would vanish. Further, IWTMA assured the Commission that investment would be forthcoming once PPA and guidelines are approved by the Commission. Commission does not want to come in the way of attracting investments in the State of A.P. Further, Commission has no hesitation in holding that approval of evacuation guidelines is squarely covered by the provision "promote co-generation and generation of electricity from renewable sources of energy by providing suitable measures for connectivity with the grid" as mentioned under section 86 (1) (e) of the Electricity Act 2003. For all the reasons mentioned above, the Commission considers that the contention of InWEA can not be accepted.

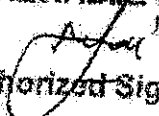
(viii) Whether the evacuation costs beyond metering point should be borne by STU: INWEA stated that as per the Electricity Act, the STU is required to plan and develop intra-state transmission for smooth flow of electricity


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from generating station to load centre. InWEA further stated that Forum of Regulators also had reported that grid connectivity for RE sources should be optimally provided by licensees through their CAPEX plans submitted to appropriate Commission for approval and that the Rajasthan ERC also had stipulated that transmission licensees are responsible for the development of the evacuation system beyond pooling substation till the nearest grid substation. InWEA finally stated that the draft PPA and guidelines should be suitably amended specifying that the licensees shall be responsible for development of system beyond the Interconnection Point (metering point). In response, the petitioner stated that Section 10 of the Electricity Act 2003 specified the duties of generating companies. Further, the petitioner stated that this section stipulated that it shall be the duty of the generating company to establish, operate and maintain generating stations, tie-lines, substations and dedicated transmission lines, connected therewith in accordance with the provisions of the Act or the rules or regulations made there under. The petitioner further stated that the evacuation line from the interconnection point (metering point) of the generating project to existing Grid will be a tie-line or dedicated transmission line for interfacing the generating project with the Grid and as such, as per the above provision of the Act, the Wind developers have to establish the evacuation line beyond the interconnection point (metering point) to the Grid. The petitioner also stated that the Hon'ble Commission in its orders dated 1.5.2009 in OP Nos.6 & 7 of 2009, adopted Wind Power

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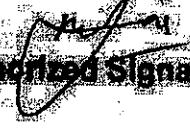
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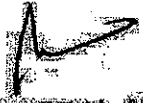
Project cost as Rs.4.70 Crs/MW including evacuation cost and arrived at a tariff of Rs.3.43/unit, however, finally the Hon'ble Commission fixed tariff for wind power projects at Rs.3.50/unit in order to encourage this sector. Finally, the petitioner opined that in view of the above position, the developers shall have to bear the entire cost of evacuation for connecting Wind Projects to the Grid and delivery of power.

On this, the Commission is generally in agreement with the views of the petitioners namely 4 Discoms and AP Transco as narrated above. Further, it is also to be recalled that when GoAP issued its new Wind Policy cognizing the views of IWTMA vide G.O Ms.No.48, dt.11-04-2008 as amended by G.O Ms.No.99, dt.9-9-2008, it was clearly mentioned that the eligible developer shall bear the entire cost of power evacuation facilities for interconnecting the wind farm with the Grid and delivery of power. It is thus clear that the wind developers are in agreement with the above provision of the policy as it relates to evacuation cost. The cost of evacuation by the developer was taken into consideration in arriving at Rs.3.43 / unit. The tariff of Rs.3.50 / unit was finally determined to encourage generation of wind power in the state of AP, thus providing additional 7 paise per unit. Further, it may be noted that, it is only the InWEA that is raising this issue and IWTMA did not raise this issue at all, implying that the above provision on evacuation cost are workable. That apart, the touchstone on which the effectiveness of any policy can be

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tested is whether it is able to attract any investment or not. In this case, both based on policy announced by the GoAP and based on the orders passed by the Commission on 01-05-2009, and based on PPA and evacuation guidelines proposed by the AP Discoms/AP Transco, 16 number of PPAs totaling to a capacity of 16.8 MWs have been signed and submitted to the Commission seeking consent, precisely in the same format of PPA and based on the guidelines now sought to be approved. This is a proof positive that investments are forthcoming based on the existing Policy / Order / PPA / Evacuation Guidelines. That being the case, the Commission feels that the issues raised by InWEA are only hypothetical in nature at least in AP situation based on the current level of network expansion and guidelines submitted by the petitioner and hence, they do not warrant any changes in the guidelines on evacuation or PPA format.

(ix) Whether differential treatment for Cluster and Individual projects can be allowed: InWEA stated that the proposed guidelines and the draft PPA proposed interconnection point for cluster of wind farms as EHV side of pooling substation. However, in respect of wind projects developed as individual projects, it is proposed at APTRANSCO/DISCOM substation. InWEA opined that this is discriminatory and that the CERC also has not provided any differential treatment for wind projects under cluster scheme and individual projects and as such, PPA and guidelines should be suitably amended specifying that metering point shall be online isolator on outgoing

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feeder on HV side at pooling substation for all wind projects. In response, the petitioner stated that the CERC regulation has not mentioned the interconnection point for Wind Power projects coming up at specific location as an individual project without having a Pooling substation and hence reference to CERC Regulation is irrelevant. The petitioner further stated that as per the existing procedure, Wind power projects and other NRE projects coming up as independent projects at specific locations have to be interfaced to the nearest substation with dedicated line and metering shall be provided at substation. The petitioner also stated that very less capacity of Wind Power Projects will come up as individual projects and these projects can directly feed power to the existing grid substations through dedicated feeders without constructing another pooling substation. As such, metering for these projects is proposed as per the existing norms approved by the Hon'ble Commission for individual NRE projects and the same may be approved. On this, NEDCAP also stated that in AP, plants are coming as clusters and not as individual projects. The Commission having considered the above views feels that since individual projects are unlikely to come in AP, no changes are warranted to the either guidelines or PPA as submitted by the petitioner.


(x) Whether deemed generation clause needs to be incorporated into the PPA: In WEA stated that necessary clauses of remedy (to provide compensation for deemed generation) should be incorporated in PPA

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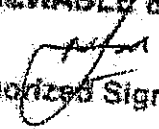
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against default by APTRANSCO /DISCOM in timely completion of evacuation scheme and breakdown or outages of evacuation infrastructure. In response, the petitioner stated that the evacuation guidelines and draft PPA clearly specified that the Wind developers can also carryout evacuation infrastructure development by paying supervision charges. The petitioner further stated that the draft PPA format at Article 6.2 provides that DISCOM shall make arrangements for evacuation of power prior to COD. Article 4.19 also provides that DISCOM shall use all reasonable efforts to rectify system emergency circumstances causing reduction in generation as soon as possible. Further, the petitioner also stated that the Wind Projects are must run stations and DISCOMs have to purchase energy as and when generated by these projects and deemed Generation clause is associated only where generator has to give availability declaration and subjected to scheduling and dispatch and compensation/ penalty is leviable on generators, in case of default. The Commission having considered the views of all the parties, and duly examining the provisions of the PPA at Article 4.19 and 6.2, and also recognizing that the option of carrying out infrastructure development is also available to the wind developer, and further having come to an understanding that there is no motivation for Discoms not to off-take renewable power, in view of the Renewable Power Purchase obligation (RPP0), cast upon the Discoms, obligating to buy a minimum of 5% of their purchases, is of the view that the existing provision of the PPA, which were also evolved in consultation with NEDCAP and

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prospective wind developers, is in order and accordingly no changes are warranted on this account in the PPA format.

