

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 : 040-23201666.

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



Ref: NREDCAP/WE/GWTPL/11132/2013

Dt.30.10.2013

PROCEEDINGS

Sub: Wind power Project in private sector - Communication of sanction for 150.00 MW capacity wind farm project at Molagavalli, Kurnool District - Reg.

- Ref:
1. Application for allotment of wind farm dt.20.02.2013
  2. G.O.Ms.No.48 dt.11-04-2008 of Energy Dept. Govt. of A.P.
  3. G.O.Ms.No.99 dated 09.09.2008 of Energy (RES) Dept., Govt. of A.P.
  4. Govt. Ir.no.338/RES-A1/2013-3, Dt.04.9.2013 of Energy (RES-A1) Dept.
  5. NREDCAP Provisional Allotment Lr.No. NREDCAP/WE/GWTPL/11132/2013 Dt.26.09.2013
  6. Gamesa Wind Turbines Pvt. Ltd Lr. No.Gamesa/WP/Molagavalli/2013 Dt.23.10.2013

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In the reference 1st cited, M/s. Gamesa Wind Turbines Pvt. Ltd have applied to NREDCAP for allotment of 150.00 MW capacity wind power project at Molagavalli, Kurnool District, for generation of electric power on commercial basis.

In the reference 4<sup>th</sup> cited, the Govt. has accorded approval for sanction of 150.00 MW capacity wind power project to M/s.Gamesa Wind Turbines Pvt. Ltd.

In the reference 5<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.Gamesa Wind Turbines Pvt. Ltd vide its letter 6<sup>th</sup> cited, having fulfilled the conditions of the Provisional Allotment.

Based on the approval of the Government, and having considered the request of M/s.Gamesa Wind Turbines Pvt. Ltd, the allotment of 150.00 MW capacity wind power project capacity at Molagavalli, Kurnool District for generation of power on Commercial basis.

The allotment is accorded subjected to the following conditions.

1. The allotment of the land and alienation of the land shall be subject to Govt. orders issued in this regard.

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

*[Signature]*

Vice Chairman & Managing Director

CHIEF GENERAL MANAGER  
P & MM & IPC

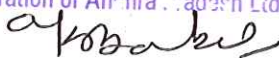
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"Energy is Life - Conserve it"


2. The wind power project shall be established in the specified area as decided by NREDCAP.
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.48 dated 11.04.2008 and G.O.Ms.No.99 dated 09.09.2008 of Energy (RES) department.
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 Centre for Wind Energy Technology (C-WET)
8. No second hand or used wind turbines, imported from abroad or procured locally shall be installed.
9. The company is permitted to sell the projects/ sub-projects to promoters with the prior approval of NREDCAP/ Government of Andhra Pradesh, on complying with the payment of fee and other requirements if any.
10. 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.
11. 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
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 with DISCOMs in respect of Wind Power capacities set up in Government and Forest areas as per the policy of the Govt. in this regard from time to time. In case of wind power capacities set up in private land, the developer shall enter into Power Purchase Agreement or Open Access Agreement or Wheeling Agreement with DISCOMs as per policy decided by the Govt.

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




Vice Chairman & Managing Director


  
CHIEF GENERAL MANAGER  
P & MM & IPC  
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- 13 The company shall pay Rs.1.50 Lakhs per Megawatt as sanction fee to NREDCAP at the time of entering into agreement.
- 14 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.
15. 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.
16. The company shall execute the work as per terms of the allotment letter and complete within 18 months from the date of achieving the financial closer. 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.
17. At the time of land allotment, the company shall give a schedule of execution of the project. The project must be commissioned within a period of two years from the date of this agreement. The company shall provide an irrevocable bank guarantee of Rs.2,00,000/- (Rupees Two lakhs only) per megawatt in case of Govt. lands and Rs.1,00,000/- (Rupees One lakh only) per MW in case of private lands, at the time of agreement, valid for a period of two years (24 months) or a demand draft drawn in favour of NREDCAP, payable at Hyderabad for an equivalent amount in lieu of Bank guarantee, at the time of agreement. The amount will be adjusted against penalties imposed, if any, due to delay in execution of the project.
18. 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.
19. 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.

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

  
Vice Chairman & Managing Director

  
CHIEF GENERAL MANAGER  
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20. 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.

21. The company shall prepare an action plan in detail for completion of wind power project allotted within a target period of 2 years 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 release the proportionate bank guarantee.

The receipt of the letter may be acknowledged.

Sd/-

**V.C & MANAGING DIRECTOR**

To

✓ M/s Gamesa Wind Turbines Pvt. Ltd  
#334, 4<sup>th</sup> Floor, Block-B, The future Tech Park,  
Rajiv Gandhi Salai, Sholinganallur,  
Chennai – 600 119

Copy to Chairman and Managing Director, APCPDCL, Mint Compound, Hyderabad.  
Copy to the Chief Engineer, IPC, AP Power Coordination Committee, AP TRANSCO, Hyderabad.

Copy to the District Collector, Anantapur Dist.

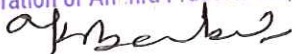
Copy to the Executive Engineer (RE) WD, NREDCAP, Anantapur Dist

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PROJECT DIRECTOR (WE)

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



Vice Chairman & Managing Director

**CHIEF GENERAL MANAGER**  
**P & MM & IPC**  
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ఆంధ్ర ప్రదేశ్, ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

S. NO. 1010 DA 10/06/2013 Rs. 100/-  
 SOLD TO S. Partha Saradhi, s/o. S.L. Kameswara Rao, Hyderabad  
 FOR WHOM M/s. Gamesa Wind Turbines Pvt Ltd, Hyderabad

10 JUN 2013

AX 789663  
 MOHD JAHANGIR  
 LICENCED STAMP VENDOR  
 LIC No: 16-07-004/2012  
 6-5-190/53 & 54, Patel Nagar,  
 Gandhi Bhavan, Nampally, Hyd-01  
 Cell : 9394554463

## AGREEMENT

THIS AGREEMENT is entered into on this 30<sup>th</sup> day of October 2013 at Hyderabad, by and between

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

AND

M/s Gamesa Wind Turbines Pvt. Ltd, a company incorporated under the Companies Act, 1956, having its registered office at #334, 4<sup>th</sup> Floor, Block-B, The future Tech Park, Rajiv Gandhi Salai, Sholingnallur, Chennai - 600 119, represented by its Authorised Signatory, Sri R.Sachidanandam, Regional Head, 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..

for Gamesa Wind Turbines Pvt. Ltd.

R.S. Sachidanandam  
 Authorised Signatory  
 New and Renewable Energy Development Corporation of Andhra Pradesh Ltd.

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

Vice Chairman & Managing Director

CHIEF GENERAL MANAGER  
 P & MM & IPC  
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The NREDCAP and the Developer are severally referred to as the Party and collectively as Parties and the 'Developer' where the context requires shall include the Confirming Party

**WHEREAS,**

A. NREDCAP is the Nodal Agency for approval of wind energy projects upto 20 MW capacity and, therefore, for setting up of wind farms in the Potential Areas in the State of Andhra Pradesh as per the guidelines of the Ministry of New and Renewable Energy (MNRE), Government of India and also the guidelines under the New Wind Power Policy of the Government of Andhra Pradesh (GOAP) notified through GO MS No.48, Energy (RES) Department, dated 11-04-2008 (hereinafter called the 'Policy') as well. For the projects with more than 20 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.

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.

C. The Developer has submitted an application on 26<sup>th</sup> February, 2013, for allotment of 150.00 MW capacity at Molagavalli, Kurnool District (hereinafter called the 'Area'). Based on the sanction by the Govt. of AP vide letter NO.338/RES-A1/2013-3 Dt.04.09.2013 of Energy (RES-A1) Dept. NREDCAP has issued Provisional Allotment Letter No. NREDCAP/WE/GWTPL/11132/2013, dated 26.09.2013 sanctioning for setting up and operation of the Wind Farm Project for generation of 150.00 MW capacity in Molagavalli, Kurnool District (hereinafter called the 'Project') stipulating the terms and conditions therefor and for entering into this Agreement.

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



Vice Chairman & Managing Director

for Gamesa Wind Turbines Pvt. Ltd.



Authorised Signatory

CHIEF GENERAL MANAGER  
P & MM & IPC  
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For New & Renewable Energy Development  
Corporation of Andhra Pradesh Ltd.



Vice Chairman & Managing Director

Contd..3



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

**ARTICLE 1  
DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Agreement, the words and expressions, unless and otherwise defined or described herein, shall, unless repugnant to the context or meaning thereof, have the meaning assigned in the Andhra Pradesh Electricity Reforms Act 1998 (APERC Act), the Indian Electricity Act 2003 and GO MS. No. 48, Energy (RES) Department, dated 11-04-2008.

**1.2 Public Interest**

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

**1.3 Essence of Time**

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

**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 at Molagavalli, Kurnool District for generation of 150.00 MW capacity of wind power for commercial use.

**2.2 Financing**

The Developer 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 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.

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

*[Signature]*

Vice Chairman & Managing Director  
for Gamesa Wind Turbines Pvt. Ltd.

*[Signature]*

Authorised Signatory

*[Signature]*  
**CHIEF GENERAL MANAGER** Contd..4  
**P & MM & IPC**  
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For New & Renewable Energy Development  
Corporation of Andhra Pradesh Ltd.

*[Signature]*

Vice Chairman & Managing Director

## 2.4 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.

## 2.5 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.

## 2.6 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 vs-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

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for Gamesa Wind Turbines Pvt. Ltd.

*R.L. Manoj*

Authorised Signatory

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

*Ch. Subbarao*

Vice Chairman

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

*Ch. Subbarao*

Vice Chairman & Managing Director

CHIEF GENERAL MANAGER

P & MM & IPC

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prepared by the C-WET or NREDCAP and that the wind power potential assessment made either by C-WET or NREDCAP is only an estimate on broad basis and actual potential may be higher or lower than the estimation made.

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

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

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

#### 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 and monitoring by NREDCAP.

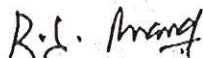
##### 4.2 Delays in Project Completion

(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 each MW (Rupees forty thousand only) in case the Project is being set up in Government land; and Rs.20,000 per each 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.

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



Vice Chairman & Managing Director  
for Gamesa Wind Turbines Pvt. Ltd.



Authorised Signatory

  
CHIEF GENERAL MANAGER Contd..6

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



Vice Chairman & Managing Director

(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.

(d) NREDCAP or the appropriate authority, on a representation made by the Developer, may grant extension of time for the set time lines under each component for completion 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 extensions put together shall not be more than 12 months in case of private or Govt. land, and nor more than 36 months in case of forest lands.

## ARTICLE 5 PERFORMANCE GUARANTEE

(a) For due and satisfactory performance of its obligations under the Agreement, the Developer has submitted an irrevocable Bank Guarantee towards Performance Guarantee No. 0999613FG0002665, Date 24.10.2013, for Rs.1,50,00,000 (Rupees One Crore Fifty lakh only) issued by SBI, Corporate Accounts Group Branch, 11<sup>th</sup> & 12<sup>th</sup> Floor, Jawahar Vyapar Bhawan, 1, Tolstoy Marg, New Delhi- 110001.

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For Gamesa Wind Turbines Pvt. Ltd.