7. The Commission having examined the key issues in para '6' supra hereby approves the Guidelines on Power Evacuation from Wind Power Projects in Andhra Pradesh (Annexure-1) and PPA format (Annexure-2) as annexed to this order duly incorporating the changes as approved in the preceding paragraphs of this order and certain other changes to add clarity. From now on the parties to the agreement should execute the agreement as per the Commission's approved PPA.
8. The Commission hopes that the final guidelines and standard PPA will make sure that Andhra Pradesh will see some major capacity addition from wind in the coming years.

This order is signed by the Andhra Pradesh Electricity Regulatory Commission on this 30<sup>th</sup> day of March 2010.

Sd/-  
C.R. Sekhar Reddy  
Member

Sd/-  
R. Radhakishen  
Member

Sd/-  
A. Raghobham Rao  
Chairman

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Annexure-1Guidelines on Power Evacuation  
from Wind Power Projects in Andhra Pradesh

1. The Wind power projects are mostly developed as cluster. The power evacuation scheme for such cluster projects consists of the following:
  - (a) Laying of 33 KV feeders for evacuation of power from all Wind projects in a site.
  - (b) Construction of Extra High Tension Substation (EHT SS) (Receiving / Pooling SS) for grouping the total Wind power and step up to higher Voltage level.
  - (c) EHT Line for interfacing Pooling SS to existing nearest APTRANSCO network.
2. In case of Wind power projects which may come up as independent projects at a particular location, they will normally be interfaced to nearest grid SS at available Voltage level.
3. The Power Evacuation from prospective Wind power projects will be governed by the guidelines mentioned below:

(i) Voltage level of evacuation:At 33 KV level:

The Wind power projects supply intermittent energy. These are seasonal and operate at low capacity. As such, evacuation of Wind power at 33 KV level is permitted as mentioned below duly taking into consideration of the type of conductor to be used and corresponding current carrying capacity as per the Bureau of Indian Standards (BIS) vide IS398/Part-IV.

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Sl. No.	Project interfacing		Type of AAAC Conductor (size)	Current carrying capacity at 45° ambient temp. as per standard	Calculated power carrying capacity at 33 KV level	Proposed Wind power capacity on each 33 KV line considering the temp. rise in conductor
	From	To				
(A)	(B)	(C)	(D)	(E)	(F) = (√3 x 33 KV x Current X PF at 0.9)	(G)
1	Wind project	Existing 33/11 KV DISCOM SS	55 sqmm	173 Amps	8.91 MW	8 MW
			100 sqmm	254 Amps	13.08 MW	10 MW*
			150 sqmm	370 Amps	19.05 MW	
2	Wind project	EHT Pooling SS or existing EHT APTRANSCO SS	55 sqmm	173 Amps	8.91 MW	8 MW
			100 sqmm	254 Amps	13.08 MW	12 MW
			150 sqmm	370 Amps	19.05 MW	17 MW

\*Capacity is restricted considering less load availability in DISCOM SS.

At EHT level:

Project interfacing		EHT Level	Existing permissible capacity	Proposed Wind power capacity
From	To			
Pooling SS	Existing APTRANSCO EHT SS	132 KV	40 MW	(i) Up to 50 MW on SC Line (ii) Above 50 MW to 100 MW on DC Line
Pooling SS	Existing APTRANSCO EHT SS	220 KV	80 MW	Above 100 MW

The above evacuation facilities are permitted specifically for Wind power projects only, considering the following:

- (a) The Wind power projects are renewable and have low Capacity Utilization Factor (CUF).

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(b) The Wind power projects are seasonal and operate at lesser capacity during most of the time.

(c) The optimum utilization of infrastructure will help the Wind power projects to enhance financial viability.

The above provisions shall not be adopted for other Non-conventional power projects, Conventional power projects and any other projects.

(ii) Metering Point and energy accounting:

(a) For Wind power projects coming under cluster scheme:

The common metering for Wind projects connected to a Pooling Substation (SS) shall be provided at EHT side of Power Transformer (PTR) in Pooling SS. This point shall be considered as Interconnection point where energy is delivered by each Wind power project to grid for sale. Also, metering for each individual project shall be provided at Project's switchyard (on 33 KV side of 415 V/33 KV Generator Transformer). As such, each Wind power project will have two metering points, one at Project's switchyard and another metering point is common metering point at EHT Pooling SS.

The DISCOM Officers & Wind Power Producer's representative shall take joint meter readings for individual meters (at Project's switchyard) and common meter (at EHT side of pooling SS) every month.

The DISCOM will make payment to each Wind power project for delivered energy, which shall be calculated as per the formula mentioned below:

Delivered Energy to be billed for an individual project =  $X_1 - (X_1 \times Z\%)$

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Where

X<sub>1</sub> is the reading of the energy meter installed at the Project Site.

Z is the percentage line loss incurred in the 33 KV line between the Project and the Pooling (Receiving) Station and shall be:

$$Z = \left\{ \frac{(X_1 + X_2 + X_3 + X_4 + \dots) - Y}{(X_1 + X_2 + X_3 + X_4 + \dots)} \right\} \times 100$$

Where

Y is the reading of the common meter installed on EHT side of the Pooling SS and X<sub>1</sub>, X<sub>2</sub>, X<sub>3</sub>, X<sub>4</sub> etc. are the readings of the energy meters installed at the various individual Wind projects connected to the Pooling Station.

**(b) For Wind power projects coming as individual projects:**

Metering shall be provided at designated APTRANSCO /DISCOM SS. The DISCOM Officers & Wind Power Producer's representative shall take Joint meter readings every month. The DISCOM will make payment for the energy recorded by the meter provided at SS.

**(iii) Cost of power evacuation:**

**(a) For Wind power projects coming under cluster scheme:**

The Cluster Project Developers and Wind Power Producers shall bear the entire cost for interconnecting the Wind projects with the grid and delivery of energy for sale, but not limited to, cost of 33 KV networks for interfacing individual Wind power projects to the Pooling SS, the cost of Pooling SS, Metering at individual project sites & Pooling SS etc., and cost of EHT line for interfacing Pooling SS with APTRANSCO network including cost of additional infrastructure on APTRANSCO side, required if any.

**(b) For Wind power projects coming as individual projects:**

The entire cost of evacuation shall be borne by the Wind Power Producer along with metering facility at SS and cost of necessary modifications/augmentations required, if any, at Grid SS.

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**(iv) Owning & O & M of infrastructure for lifetime:**

The ownership of 33 KV network along with Pooling SS will be with the Wind Power Producers, who will own the Wind power projects connected to the Pooling SS. It shall be the duty of the Wind Power Producers, being the owners of the generating companies to operate and maintain the 33 KV network and Pooling SS as per the rules and regulations made for the purpose.

After completion of work, the ownership of EHT Line from Pooling SS to APTRANSCO grid shall be transferred to APTRANSCO and APTRANSCO shall carryout O&M of EHT line.

**(v) Power evacuation scheme finalization & sanctioning of estimate:**

The Cluster Project Developer or Wind Power Producers shall approach APTRANSCO with the details of proposed Wind power project scheme, which shall include proposed Wind power capacity, the location of Project, the proposed site & capacity of Pooling SS, nearest APTRANSCO grid to which the project is intended for interfacing, EHT Line voltage level etc.

APTRANSCO will study the proposed scheme and will intimate the feasibility for power evacuation. The APTRANSCO will approve the power evacuation scheme and also sanction the necessary estimates. APTRANSCO will also approve necessary drawings.

With regard to 33-KV networks, the Cluster Project Developer or Wind Power Producers shall approach the concerned DISCOM, who will sanction necessary estimates and drawings.

**(vi) Execution of Power evacuation work & Synchronization of Wind power projects with grid for commercial operation:**

APTRANSCO / DISCOM will take up the evacuation work on payment of total estimated cost by the Cluster Project Developer and/or Wind

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Power Producers. Alternatively, the Cluster Project Developer and / or Wind Power Producers can take up the work on turnkey basis by paying supervision charges to APTRANSCO / DISCOM.

The supervision charges applicable to Wind power projects will be as follows:

- (i) 5% supervision charges on 33 KV network from Wind power projects to Pooling SS.
- (ii) 5% supervision charges on EHT Pooling Substation upto common metering point on HV side, which will be the interconnection point with the grid.
- (iii) 10% supervision charges on EHT System beyond interconnection point.

The above concessional supervision charges are applicable specifically for Wind power projects only, considering the following:

- (a) Wind power projects are renewable in nature and there is a need to encourage such renewable sources of power.
- (b) Andhra Pradesh is having one of the highest Wind potential but lowest investments. There is a need to maximize the utilization of such potential of renewable power.

The above concessional supervision charges are applicable to Wind power projects only and shall not be adopted for other Non-conventional power projects, Conventional power projects and any other projects.

The concessional supervision charges are applicable only for estimates to be sanctioned in future for evacuating energy from Wind power projects.

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Where works are entrusted on turnkey basis, APTRANSCO Officers along with concerned DISCOM Officers shall supervise the evacuation works awarded on turnkey basis. The Cluster Project Developer and Wind Power Producers shall strictly adhere to the conditions stipulated in sanctioned estimate.

The Cluster Project Developer or Wind Power Producers shall file an application with DISCOM and obtain Temporary Power Supply for construction purpose. The Cluster Project Developer or Wind Power Producers shall have to pay all applicable charges for availing temporary power supply.

The metering for Wind projects shall be provided as per the standards laid down by APTRANSCO / DISCOM from time to time. The meters shall be tested at Central Government approved laboratory before installation. The Meters shall be installed and sealed by the authorized Officers of APTRANSCO and DISCOMs only.

After complete erection of the power evacuation infrastructure, the concerned Officers of APTRANSCO & DISCOMs shall inspect the same and confirm readiness for energisation. The Cluster Project Developer and / or Wind Power Producers shall obtain required approvals from Chief Electrical Inspector to the Government (CEIG) and other Government agencies as required from time to time.

The APTRANSCO & DISCOM shall issue permission for extending temporary supply for testing of Wind projects along with associated equipment. Power supplied from the grid to Projects during testing will be charged at HT-I Temporary Tariff and will be collected by DISCOM. The energy pumped into the grid during testing, if any, up to commencement of Commercial Operation shall be free of cost. This energy need not be taken into account for billing. The Officers of DISCOMs & APTRANSCO will witness testing and satisfactory performance of Wind projects.

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The concerned DISCOM will issue permission for synchronization of Wind projects with the Grid for Commercial Operation and date on which 1<sup>st</sup> Wind generator of Project synchronizes with the grid for Commercial Operation shall be the Commercial Operation Date (COD) of the project.

(vii) Addition of loads to Pooling SS:

Whenever necessity arises, the Wind Power Producers shall permit APTRANSCO & DISCOM to connect loads to the Pooling SS at EHT level after the metering point without asking any compensation. However, the APTRANSCO & DISCOM shall ensure that connection of loads to Pooling SS will not have adverse effect on power evacuation from Wind power projects.

The APTRANSCO & DISCOM shall bear cost of new infrastructure proposed and also shall bear the cost of O & M of new infrastructure.

(viii) Execution of PPAs:


The Power Purchase Agreement (PPA) between the wind power producer and the Discom shall be as per the standard format approved by Andhra Pradesh Electricity Regulatory Commission (APERC).

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PUBLISHED BY AUTHORITY

No. 56

HYDERABAD, FRIDAY, JULY 31, 2015

**NOTIFICATIONS BY HEADS OF DEPARTMENTS, Etc.**

**ANDHRA PRADESH ELECTRICITY REGULATORY COMMISSION**

Terms and Conditions for Tariff Determination for Wind Power Projects in the State of Andhra Pradesh for the period FY2015-16 to FY2019-20

Regulation No. 01 / 2015

In exercise of the powers conferred by Sections 61 and 66 read with Section 161 of the Electricity Act, 2003 (Central Act 36 of 2003), and all other powers enabling it in this behalf and after previous publication, the Andhra Pradesh Electricity Regulatory Commission hereby makes the following regulations, namely:

**1. Short title and commencement:**

(1) These regulations may be called the Andhra Pradesh Electricity Regulatory Commission (Terms and Conditions for Tariff determination for Wind Power Projects) Regulations, 2015.

(2) These regulations shall come into force from the date of their publication in the official Gazette and, unless reviewed earlier or extended by the Commission, shall remain in force up to 31<sup>st</sup> March, 2020.