*R.L. Mong*

Authorised Signatory

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

*aybarber*

Vice Chairman & Managing Director

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

*aybarber*

Vice Chairman & Managing Director

**CHIEF GENERAL MANAGER**  
**P & MM & IPC**  
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(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.

#### ARTICLE 6 OBLIGATIONS OF DEVELOPER

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

- (a) set up the Project in the specified and demarcated site of the Area.
- (b) ensure that the wind turbines installed shall not affect the performance of the other wind turbines and maintain safety standards in consultation with NREDCAP.
- (c) explore the possibility of installing higher capacity Wind Electric Generators to achieve higher plant load factor and that the Wind Electric Generators under the project having the approval of 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.

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for Gamesa Wind Turbines Pvt. Ltd.

  
Authorized Signatory

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

  
Vice Chairman & Managing Director

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

  
Vice Chairman & Managing Director

**CHIEF GENERAL MANAGER**  
**P & MM & IPC**  
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- (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 with DISCOMs in respect of wind power capacity set up in Govt. and Forest lands, in terms of the Policy and the orders and/or guidelines of the Government of Andhra Pradesh issued hereunder and also the Indian Electricity Act 2003 and the rules and regulations made thereunder, 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..
- (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) 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 (i) above or due to any Force Majeure Event. Any extension so granted by NREDCAP shall not ipso-facto extend the Project Completion Period.
- (j) Ensure that the sale of the projects/ sub-projects to promoters shall be with the prior approval of NREDCAP/ Government of Andhra Pradesh, duly complying with the payment of fee and other requirements if any.
- (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.

Gamesa Wind Turbines Pvt. Ltd.

*R. L. Prasad*

Authorised Signatory

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

*A. B. Babu*

Vice Chairman & Managing Director

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

*A. B. Babu*

Vice Chairman & Managing Director

CHIEF GENERAL MANAGER  
P & MM & IPC  
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- (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.
- (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.

for Gamesa Wind Turbines Pvt. Ltd.

*R. S. Manoj*

Authorised Signatory

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

*atman*

Vice Chairman & Managing Director

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

*atman*

Vice Chairman & Managing Director

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

## 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.

## 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

for Gamesa Wind Turbines Pvt. Ltd.

*R.L. Mang*

Authorised Signatory

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

*aymanka*

Vice Chairman & Managing Director

For New & Renewable Energy Development Contd..11  
Corporation of Andhra Pradesh Ltd.

*aymanka*

Vice Chairman & Managing Director

CHIEF GENERAL MANAGER  
P & MM & IPC  
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## (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.

(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.

Cont.. 12

for Gamesa Wind Turbines Pvt. Ltd.

*R. L. Prasad*

Authorised Signatory

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

*[Signature]*

Vice Chairman & Managing Director

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

*[Signature]*

Vice Chairman & Managing Director

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

### 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

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

Signed, Sealed and Delivered

For and on behalf of Developer by:

for Gamosa Wind Turbines Pvt. Ltd.

*R. L. Prasad*

Authorised Signatory

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

#### Witnesses

In the presence of

1) Signature

Name

*P. V. Ramesh*  
P.D., NREDCAP

Address

2) Signature

Name

Address

*S. Parthasarathi*  
Gamosa Wind Turbines Pvt Ltd  
Secunderabad.

Signed, Sealed and Delivered

For and on behalf of the NREDCAP

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

*[Signature]*

Vice Chairman & Managing Director  
Signature of Authorised Person  
(Name)  
(Designation)  
(Seal)

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

*[Signature]*

Vice Chairman & Managing Director

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



ఆంధ్రప్రదేశ్ నూతన మలయు పునరుద్ధరణ ఐంధన పసరుల 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, Pissah 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/ GWTPL/11132/2016

Dt.22.09.2016

PROCEEDINGS

Sub:-Wind Power Project in private sector- Enhancement of Wind Power Capacity from 150 MW to 250 MW to set up at Molagavalli, Kurnool district - Reg

Ref:-1.Agreement dt:30.10.2013

2. Your proposals dated. 11.05.2016

3. Govt. Lr.No. 957/POWER.II.2/2016-1, dt. 29.07.2016 from the  
Prl. Secretary to Govt., Energy I & I Dept. GOAP, Hyderabad

4. G.O. Ms.No.9, Dt. 13.02.2015 of Energy I & I (PR.II) Dept, GOAP

5. This office Lr. No. NREDCAP/WE/ GWTPL/11132/2016, Dt.06.08.2016

6. Lr. No. Gamesa/WF/Molagavalli 100MW/Sanction fee& BG/2016,  
dt. 22.08.2016 & 06.09.2016 of M/s Gamesa Renewable (P) Ltd

&&&

150MW capacity wind power project was allotted in favour of M/s Gamesa Wind Turbines (P) Ltd to set up at Molagavalli, Kurnool district and the company has entered into agreement on 30.10.2013 vide ref. 1<sup>st</sup> cited.

In the reference 2<sup>nd</sup> cited, of M/s Gamesa Renewable (P) Ltd (Formerly M/s Gamesa Wind Turbines (P) Ltd), have applied to NREDCAP for enhancement of wind power capacity from 150 MW to 250 MW at Molagavalli, Kurnool district, for generation of electric power on commercial basis.

In the reference 3<sup>rd</sup> cited, the Govt. has accorded approval for enhancement of wind power capacity from 150MW to 250MW wind power project to M/s Gamesa Renewable (P) Ltd to set up at Molagavalli, Kurnool district.

In the reference 5th cited, Provisional Allotment Letter was issued stipulating the terms and conditions for issue of Sanction Letter and for execution of the Agreement. M/s Gamesa Renewable (P) Ltd vide its letter 6<sup>th</sup> cited, having fulfilled the conditions of the Provisional Allotment.

Based on the approval of the Government, and having considered the request of M/s Gamesa Renewable (P) Ltd, enhancement of Wind Power capacity from 150 MW to 250 MW wind power project, to set up at Molagavalli, Kurnool District for generation of power on Commercial basis is accorded subject to the following conditions:

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


Vice Chairman & Managing Director

CHIEF GENERAL MANAGER  
P & MM & IPC  
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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.

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Corporation of Andhra Pradesh Ltd.

  
Vice Chairman & Managing Director


  
CHIEF GENERAL MANAGER  
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14. The company shall pay Rs.1.50 Lakhs plus service tax per Megawatt as sanction fee to NREDCAP at the time of entering into agreement.
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 within a period of two years from the date of this agreement. The company shall provide an irrevocable bank guarantee of Rs.2,00,000/- (Rupees Two lakhs only) per megawatt in case of Govt. lands and Rs.1,00,000/- (Rupees One lakh only) per MW in case of private lands, at the time of agreement, valid for a period of two years (24 months) or a demand draft drawn in favour of NREDCAP, payable at Hyderabad for an equivalent amount in lieu of Bank guarantee, at the time of agreement. The amount will be adjusted against penalties imposed, if any, due to delay in execution of the project.
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.

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

  
Vice Chairman & Managing Director

  
CHIEF GENERAL MANAGER  
P & MM & IPC  
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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 within a target period of 2 years 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.

Sd/-

V.C & MANAGING DIRECTOR

To

M/s Gamesa Renewable (P) Ltd,  
# 334, 8<sup>th</sup> floor, Block-B, The future Tech Park,  
Rajiv Gandhi Salai, Sholinganallur,  
CHENNAI-119.

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, Kurnool

Copy to the District Manager, NREDCAP, Ananthapuramu/Kurnool Dists.


//FBO//



PROJECT DIRECTOR (WE) & OSD FAC

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

  
Vice Chairman & Managing Director

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



Rs. 100  
ONE  
HUNDRED RUPEES

INDIA  
NON JUDICIAL

2829  
M. Padga  
M. Koushik  
M. Chandra

407662

## AGREEMENT

THIS AGREEMENT is entered into on this 01<sup>st</sup> day of September 2016, at Hyderabad, by and between

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

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

Vice Chairman & Managing Director

For Gammas Renewable Private Limited

R.S. Prasad

Contd. 02

CHIEF GENERAL MANAGER  
P & MM & IPC

APSPDCL :: TIRUPATI

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

M. Chandra

AND

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

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

WHEREAS,

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

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

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

Vice Chairman & Managing Director

New & Renewable Energy Development Corporation of Andhra Pradesh Ltd. Contd. 03

*[Signature]*  
Managing Director

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

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

## **ARTICLE 1**

### **DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

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

#### **1.2 Public Interest**

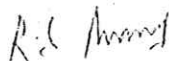
The award, Development, Operation and Maintenance of the Project is in public interest.

#### **1.3. Essence of Time**

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

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

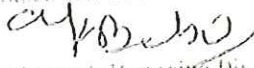
  
Vice Chairman & Managing Director

  
Authorized Signatory

Contd. 04

  
**CHIEF GENERAL MANAGER**  
**P & MM & IPC**

**APSPDCL :: TIRUPATI** Energy Development  
Corporation of Andhra Pradesh Ltd.

  
Vice Chairman & Managing Director

## ARTICLE 2

### GRANT OF ALLOTMENT

#### 2.1 Sanction of Allotment of Capacity

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

#### Financing

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

#### 2.2 Applicability of other Laws

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

#### 2.3 Sanction Fee

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

#### 2.4 Facilitation by NREDCAP

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

#### 2.5 Regulation of Allotment

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

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

Vice Chairman & Managing Director

Contd. 05

CHIEF GENERAL MANAGER  
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- 5 -  
**ARTICLE 3**  
**LAND ALLOTMENT**

**3.1. Allotment of Government Land**

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

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

**3.2 Private Land**

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

**3.3 Proportionate Allotment**

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

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

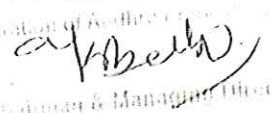
(i) In cases where the actual potential is less than the capacity provisionally allotted based on the estimated capacity, NREDCAP shall have the right, without any liability of whatever nature, to allot the land, government or private, proportionately among the various project developers in the same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

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

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

  
Vice Chairman & Managing Director

Contd. 06

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

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

Vice Chairman & Managing Director

Contd. 07

CHIEF GENERAL MANAGER  
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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 has submitted an irrevocable Bank Guarantee towards Performance Guarantee No. 004GT02162450005, Date 01.09.2016, for Rs. 1.00 Crore (Rupees One Crore only) issued by HDFC Bank Ltd, Chennai, valid for a period of two years (24 months).

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

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

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

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

Vice Chairman & Managing Director

Contd. 08

CHIEF GENERAL MANAGER  
P & MM & IPC  
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## ARTICLE 6

## OBLIGATIONS OF DEVELOPER

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

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

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

Vice Chairman & Managing Director

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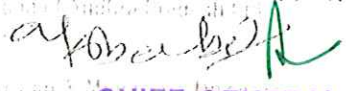
CHIEF GENERAL MANAGER  
P & MM & IPC  
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- (j) Achieve the Financial Closure within a period of six months from the date of signing of the Agreement or earlier thereto subject to any extension granted in writing by NREDCAP at the request of the Developer 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 New & Renewable Energy Development  
Corporation of Andhra Pradesh Ltd.

  
Vice Chairman & Managing Director

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

#### 7.3 Periodical Reports

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

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

Vice Chairman & Managing Director

R. L. Anand

New & Renewable Energy Development  
Corporation of Andhra Pradesh Ltd.