**2. Definitions and interpretation:**

(1) In these regulations, unless the context otherwise requires:

- (a) 'Act' means the Electricity Act, 2003 (Central Act 36 of 2003);
- (b) 'Capital cost' means the capital cost as defined in Regulation 10;
- (c) 'CERC' means the Central Electricity Regulatory Commission;
- (d) 'CERC RE Tariff Regulations' means Central Electricity Regulatory Commission (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2012, as amended from time to time;
- (e) 'Commission' means the Andhra Pradesh Electricity Regulatory Commission;
- (f) 'Control Period' means the period during which the norms for determination of tariff specified in these regulations shall remain valid.

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**For SV RENEWABLE ENERGY**

Authorized Signatory

**CHIEF GENERAL MANAGER**

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(Part-II)

- (g) 'Inter-connection Point' means the line isolator on outgoing feeder on HV side of the pooling sub-station i.e., the sub-station at project site of wind farm which consists of step-up transformer(s) and associated switchgear and to the LV side of which, multiple generating unit(s) i.e., wind turbine generators are connected;
- (h) 'MAT' means Minimum Alternate Tax;
- (i) 'MNRE' means the Ministry of New and Renewable Energy, Government of India;
- (j) 'Non-Conventional Energy' means the grid quality electricity generated from non-conventional energy sources;
- (k) 'Non-Conventional Energy Power Plants' means the power plants other than the conventional power plants generating grid quality electricity from non-conventional energy sources;
- (l) 'Non-Conventional Energy Sources' means non-conventional sources such as mini hydro, wind, biomass, bagasse, industrial waste, urban or municipal waste and other such sources as approved by the MNRE;
- (m) 'Operation and Maintenance expenses' or 'O&M expenses' means the expenditure incurred on operation and maintenance of the project, or part thereof, and includes the expenditure on manpower, repairs, spares, consumables, insurance and overheads;
- (n) 'Project' means a generating station or the evacuation system;
- (o) 'Tariff period' means the period for which tariff is to be determined by the Commission on the basis of norms specified in these Regulations;
- (p) 'Useful Life' in relation to a wind power project means Twenty Five years from the date of commercial operation (COD);
- (q) 'Year' means a financial year.

(2) Save as aforesaid and unless repugnant to the context or the subject-matter otherwise requires, words and expressions used in these regulations but not defined herein and defined in the Act or the Andhra Pradesh Electricity Reform Act, 1998 (State Act 30 of 1998) or the Rules or Regulations made thereunder shall have the meanings assigned to them respectively therein.

### 3. Scope and extent of application:

These Regulations shall apply to the wind power projects to be commissioned within the State of Andhra Pradesh for generation and sale of electricity wholly or partly to the Distribution licensees within State of Andhra Pradesh subsequent to the date of notification of these Regulations and where tariff for a generating station or a unit thereof based on wind energy source, is to be determined by the Commission under section 62 read with section 86 of the Act.

### Chapter 1: General Principles

#### 4. Control Period:

The Control Period under these Regulations ends by 31<sup>st</sup> March, 2020. First year of the Control Period shall commence from the date of notification of these Regulations and shall cover upto the end of the financial year 2015-16:

Provided that the tariff determined as per these Regulations for the wind power projects commissioned during the Control Period, shall continue to be applicable for the entire duration of the Tariff Period as specified in Regulation 5 below.

#### 5. Tariff Period:

- (a) The Tariff Period for wind power projects shall be equal to the useful life of the projects as defined under Regulation 2 (p).

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- (b) Tariff period under these Regulations shall be considered from the date of commercial operation of the wind power projects.

**6. Proceedings for determination of Tariff:**

The Commission shall notify the generic preferential tariff on suo-motu basis at the beginning of each year of the Tariff Period for wind power projects for which norms have been specified under these Regulations.

Provided further that for FY 2015-16, the generic preferential tariff on suo-motu basis, shall be notified soon after the publication of the regulations in the official gazette to be applicable with effect from the date of these regulations coming into force.

**7. Tariff Structure:**

The tariff for wind power projects shall be single part tariff consisting of the following cost components:

- (a) Return on equity;
- (b) Interest on loan capital;
- (c) Depreciation;
- (d) Interest on working capital;
- (e) Operation and Maintenance expenses;

**8. Levelized Tariff:**

Levelized Tariff is calculated by carrying out levelization for useful life considering the discount factor for time value of money.

The discount factor considered for this purpose is equal to the weighted average cost of capital on the basis of normative debt:equity ratio (70:30) specified under Regulation 11. Considering the normative debt:equity ratio and weighted average of the rates of interest and post-tax return on equity, the discount factor is calculated. Interest rate for the loan component (i.e. 70%) of Capital Cost is considered as explained under Regulation 12. For equity component (i.e. 30%), post-tax Return on Equity (ROE) of 16% is considered as explained in Regulation 14.

**9. Dispatch principles for electricity generated from Wind Power Projects:**

All Wind Power Projects shall be treated as "MUST RUN" power plants and shall not be subjected to "Merit Order Dispatch principles" (MOD).

Provided that where the sum of generation capacity of the plants connected at the interconnection point to the transmission or distribution system is 10 MW and above and interconnection point is 33 kV and above, such Wind Power Generation Plants shall be subjected to scheduling and dispatch code as specified in Indian Electricity Grid Code (IEGC) - 2010 and/or A.P. State Electricity Grid Code (APSEGC) as amended from time to time.

**Chapter 2: Financial Principles**

**10. Capital Cost and Capital Cost Indexation Mechanism:**

The norms for the Capital cost shall be generally inclusive of all capital work including plant and machinery, civil work, erection and commissioning, financing and interest during construction (IDC) and evacuation infrastructure.

The capital cost for FY 2015-16 shall be 600 lakhs / MW.

The capital cost indexation mechanism as prescribed in the CERC RE Tariff Regulations, 2012 shall be considered as indicated below for arriving at the capital cost of the wind power projects for each year of the Control Period beyond FY 2015-16, which shall be notified at the beginning of each financial year.