Contd. 11

CHIEF GENERAL MANAGER  
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## ARTICLE 8

### *EVENTS OF DEFAULT AND TERMINATION*

#### 8.1 Event of Default and Termination

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

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

## ARTICLE 9

### MISCELLANEOUS

#### 9.1 Dispute Resolution

##### (a) Amicable Resolution

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

##### (b) Appeal

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

#### 9.2 Governing Law and Jurisdiction

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

#### 9.3 Waiver

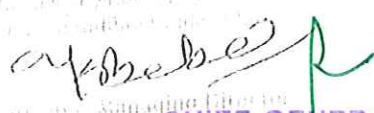
(a) Waiver by either Party of any default or any rights under the Agreement by the other Party in the observance and performance of any provision of or obligations or under this Agreement

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

Contd. 12

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

  
Vice Chairman & Managing Director

  
CHIEF GENERAL MANAGER  
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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 Green & Renewable Private Limited

*R. J. Anand*

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

*Chandrababu Naidu*

Vice Chairman & Managing Director

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

*Chandrababu Naidu*

CHIEF GENERAL MANAGER  
P & MM & IPC  
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IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

Signed, Sealed and Delivered

Signed, Sealed and Delivered

For and on behalf of Developer by:

For and on behalf of the NREDCAP by:

For Gamesa Renewable Private Limited

*R. C. Arvind*

Authorized Signatory

Signature of Authorized Person

Authorized Signatory

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

*Ch. B. Srinivas*

Vice Chairman and Managing Director

Signature of Authorized Person

Vice Chairman and Managing Director

#### Witnesses

In the presence of

1) Signature

Name

*P. V. Ramiah*

Address

*P.O., NREDCAP, Hyderabad*

2) Signature

Name

Address

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

*Ch. B. Srinivas*

Vice Chairman & Managing Director

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

ఆంధ్రప్రదేశ్ సూతన మరియు పునరుద్ధరణ ఐంధన వనరుల అభివృద్ధి సంస్థ లి.  
New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.

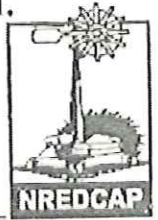
(A State Government Company)

(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/ GWTPL/11132/2017

Dt.22 .02.2017

To

M/s New and Renewable Energy Devp. Corpn. of AP Ltd (NREDCAP),  
#5-8-207/2, Pishah Complex,  
Nampally,  
HYDERABAD-500001.

Sirs,

Sub: Transfer of 4 MW capacity wind farm in favour of M/s New and Renewable Energy Devp. Corpn. Of AP Ltd (NREDCAP), out of 250 MW wind farm allotment given to M/s Gamesa Renewable Pvt. Ltd.- Orders issued - Reg.

Ref: 1. Sanction Proceedings No. NREDCAP/WE/ GWTPL/11132/2016  
Dt.22.09.2016

2. Agreement entered on 22.09.2016

3. Lr.No. GRPL/4MW out of 250MWMOI/WF/CT/NREDCAP/2016-17/,  
dt. 20.02.2017 of M/s Gamesa Renewable Pvt. Ltd

4. Lr.No. NREDCAP/WE/4MW/2017, Dt. 20.02.2017 of  
M/s New and Renewable Energy Devp. Corpn. of AP Ltd (NREDCAP),

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

& & &

In the reference 1st cited, M/s Gamesa Renewable Pvt. Ltd have been allotted 250 MW capacity wind power project to set up at Molagavalli, Kurnool District, for generation of electric power on commercial basis. As per the terms of the agreement entered by M/s Gamesa Renewable Pvt. Ltd, the developer was permitted to sell the projects/ sub-projects to promoters with prior approval of NREDCAP.

In the reference 3<sup>rd</sup> cited, M/s Gamesa Renewable Pvt. Ltd has informed that, M/s New and Renewable Energy Devp. Corpn. of AP Ltd (NREDCAP), have placed orders on their company M/s Gamesa Renewable Pvt. Ltd, for establishing 4 MW wind farm project at Molagavalli, Kurnool district, and requested to transfer 4 MW capacity in the name of M/s New and Renewable Energy Devp. Corpn. of AP Ltd (NREDCAP) from the existing wind farm capacity allotted to them.

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

Vice Chairman & Managing Director

CHIEF GENERAL MANAGER  
P & MM & IPC  
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"Energy is Life - Conserve it"



Taking into consideration, the request made by M/s New and Renewable Energy Devp. Corpn. of AP Ltd (NREDCAP), the consent given by M/s Gamesa Renewable Pvt. Ltd and also the provisions of sanction proceedings issued vide reference 1<sup>st</sup> cited and the agreement entered on 22.09.2016, permission is hereby accorded to transfer 4 MW wind power capacity in favour of M/s New and Renewable Energy Devp. Corpn. of AP Ltd (NREDCAP), #5-8-207/2, Pisgah Complex, Nampally, HYDERABAD-500001 from existing capacity allotment accorded to M/s Gamesa Renewable Pvt. Ltd

M/s New and Renewable Energy Devp. Corpn. of AP Ltd (NREDCAP), is requested to enter into agreement as per the prescribed format (enclosed) within one month from the date of this order. The other terms and conditions of the sanction order issued to M/s Gamesa Renewable Pvt. Ltd will hold good to this transfer of project of 4 MW capacity to M/s New and Renewable Energy Devp. Corpn. of AP Ltd (NREDCAP).

Thanking you,

Yours faithfully,  
Sd/-  
VC & Managing Director

Encl:a.a.

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

Copy to Chairman and Managing Director, APCPDCL, Hyderabad.

Copy to Executive Director, Planning, RAC & Reforms, Transmission Corporation of Andhra Pradesh Ltd (AP TRANSCO), Vidyut Soudha, Hyderabad

Copy to the Chief Engineer, IPC, APPCC, AP TRANSCO, Hyderabad.

Copy to the District Collector, Kurnool District.


Copy to the District Manager, Anantapuramu/Kurnool Districts.

//FBO//

  
PROJECT DIRECTOR (WE)

For New & Renewable Energy Development  
Corporation of An'hra Pradesh Ltd.

  
Vice Chairman & Managing Director

  
CHIEF GENERAL MANAGER  
P & MM & IPC  
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తెలంగాణ తెలంగాణ TELANGANA

Sl.No : 611 Date : 21.02.2017  
Sold to : M. Raja  
S/o : M. Roosevelt  
For Whom : Gamesa Renewable Pvt. Ltd.

*[Signature]* K 635691

DEPA BUCHI REDDY  
LICENCED STAMP VENDOR  
LIC NO.16-11-05/2016  
G-30, CENTRAL COURT APTS, RB Rd  
SOMAJIGUDA, HYDERABAD-82(SOUTH DIST)

### AGREEMENT

THIS AGREEMENT is entered into on this 22<sup>nd</sup> of February, 2017 at Hyderabad, by and among

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

AND

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

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

*[Signature]*

Vice Chairman & Managing Director

For Gamesa Renewable Private Limited

*[Signature]*  
Authorized Signatory

Contd...

Corporation of Andhra Pradesh Ltd.

*[Signature]*

Vice Chairman & Managing Director

Corporation of Andhra Pradesh Ltd.

*[Signature]*

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

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

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

**WHEREAS,**


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

B. The Third Party was earlier sanctioned 250 MW wind farm projects to be set up at Molagavalli, Kurnool District and accordingly an Agreement was entered between NREDCAP and the Developer as given in following table, hereinafter referred as the '**Principal Agreement**' containing the terms and conditions thereof. Para 2 of the Principal Agreement enables development of the wind power projects by the Developer for customers/users.

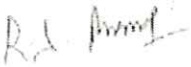
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For New & Renewable Energy Development  
Corporation of Andhra Pradesh Ltd.


  
Vice Chairman & Managing Director

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


For Gamesa Renewable Private Limited

  
Authorized Signatory

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

  
Vice Chairman & Managing Director

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

  
Authorized Signatory

Sl. No	Company Name	Proceedings No. & Agreement Date	Capacity Sanctioned (In MW)
1	M/s Gamesa Renewable Pvt. Ltd	Sanction Proceedings No. NREDCAP/WE/11132/2016, Dt.22.09.2016 Agreement Date: 22.09.2016	250
	Total		250

C. The Third Party through their Letter Lr.No. GRPL/4MW out of 250MWMOI/WE/CT/NREDCAP/2016-17/, dt. 20.02.2017 of M/s Gamesa Renewable Pvt. Ltd informed that they have received orders from the following companies as per the details given below, hereinafter referred to as the 'Project', duly conveying its no objection and consent for transfer of the Project in the name of the Second Party being its customers from the existing capacity sanctioned.

Sl No	Customer Name	Capacity in MW	Capacity transferred from	Capacity transferred MW
01	M/s New and Renewable Energy Development Corporation of Andhra Pradesh Ltd.,(NREDCAP)	4	M/s Gamesa Renewable Pvt. Ltd	4
	Total	4		4

D. After due consideration of the proposals under (B) above, the First Party, through its Letter/ Proc No. Ref: NREDCAP/WE/11132/2017, Dt.22.02.2017 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.

## NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

### ARTICLE 1

#### DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions

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

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

Contd...

For Gamesa Renewable Private Limited

Vice Chairman & Managing Director

CHIEF GENERAL MANAGER

P & MM & IPC

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### 1.2 Public Interest

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

### 1.3 Essence of Time

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

## ARTICLE 2 GRANT OF ALLOTMENT

### 2.1 Transfer of Sanctioned Capacity

Subject to and in accordance with the terms and conditions set forth in this Agreement and the Principal Agreement; and the Customer undertaking to observe and perform the covenants, obligations, responsibilities, terms and conditions of this Agreement and the Principal Agreement as well, NREDCAP hereby sanctions transfer of 4MW capacity wind power from wind power project earlier sanctioned to the Developer M/s Gamesa Wind Turbines Pvt. Ltd, to and in the name of the following Customers /developers for setting up of the Project as per the following table for generation of 4MW capacity each 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
01	M/s New and Renewable Energy Development Corporation of Andhra Pradesh Ltd.,(NREDCAP)	4	Moragavalli, Kurnool district.
	Total	4	

### 2.2 Financing

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

### 2.1 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.

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

Vice Chairman & Managing Director

For Gamesa Renewable Private Limited

Authorized Signatory

CHIEF GENERAL MANAGER  
P & MM & IPC

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## 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.

## 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.

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

CHIEF GENERAL MANAGER

P & MM & IPC

APSPDCL :: TIRUPATI

Contd...

For Gamesa Renewable Private Limited

Vice Chairman & Managing Director

Authorized Signatory

Vice Chairman & Managing Director

Vice Chairman & Managing Director



### 5.3 Waiver

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

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

(b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation 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:

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

For Gamesa Renewable Private Limited

Vice Chairman & Managing Director

Authorized Signatory

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

Contd...

**If to the NREDCAP**

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

**If to the Customer**

Vice Chairman and Managing Director,  
5-8-207/2, Pishah Complex,  
Nampally, Hyderabad 500 001  
Phone No.040 23202391,

**If to the Developer**

M/s Gamesa Renewable Pvt. Ltd, FUTURA, NO.334,  
Old Mahabalipuram, Road (Opp to MTL) Sholinganallur,  
Chennai - 600 119, Phone: 044-39242424

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:

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

Vice Chairman & Managing Director

For Gamesa Renewable Private Limited

Authorized Signatory

CHIEF GENERAL MANAGER  
P & MM & IPC

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Contd...