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[Part-II]

The following indexation mechanism shall be applicable for adjustments in capital cost over the control period beyond FY2015-16 with the changes in Wholesale Price Index for Steel and Electrical Machinery.

$$CC_{(n)} = P\&M_{(0)} * (1+F1+F2+F3)$$

$$P\&M_{(n)} = P\&M_{(0)} * (1+d_{(n)})$$

$$d_{(n)} = [a * ((S_{(n-1)}/S_{(0)}) - 1) + b * ((E_{(n-1)}/E_{(0)}) - 1)] / (a+b)$$

Where,

$CC_{(n)}$  = Capital Cost for nth year

$P\&M_{(n)}$  = Plant and Machinery Cost for nth year

$P\&M_{(0)}$  = Plant and Machinery Cost for the base year

Note:  $P\&M_{(0)}$  is to be computed by dividing the base capital cost (for the first year of the control period i.e., FY2015-16) by  $(1+F1+F2+F3)$

$d_{(n)}$  = Capital Cost escalation factor for year (n) of control period

$S_{(n-1)}$  = Average WPI Steel Index prevalent for calendar year ending in (n-1) financial year of the control period

$S_{(0)}$  = Average WPI Steel Index prevalent for the calendar year ending in financial year (0) at the beginning of the control period i.e., January 2014 to December, 2014

$E_{(n-1)}$  = Average WPI Electrical Machinery Index prevalent for calendar year ending in (n-1) financial year of the control period

$E_{(0)}$  = Average WPI Electrical and Machinery Index prevalent for the calendar year ending in financial year (0) at the beginning of the control period i.e., January 2014 to December, 2014

a = Constant to be determined by Commission from time to time, for weightage to Steel Index

b = Constant to be determined by Commission from time to time, for weightage to Electrical Machinery Index

F1 = Factor for Land and Civil Work

F2 = Factor for Erection and Commissioning

F3 = Factor for IDC and Financing Cost

The constants 'a' and 'b' and factors 'F1', 'F2' and 'F3' are specified and these would be determined by the Commission from time to time.

#### 11. Debt Equity Ratio:

The debt equity ratio shall be 70:30.

#### 12. Loan and Finance Charges:

(1) Loan Tenure: For the purpose of determination of tariff, loan tenure of Ten years shall be considered.

(2) Interest Rate:

(a) The loans availed in the manner indicated in the Regulation 11 shall be considered as gross normative loan for calculation of interest on loan. The normative loan outstanding as on April 1<sup>st</sup> of every year shall be worked out by deducting the cumulative repayment up to March 31<sup>st</sup> of previous year from the gross normative loan.

(b) For the purpose of computation of tariff, the normative interest rate shall be considered as average State Bank of India (SBI) Base rate prevalent during the first six months of the previous year plus 300 basis points.

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(c) Notwithstanding any moratorium period availed by the generating company, the repayment of loan shall be considered from the first year of commercial operation of the project and shall be equal to the annual depreciation allowed.

13. Depreciation:

- (1) The value base for the purpose of depreciation shall be the Capital Cost of the asset admitted by the Commission. The Salvage value of the asset shall be considered as 10% and depreciation shall be allowed up to maximum of 90% of the Capital Cost of the asset.
- (2) Depreciation per annum shall be based on 'Differential Depreciation Approach' using 'straight line' method over two distinct periods comprising loan tenure and period beyond loan tenure over the useful life. The depreciation rate for the first ten years of the Tariff Period shall be 7% per annum and 1.93% for the remaining useful life of the project from 11<sup>th</sup> year onwards.
- (3) Depreciation shall be chargeable from the first year of commercial operation.

14. Return on Equity:

- (1) The value base for the equity shall be 30% of the capital cost as determined under Regulation 11.
- (2) The normative Return on Equity shall be 16% with MAT/Income tax as pass through.

15. Interest on Working Capital:

- (1) The Working Capital requirement shall be computed as follows:
  - (a) Operation and Maintenance expenses for one month.
  - (b) Receivables equivalent to 2 (two) months of energy charges for sale of electricity calculated on the normative Capacity Utilisation Factor (CUF).
  - (c) Maintenance of spares at 1% of Operation and Maintenance expenses.
- (2) Interest on Working Capital shall be computed at the interest rate equivalent to the average State Bank of India Base Rate prevalent during the first six months of the previous year plus 350 basis points.

16. Operation and Maintenance Expenses:

- (1) 'Operation and Maintenance expenses' shall comprise repair and maintenance (R&M), establishment including employee expenses, and administrative and general expenses including insurance.
- (2) Operation and maintenance expenses for the first year of the control period shall be 6.57 (6Khs/MW).
- (3) Normative O&M expenses allowed during first year of these Regulations (i.e. FY 15-16) shall be escalated at the rate of 5.74% per annum over balance of the control period.

17. Rebate:

- (1) For payment of bills of the generating company through letter of credit, a rebate of 2% shall be allowed.
- (2) Where payments are made other than through letter of credit within a period of one month of presentation of bills by the generating company, a rebate of 1% shall be allowed.

18. Sharing of Clean Development Mechanism (CDM) Benefits:

The proceeds of carbon credit from approved CDM project shall be shared between generating company and concerned beneficiaries in the following manner, namely:

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- (a) 100% of the gross proceeds on account of CDM benefit is to be retained by the project developer in the first year after the date of commercial operation of the generating station;
- (b) In the second year, the share of the beneficiaries shall be 10% which shall be progressively increased by 10% every year till it reaches 50%, whereafter the proceeds shall be shared in equal proportion, by the generating company and the beneficiaries.

**19. Taxes and Duties:**

- (a) Tariff determined under these regulations shall be exclusive of taxes and duties as may be levied by the Government:  
Provided that the taxes and duties levied by the Government shall be allowed as pass through on actually incurred basis.
- (b) Income tax/MAT is a pass through and is to be paid by the Distribution Licensees to the developer upon receipt of the claim from the developer. This is over and above the tariff determination made herein.
- (c) Electricity Duty is a pass through and is to be paid by the Distribution Licensees to the developer upon receipt of the claim from the developer. This is over and above the tariff determination made herein.

**20. Subsidy or Incentive by the Government:**

The Commission shall take into consideration any incentive or subsidy offered by the Central or State Government, including accelerated depreciation (AD) benefit, if availed by the generating company, for the Wind Power Projects while determining the tariff under these Regulations.

Provided that the following principles shall be considered for ascertaining income tax benefit on account of accelerated depreciation, if availed, for the purpose of tariff determination:

- (a) Assessment of benefit shall be based on normative capital cost, accelerated depreciation, rate as per relevant provisions under the Income Tax Act and Corporate Income Tax Rate.
- (b) Capitalization of Wind Power Projects during second half of the fiscal year. Per unit leveraged accelerated depreciation benefit has to be computed considering the post-tax weighted average cost of capital as discount factor (as explained in Regulation 8).

**Chapter 3: Technology specific parameters for Wind Power Projects**

**21. Capacity Utilization Factor:**

The Capacity Utilization Factor (CUF) for the control period shall be 23.5%.

**Chapter 4: Miscellaneous**

**22. Deviation from Norms:**

Tariff for sale of electricity by the Wind Power Project may also be determined in deviation from the norms specified in these Regulations subject to the condition that the leveraged tariff over the useful life of the project on the basis of the norms in deviation does not exceed the leveraged tariff calculated on the basis of the norms specified in these Regulations:

Provided that the reasons for deviation from the norms specified under these Regulations shall be recorded in writing.