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

Vice Chairman & Managing Director

Energy Development  
Corporation of Andhra Pradesh Ltd.

Vice Chairman & Managing Director



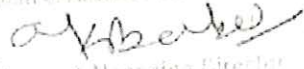
- a) This Agreement, including Schedules and Annexure.
- b) The Principal Agreement.
- c) Letter of Sanction.
- d) Proposals submitted by the Customer and Developer

### 5.10 Counterparts

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


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

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

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

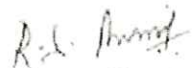
Signature of Authorized Person  
(Seal)

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  
(Seal)

For and on behalf of Developer by


Gamesa Renewable Private Limited  
  
Authorized Signatory

Signature of Authorized Person  
(Seal)


### Witnesses

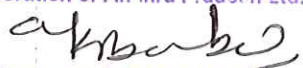
In the presence of


- 1) Signature  
Name  
Address

  
P.V. Ramiah  
P.D, NREDCAP, Hyderabad

- 2) Signature  
Name  
Address

  
M. Raja  
Srinagar, Hyderabad

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

  
CHIEF GENERAL MANAGER  
P & MM & IPC  
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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. 6&7 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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Vice Chairman & Managing Director

  
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eligible developer shall bear the entire cost of power evacuation facilities for interconnecting the Wind Firms 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

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




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.

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

  
Vice Chairman & Managing Director

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CHIEF GENERAL MANAGER  
P & MM & IPC  
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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



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

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.



(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.

(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



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

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 IWTMA and the responses of the petitioner is of the view that all the points raised by IWTMA 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: InWEA pointed out that though the approval of



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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Vice Chairman & Managing Director

  
CHIEF GENERAL MANAGER  
P & MM & IPC  
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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



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

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 firm 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



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

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: InWEA stated that necessary clauses of remedy (to provide compensation for deemed generation) should be incorporated in PPA



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 (RPPO), 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

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.Raghotham Rao,  
Chairman

CERTIFIED COPY

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

  
Vice Chairman & Managing Director

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



**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.Raghotham Rao, Chairman  
Sri C.R.Sekhar Reddy, Member  
Sri R.Ashoka Chary, Member

In the matter of

Indian Wind Energy Association (InWEA)  
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.

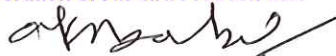
..... Respondent

This petition coming up for hearing on several dates including on 21.05.2012, in the presence of Sri Arijit 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 that 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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"to promote ..... Generation of electricity from renewable sources of energy by providing suitable measures for connectivity with the grid ....."

- b) Providing flexibility of choice of conductor enabling Wind Energy Generators to evacuate more power at 33 kV from the same line consequently resulting in optimum utilization of Electric lines as well as curtailment of extra cost for the wind generators are suitable measures for connectivity with the grid that the Commission is mandated to provide under Section 86 (1) (e) of the 2003 Act.
- c) It is technically feasible to evacuate higher capacity in terms of MW using conductors which allow higher line loading in Amp, rather than restricting it to 10 MW. For example with conductor such as ACSR Panther or AAAC Panther allows wind energy generators to easily inject 15 to 25 MW power at 33 kV.
- d) The Commission can sustain the change in policy where it would have properly balanced the legitimate expectation of the wind energy generators as against the need for a change.
- e) The Central Electricity Authority (CEA) is required to notify Regulations under Section 73 (b) read with Section 177 (2) (e) specifying the technical standards for construction of electrical plants electric lines and connectivity to the grid.
- f) Accordingly, the Central Electricity Authority (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2010 (hereinafter referred to as "CEA Regulations 2010") came to be notified. There is no reason why CEA Regulations 2010 should not be binding. In sharp contrast, the discretion under Section 61 (a) to "be guided by" the principles and methodologies specified by the Central Commission for determination of the tariff is not present in regard to CEA Regulations 2010.
- g) As far as the petitioner is aware, to date, no change has been made by the Parliament to the CEA Regulations 2010.
- h) The CEA Regulations 2010 have binding force, as they are statutory in nature. It is delegated legislation enacted under the powers

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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.



5. On 21.05.2012 Secretary General of the petitioner association filed an affidavit mentioning the meeting conducted by the representatives of the respondent with those of the petitioner and requested the Commission to review and modify its order dated 30.03.2010 and (i) to allow discretion to wind energy developers and choosing the conductor for connecting wind generator to the Pooling sub-station of the developer subject to CEIG approval (ii) 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 (iii) 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 (iv) 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.

6. Heard the counsel for the parties concerned.

7. The petitioner filed the above said petition for placing on record minutes of meeting held on 16<sup>th</sup> May, 2012 as follows:

a) The Commission during the hearing held on 23<sup>rd</sup> April, 2012 and further during the hearing held on 14<sup>th</sup> May, 2012, graciously indicated to the petitioner and the respondents to hold meeting and discuss the impending modifications to this to this Commission's order dated 30<sup>th</sup> March, 2010 for allowing Wind Energy Generators to exercise their choice of installing conductors inline with the Central Electricity Authority (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2010.

b) Based on the above, Counsel appearing for Andhra Pradesh Distribution Company Ltd., during the hearing on 14<sup>th</sup> May, 2012 undertook to withdraw the reply dated 3<sup>rd</sup> May, 2012 filed by the said respondent in order to give effect to and comply with the aforesaid oral directions of this Commission.

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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, Comml, 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 the 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.

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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 RAO)  
CHAIRMAN

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## THE ANDHRA PRADESH GAZETTE

PART-II EXTRAORDINARY  
PUBLISHED BY AUTHORITY

No. 56 |

HYDERABAD, FRIDAY, JULY 31, 2015.

### NOTIFICATIONS BY HEADS OF DEPARTMENTS, Etc.

— X —

#### 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 86 read with Section 181 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;

[1]

G. 257.

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- (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 hydel, 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 (n).