**23. Power to Relax:**

The Commission may, by general or special order, for reasons to be recorded in writing, and after giving an opportunity of hearing to the parties likely to be affected, relax any of the provisions of these Regulations on its own motion or on an application made before it by an interested person.

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**24. Issue of Orders and Practice Directions:**

Subject to the provisions of the Act, the Andhra Pradesh Electricity Reform Act, 1998 and these Regulations, the Commission may, from time to time, issue orders and practice directions in regard to the implementation of these Regulations, the procedure to be followed and other matters, which the Commission has been empowered by these Regulations to specify or direct.

**25. Power to Amend:**

The Commission may, at any time, vary, alter, modify or amend any provisions of these Regulations.

**26. Power to Remove Difficulties:**

If any difficulty arises in giving effect to the provisions of these Regulations, the Commission may, by general or specific order, make such provisions not inconsistent with the provisions of the Act, as may appear to be necessary for removing the difficulty.

**27. OTHERS**

(i) **Evacuation Guidelines:** The Evacuation Guidelines / Practice directions issued by the Commission from time to time shall be applicable for all the wind power projects established since these regulations coming into force.

(ii) **Model PPAs:** The model Power Purchase Agreements earlier approved by the Commission shall be applicable to all the wind power projects established since these regulations coming into force also to the extent they are in consonance with these regulations.

**Dr. A. SRINIVAS,**  
Commission Secretary (I/c)

Hyderabad,  
31-07-2015.

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**CHIEF GENERAL MANAGER**  
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ANDHRA PRADESH ELECTRICITY REGULATORY COMMISSION  
4<sup>th</sup> & 5<sup>th</sup> Floors, Singareni Bhavan, Red Hills, Hyderabad-500 004

O.P No.7 of 2012

Dated: 11-07-2012

Present

Sri A. Raghobham Rao, Chairman  
Sri C.R. Sekhar Reddy, Member  
Sri R. Ashoka Chary, Member

In the matter of

Indian Wind Energy Association (IWEA)  
Having its registered office at  
PHD House, 3<sup>rd</sup> Floor, Asian Games Village,  
August Kranti Marg, New Delhi - 110 016.  
Rep. by its Secretary

..... Petitioner

AND

Transmission Corporation of Andhra Pradesh Ltd (APTRANSCO)  
Vidyut Soudha, Khairathabad, Hyderabad.

..... Respondent


This petition coming up for hearing on several dates including on 21.05.2012, in the presence of Sri Anjit Maitra, Advocate, Sri Ajit Pandit, for the petitioner and Sri P. Shiva Rao, and Sri G. Brahmananda Rao, Advocates for the respondent and having stood over for consideration to this day, the Commission delivered the following:

**ORDER**

This petition is filed by the petitioner seeking modification of the guidelines in the order dated 30.03.2010, for evacuation of power from Wind Power Projects in Andhra Pradesh, in line with Central Electricity Authority (Technical Standards for Construction of Electrical Plants and Electrical Lines) Regulation 2010, in pursuance of Regulations 6 (4) and Regulations 49 of APERC (Conduct of Business) Regulations, 1999 and APERC (Conduct of Business) Amendment Regulations, 2000 and Section 94 (1) (f) of Electricity Act, 2003.

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1. In the said petition it is mentioned by the petitioner association that
  - i) This Commission issued order dated 30.03.2010 approving guidelines for evacuation of power from wind energy projects and standard format for PPA. However, the Commission has not allowed choice to the developer to select size, type loading of the conductor at 33 kV.
  - ii) The said order of the Commission did not specify any control period or limitation period for applicability thereby implying that condition mentioned in the said order continue to be applicable till modified or amended. In view of the above, the respondent is imposing the restrictive conditions for limiting wind energy evacuation upto 10 MW at 33 kV and for evacuation of capacity in excess of 10 MW at higher system voltages at 132 kV.
  - iii) Recently CEA issued Central Electricity Authority (Technical Standards for Construction of Electrical Plants and Electrical Lines) Regulation 2010 which has been notified on August 20, 2010. The said Regulation covers the type of conductors to be used for transmission and distribution lines. Considering the mandate given to CEA, it would be necessary that norms in the State of AP should also be in conformity with the norms issued by CEA for development the grid and standardization.
  - iv) In support of its claim for modification of the guidelines issued by APERC in its order dated 30.03.2010, the petitioner mentioned various grounds in its petition and also mentioned evacuation system arrangements in other States.
  
2. The said petition was returned informing the petitioner to explain as to how the petition is maintainable. On 19.08.2011 the petitioner filed written submissions, wherein it is stated that:

- a) The State Commission shall discharge under Section 86 (1) the following functions, namely:-

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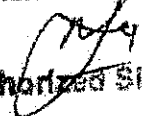



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conferred upon CEA by the primary legislation i.e., under Section 73 (b) read with Section 177 (2) (e) of the 2003 Act

- i) The Hon'ble Supreme Court has held in its judgment dated March 15, 2010 in PTC India Ltd Vs. CERC [reported in AIR 2010 SC 1338] that a Regulation stands on a higher pedestal vis-à-vis an order (decision) in the sense that an order has to be in conformity with the regulations.
- j) The Commission's order dated 30.03.2010 is required to be aligned to the CEA Regulations, 2010.
- k) The validity of the CEA Regulations, 2010 cannot be tested in any proceedings before this Commission.
- l) This Commission is empowered in law to review its order dated 30.03.2010 in terms of Section 94 (1) (f) of the 2003 Act read with Regulation 49 of the APERC (Conduct of Business) Regulations, 1999 (hereinafter referred to as the "Conduct of Business").
- m) The CEA Regulations 2010 were notified on 20<sup>th</sup> August, 2010. Thus, the requirement to review this Commission's order dated 30.03.2010, arises much after the limitation period of 90 days specified under Regulation 49 of the Conduct of Business, in any case. However, an issue would arise as to whether this Commission would allow its said order dated 30.03.2010 to continue particularly when it is apparent on the fact of records that the said order is contrary to the CEA Regulations, 2010.
- n) There has been a change in law subsequent to the notification of the CEA Regulations, 2010 which necessitate the review of this Commission's order dated 30.03.2010.
- o) The primary concern of this Commission is to implement the justice of the legislation contained in the CEA Regulations, 2010.
- p) The time of 90 days specified under Regulation 49 of the Conduct of Business, to file review petition can be extended under Regulation 59 thereof.
- q) Even under Section 5 of the Limitation Act, an application may be admitted after the prescribed period if the applicant satisfies the

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Court that he had sufficient cause for not making the application within such period.

- r) The following Regulations sufficiently empower this Commission to admit the present petition and to review or modify its aforesaid order dated 30.03.2010 even though the limitation period for filing review may have expired.