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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 FY2015-16, 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. Levellized Tariff:**

Levellized Tariff is calculated by carrying out levellization 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. Despatch 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 Despatch 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 despatch 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 FY2015-16 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 FY2015-16, which shall be notified at the beginning of each financial year.

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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.

$$CC_{(n)} = P\&M_{(0)} * (1+F1+F2+F3)$$

$$P\&M_{(n)} = P\&M_{(0)} * (1+d_{(n)})$$

$$d_{(n)} = [a * \{(SI_{(n-1)}/SI_{(0)}) - 1\} + b * \{(EI_{(n-1)}/EI_{(0)}) - 1\}] / (a+b)$$

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

$SI_{(n-1)}$  = Average WPI Steel Index prevalent for calendar year ending in (n-1) financial year of the control period

$SI_{(0)}$  = 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

$EI_{(n-1)}$  = Average WPI Electrical Machinery Index prevalent for calendar year ending in (n-1) financial year of the control period

$EI_{(0)}$  = 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 arrived at 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 1.33% 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 15% 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 '8.57 lakhs / 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 5.72% 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 levelized 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 levelized tariff over the useful life of the project on the basis of the norms in deviation does not exceed the levelized 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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Corporation of Andhra Pradesh Ltd.

  
Vice Chairman & Managing Director

  
CHIEF GENERAL MANAGER  
P & MM & IPC  
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# ANDHRA PRADESH ELECTRICITY REGULATORY COMMISSION

(Regulatory Commission for the States of Andhra Pradesh and Telangana)  
#11-4-660, 4th & 5th Floors, Singareni Bhavan, Red Hills, Hyderabad 500 004  
Phone Nos. (040) 23397625/381/399 Fax No. (040) 23397625 Website [www.aperc.gov.in](http://www.aperc.gov.in)

From

Commission Secretary,  
APERC, 4th & 5th Floors,  
# 11-4-660, Singareni Bhavan,  
Red Hills, Lakdi-ka-pul,  
Hyderabad 500 004.

To

The Chairman & Managing Director,  
APCPDCL, 6-1-50, 5th floor,  
Corporate Office, Mint Compound,  
Hyderabad 500 004.

Lr. No. APERC/Secy/Dir(Engg)/DD(Trans)/E:625,14/2014-1 Dt 04.06.2014

Sir,

Sub: APERC - Guidelines on power evacuation from Wind Power Projects - Clarifications - Issued.

Ref: 1) Lr.No.CGM(Comm & RAC)/SE/IPC/P.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

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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 guidelines 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,

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

Vice Chairman & Managing Director

CHIEF GENERAL MANAGER  
P & MM & IPC  
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Commission Secretary

Copy to:

The Chairman & Managing Director, APTransco, Vidyut Soudha, Hyderabad -82.

PS to the Chairman/APERC

PS to the Member (A)/APERC

PS to the Member (R)/APERC



**ANDHRA PRADESH ELECTRICITY REGULATORY COMMISSION  
HYDERABAD**

Order Dated 26-03-2016

IN

O.P.No.13 of 2016  
(SUO - MOTU)

Present: Sri Justice G. Bhavani Prasad, Chairman  
Dr. P. Raghu, Member  
Sri P. Rama Mohan, Member

In the matter of notifying the generic preferential tariff applicable from 01-04-2016 to 31-03-2017 in respect of Wind Power Projects in the State of Andhra Pradesh pursuant to Regulation 6 of Regulation 1 of 2015

The Commission has issued the Andhra Pradesh Electricity Regulatory Commission (Terms and Conditions for Tariff Determination for Wind Power Projects) Regulation, 2015 and notified on 31-07-2015.

As per the Regulation 6 of Andhra Pradesh Electricity Regulatory Commission (Terms and Conditions for Tariff Determination for Wind Power Projects) Regulation, 2015, the Commission shall notify the generic preferential tariff on *suo-motu* basis at the beginning of the each year of the tariff period for the wind power projects for which norms have been specified under the Regulation.

Accordingly, the parameters taken into consideration as per the Regulation 1 of 2015 for determination of tariff are as hereunder:

Sl.No.	Parameter	Value
1.	Tariff Period	25 years
2.	Useful Life	25 years
3.	Capital Cost	Rs.600.9 Lakhs/MW (including evacuation cost)
4.	O & M Expenses	Rs.9.06 Lakhs
5.	O&M Expenses' Escalation	5.72 % p.a.
6.	Depreciation for the First 10 years	7% p.a.
7.	Depreciation for the remaining useful life of the plant	1.33% p.a.
8.	Capacity Utilization Factor	23.5 %
9.	Return on Equity	16%
10.	Interest Cost on Debt	12.76%
11.	Tenure of Loan	10 years
12.	Interest on Working Capital	13.26%
13.	Debt Equity Ratio	70:30
14.	Discount Rate	10.64

Contd....2

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Based on the above parameters and considering the useful life of the Wind power Plant as 25 years, the levelised generic preferential tariff works out to Rs.4.84 per unit without considering the Accelerated Depreciation and Rs.4.25 per unit with Accelerated Depreciation as tabulated below.

Tariff without AD Benefit	Tariff with AD Benefit
4.84	4.25

The above tariff shall be applicable for all the new Wind Power Projects entering into Power Purchase Agreements (PPA's) with AP Discoms on or after 01-04-2016.

Sd/-  
(P. RAMA MOHAN)  
MEMBER

(on leave)  
(Dr. P. RAGHU)  
MEMBER

Sd/-  
(JUSTICE G. BHAVANI PRASAD)  
CHAIRMAN

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

*[Signature]*  
Vice Chairman & Managing Director

*[Signature]*  
CHIEF GENERAL MANAGER  
P & MM & IPC  
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