55. Saving of inherent power of the Commission.

(1) Nothing in these Regulations shall be deemed to limit or otherwise affect the inherent power of the Commission to make such orders as may be necessary for meetings the ends of justice or prevent the abuse of the process of the Commission.

(2) Nothing in these Regulations shall bar the Commission from adopting a procedure, which is at variance with any of the provisions of these Regulations, if the Commission, in view of the special circumstances of a matter or class of matters and for reasons to be recorded in writing deems it necessary or expedient.

(3) Nothing in these Regulations shall, expressly or impliedly, bar the Commission to deal with any matter or exercise any power under the Act for which no Regulations have been framed, and the Commission may deal with such matters, powers and functions in a manner it thinks fit.

- s) In support of its contention raised in the petition, the petitioner relied upon a ruling reported in 2010 SCC (1338) by the Hon'ble Supreme Court of India.

3. Upon hearing the counsel for the petitioner on 24.08.2011, Commission decided to take the petition on to its file vide its order dated 06.01.2012.

4. Notice was issued to the respondents and on 21.05.2012 a 'reply' was filed on behalf of the respondent, inter-alia stating that

- a) Approval of evacuation guidelines is covered by the provision mentioned u/s 86 (1) (e) of Electricity Act, 2003. Hence, the said order shall be applicable till modified or amended. The Commission approved the limit of 10 MW duly considering the less load availability in DISCOMs.

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- b) As per the directions of Commission, a meeting was conducted on 16.05.2012 between the representatives of the petitioner as well as the respondent herein on power evacuation issues and it is jointly decided that:
- (i) The developer shall have the discretion in choosing the conductor for connecting wind generator to the pooling substation of the developer subject to the CEIG approval.
  - (ii) The developer is allowed to inject a maximum of 10 MW from pooling substation of the wind generator to the existing 33 / 11 KV DISCOM substation.
  - (iii) The developers connecting at 33 kV level to the EHT SS, the maximum injection is limited upto 25 MW in case of single conductor 33 kV Bus and up to 40 MW in case of double conductor 33 kV Bus, subject to transformation capacity. Injection of power may be in one or more circuits depending up on availability of bays in that substation and loading per circuit not exceeding 25 MW.
  - (iv) Injection of power by wind developer from pooling substation to EHT substation at EHT level may be as per system studies.
- c) In the order dated 30.03.2010 it is approved by the Commission, that the limit of power to be transferred at specific voltage level is characterized by current carrying capacity of the conductor and voltage regulation and as such, there was requirement to specify the permissible capacity on specific conductor at specific voltage. During the meeting with the petitioner, it is agreed to allow choice of selecting the conductor upto the pooling substation to be left to the discretion of developer.
- d) The wind power projects are having low capacity utilization factor. As such, the licensees have proposed higher norms for wind power capacity flow at 33 kV level connecting to HTSS higher than the norms stipulated in the earlier orders.
- e) Commission may take appropriate decision for modification of amendments in the existing guidelines.
- f) In order to harness the available wind potential helpful in meeting the RPPO, it was jointly agreed to modify the existing guidelines with respect to conductor type and permissible capacity as mentioned at para 2 (b) supra.
- g) Commission may pass appropriate orders formulating the normative parameters and its values.

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c) Pursuant to the above, a meeting was organized on 16<sup>th</sup> May, 2012 by APTRANSCO in a Technical Committee comprising of Director (Grid Operation) / APTRANSCO, Director (Transmission) / APTRANSCO, Director (Projects) / APTRANSCO, JMD (Distribution) / APTRANSCO, member from APPCC-JMD (HRD, Comm, IPC & IT) / APTRANSCO and representatives for the petitioner Indian Wind Energy Association. The following were agreed in the aforesaid meeting:

i) The developer shall have the discretion in choosing the conductor for connecting wind generator to the pooling substation of the developer subject to the CEIG approval.

ii) The developer is allowed to inject a maximum of 10 MW from pooling substation of the wind generator to the existing 33 / 11 kV DISCOM substation.

iii) The developers connecting at 33 kV level to the EHT SS, the maximum injection is limited upto 25 MW in case of single conductor 33 kV Bus and upto 40 MW in case of double conductor 33 kV Bus, subject to transformation capacity. Injection of power may be in one or more circuits depending upon availability of bays in that substation and loading per circuit not exceeding 25 MW.

iv) Injection of power by wind developer from pooling substation to EHT substation at EHT level may be as per system studies.

A copy of the aforesaid Minutes of Meeting duly signed by all the aforesaid constituents of the Technical Committee is filed.

8. The petitioner has prayed that the Commission may

a) be pleased to review and modify its order dated 20<sup>th</sup> March, 2010 to allow discretion to the Wind Energy Developers in choosing the conductor for connecting Wind Generator to the pooling substation of the developer subject CEIG approval.

b) be pleased to review and modify its order dated 30<sup>th</sup> March, 2010 to allow the Wind Energy Developers to inject the maximum of 10 MW from Pooling Sub-Station of the Wind Generator to the existing 33 / 11 kV DISCOM Sub-Station.

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- c) be pleased to review and modify its order dated 30<sup>th</sup> March, 2010 to provide that the developers connecting at 33 kV level to the EHT SS, the maximum injection be limited upto 25 MW in case of single conductor, 33 kV Bus and upto 40 MW in case of double conductor, 33 kV Bus, subject to transformation capacity and that injection of power may be in one or more circuits depending upon availability of bays in that Sub-station and loading per circuit not exceeding 25 MW;
- d) be pleased to review and modify its order dated 30<sup>th</sup> March, 2010, to provide that injection of power by Wind Developer from pooling Sub-station to EHT Sub-station at EHT level may be as per system studies;
- e) be pleased to pass any other order as may be just and necessary in the facts and circumstances of the present case.

9. Now the point for consideration is, whether the petitioner is entitled to seek a review of the order of the Commission dated 20.03.2010? If so in what manner?

10. The respondent has submitted a Memo withdrawing the reply filed by the respondent on 16.05.2012 by stating that they will file the same after negotiations by modifying the same, if necessary.

11. The respondent has not filed any reply of modifications but the petitioner has filed an affidavit narrating the negotiations and conclusions arrived at by the Committee as per the directions of the Commission. The minutes of meeting held on 16.05.2012 have been accepted and signed by both the sides viz., the representatives of APTRANSCO as well as the InWEA.

12. In view of the above circumstances, the Commission hereby reviews the order dt.30.03.2010 and in partial modification of the guidelines contained therein, hereby orders that:

- i) The developer shall have the discretion in choosing the conductor for connecting wind generator to the pooling substation of the developer subject to the CEIG approval.

For SV RENEWABLE ENERGY

Authorized Signatory

CHIEF GENERAL MANAGER

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APSPDCL, TIRUPATI

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ii) The developer is allowed to inject a maximum of 10 MW from pooling substation of the wind generator to the existing 33 / 11 kV DISCOM substation.

iii) The developers connecting at 33 kV level to the EHT SS, the maximum injection is limited upto 25 MW in case of single conductor 33 kV Bus and upto 40 MW in case of double conductor 33 kV Bus, subject to transformation capacity. Injection of power may be in one or more circuits depending upon availability of bays in that substation and loading per circuit not exceeding 25 MW.

iv) Injection of power by wind developer from pooling substation to EHT substation at EHT level may be as per system studies.

13. Hence, this petition is ordered accordingly.

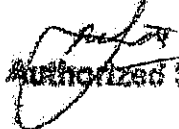
The order is signed on this 11<sup>th</sup> day of July, 2012.


Sd/-  
(R.ASHOKA CHARY)  
MEMBER

Sd/-  
(C.R.SEKHAR REDDY)  
MEMBER

Sd/-  
(A.RAGHOTHAM REDDY)  
CHAIRMAN

For SV RENEWABLE ENERGY

  
Authorized Signatory

  
CHIEF GENERAL MANAGER  
P & M & PL  
APPROVAL: PRUJATI



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

Serial No: 106  
 Purchased By :  
 SPN VENKATJAISIMHA  
 S/O P NARASING RAO  
 HYDERABAD

Denomination: 100  
 For :  
 SV RENEWABLE ENERGY

Date 02-01-2019

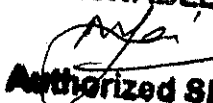
CK 126908

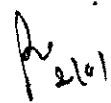
Stamp No CK 126908  
 Sub Registrar  
 Ex. Officio Stamp Vendor  
 SRO Tirupathi (R.0)

**Amendment dated 2-01-2019 entered between APSPDCL and M/s. SV Renewable Energy, to the Power Purchase Agreement (PPA) dated 02.11.2018**

This Amendment to Power Purchase Agreement dated 02.11.2018 ("Amendment Agreement") is being entered into this day of January, 2019 between: Southern Power Distribution Company of AP Limited (DISCOM), incorporated by the Government of Andhra Pradesh in accordance with the Andhra Pradesh Electricity Reform Act 1998 (Act No.30 of 1998), under the provisions of Companies Act, 1956, having its office at 19-13-65/A, Ragavendra Nagar, Kesavayana Gunta, Tiruchanoor Road Tirupati, Pin-517501, AP, India, hereinafter referred to as the "DISCOM" (which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) as first party, and M/s. SV Renewable Energy, a company incorporated under companies Act, 1956, having registered office at 80/80A, Florida Estate, Keshava Nagar, Mundhwa Pune-411036, Maharashtra State, India, hereinafter referred to as the "Wind Power Producer" (which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) as second party.

For SV RENEWABLE ENERGY

  
 Authorized Signatory



CHIEF GENERAL MANAGER  
 PROJECTS & IPC  
 APSPDCL : : TIRUPATHI

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The first party and the second party shall hereinafter individually be referred as "Party" and collectively as "Parties".

WHEREAS, the Wind Power Producer is setting up the New and Renewable Energy Project i.e., the 2.1 MW capacity Wind power project at Amidyala in Anantapuram District, Andhra Pradesh (hereafter called the Project,) with a proposal of 0.0105 MW for Auxiliary Consumption and 2.0895 MW for export to grid for Sale to DISCOM,

WHEREAS, the Parties had executed power purchase agreement dated 02.11.2018 ("PPA") in relation to sale of power from the Project to the DISCOM,

WHEREAS, the Hon'ble APERC has communicated certain remarks in respect of the PPAs vide Lr.No.APERC/JD(PPP)/DD(PPP)/F.No.E-1152/D.No.1006/ 18, Dt. 06.12.2018


WHEREAS, in view of the above, the Parties have discussed and agreed to amend few provisions of the PPA and in consideration of the foregoing premises and their mutual covenants herein and under the PPA, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound hereby agree as follows:

1. Article 1.15 of the PPA shall stand revised and replaced with the following:

**"Pooling or Receiving Substation:** means 33KV/220 KV SS constructed, owned and maintained by the Wind Power Producer at Amidyala in Anantapuram District for the sole purpose of evacuating energy generated by the Project to the Grid System and for facilitating interconnection between the transmission lines emanating from the Project and the Grid System. As indicated in the Preamble, the Pooling Substation will be common for all Wind power projects connected to the Pooling Substation."

For SV RENEWABLE ENERGY

  
Authorized Signatory

  
CHIEF GENERAL MANAGER  
PROJECTS & IPC  
APSPDCL : : TIRUPATHI

2. Article 2.2 of the PPA shall stand revised and replaced with the following:

"The Wind Power Producer shall be paid tariff for energy delivered at the interconnection point for sale to DISCOM, which shall be at the tariff rate as determined by APERC in accordance with section 61, Section 62, Section 86 of Electricity Act, 2003 and the principles contained in the provisions of the Central Electricity Regulatory Commission (Terms and Conditions for Tariff Determination from Renewable Energy Sources) Regulations, 2017 and the orders of APERC, without considering Accelerated Depreciation for a period of 25 years from the Commercial Operation Date."

3. Article 9.1 of the PPA shall stand revised and replaced with the following:

"The Wind Power Producer shall achieve Commercial Operation Date within two years from the date of consent for this Agreement is granted by APERC, default of which, the Agreement is liable for termination and the same can be done at the option of the DISCOM with due notice."

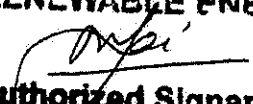
4. SCHEDULE IV of the PPA shall stand revised and replaced with the following:


"Annexure - I to the Commission's order dated 30-03-2010 in O.P. No. 40 of 2010 and Commission's Order dated 11-07-2012 in O.P. No. 7 of 2012 and letter dated 04-06-2014 and the Central Electricity Regulatory Commission (Terms and Conditions for Tariff Determination from Renewable Energy Sources) Regulations, 2017."

5. This Amendment Agreement shall form an integral part of the PPA and except as stated herein above all other terms and conditions of the PPA shall remain unaltered and shall apply to this Amendment Agreement.

6. This Amendment Agreement shall be effective upon execution and shall be enforceable subject to receipt of the consent of Andhra Pradesh Electricity Regulatory Commission under Section 21 of the A.P. Electricity Reform Act, 1998.

**For SV RENEWABLE ENERGY**

  
**Authorized Signatory**

  
**CHIEF GENERAL MANAGAR  
PROJECTS & IPC  
APSPDCL : : TIRUPATHI**