



S.No. 10658 Date 5/9/95 Rs. 100/-

Sold to Mr. S. Parvathiahtham of Nattam

For whom Weizmann Ltd. Bombay of Bombay

5/9/95
[Signature]
[Stamp]

**REVISED WIND POWER PURCHASE AGREEMENT
BETWEEN
ANDHRA PRADESH STATE ELECTRICITY BOARD AND
M/s. WEIZMANN LIMITED**

This Power Purchase Agreement entered into this 7th day of SEPTEMBER 1995, between Andhra Pradesh State Electricity Board, constituted under the Indian Electricity (Supply) Act, 1948, having its office at Vidyut Soudha, Hyderabad, India, hereinafter referred to as the 'Board' (which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) as first party, and M/s. Weizmann Limited, a company incorporated under Indian Company's Act, 1956, having its registered office at 26, Gobind Mahal, 86 B, Netaji Subhash Road, BOMBAY - 400 002, hereinafter referred to as the 'Company' (which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) as second party;

[Signature]
J. PARTHASARATHY
CHAIRMAN
A.P. STATE ELECTRICITY BOARD
VIDYUT SOUDHA, HYDERABAD - 500 049
INDIA

FOR WEIZMANN LIMITED
[Signature]
Rabir Chakraverty
Authorised Signatory

SCHEDULE 1

Particulars of the Project

(Referred to in the preamble to the agreement)

Sl.No.	Name of Wind Farm	Location of Wind farm	Unit capacity	No. of Units	Total Capacity
(1)	M/s. Weizmann Limited	Ramagiri	500 KW	5 Nos.,	2500 KW
(2)	-do-	-do-	250 KW	2 Nos.,	500 KW
Total					3000 KW

J. Parthasarathy
J. PARTHASARATHY
 CHAIRMAN
 A.P. STATE ELECTRICITY BOARD
 VIDYUT SOUDHA, HYDERABAD
 INDIA.

For WEIZMANN LIMITED
Prabir Chakravarty
 Authorised Signatory

Cancelled and Substituted at page 26 A on 5.8.98

P. Poornachandra Rao
P. POORNACHANDRA RAO
 CHIEF ENGINEER (IPC)
 A P S E B, Vidyut Soudha,
 HYDERABAD-500 040.

For WEIZMANN LTD.
Prabir Chakravarty
 Authorised Signatory



37150

AP 23 IF R.V. W. C.

Smt R. Vijaya Lakshmi

Stamp Vender L.No: 51/90 R.L.No. 25/99

H.No. 7-1-621/287, S.R. Nagar.

HYDERABAD-500 009

27394, 22/7/98, 100/-

S.No. Date No.

Sold to K.V. Gupta

S/o, W/o, D/o K.V.N. Chetty

For Whom M/s Weizmann Ltd.

P/o Heyd
Bombay

For the existing Schedule 1, the following shall be substituted, namely:-

SCHEDULE 1

Particulars of the Project

(Referred to in the Preamble to the Agreement)

Sl. No.	Name of Wind Farm	Location of Wind Farm	Unit Capacity	No. of Units	Total Capacity
(1)	M/s Weizmann Ltd., Phase-I	Tallimadugula, Kanaganapalli Mandal, Anantapur Dist.	500 KW NEDWIND make	5	2500 KW
			250 KW NEDWIND make	2	500 KW
			Total:		3000 KW 3 MW

P. POORNACHANDRA RAO

CHIEF ENGINEER (IPC)

P.S.E.B., Vidyut Soudha,

HYDERABAD-500 049.

For WEIZMANN LTD.

 05.08.98
 Authorised Signatory

SCHEDULE 2

Copy of Letter from NEDCAP to the Company

NON-CONVENTIONAL ENERGY DEVELOPMENT CORPORATION OF A.P. LTD.,
5-8-207/2, Pissah Complex, Nampally, Hyderabad - 500 001 (AP)

PROCEEDINGS

Ref : NEDCAP/WE/1417/10/94/1702

Dt : 13.12.1994

Sub:- Wind Power Project in Private Sector - Allotment orders -
Issued - Reg.

- Ref:-
- 1) Your application for allotment of wind farm dated 20.9.94
 - 2) G.O.Ms.No.64, dt. 29.3.1994 of E & F (RES) Dept.,
Govt. of A.P., Hyderabad
 - 3) Approval accorded by the Board of NEDCAP in its meeting
held on 28.10.94

In the reference 1st cited, M/s. WEIZMANN LTD., Bombay applied for allotment of wind farm of 6 MW capacity at Ramagiri/MPR dam of Ananthapur district and Kakula konda of Chittoor District for generation of electric power on commercial basis.

In the reference 2nd cited, the State Government issued orders permitting NEDCAP to sanction wind power projects of capacity upto 20 MW.

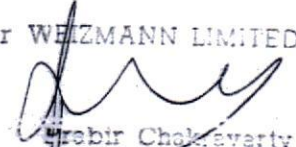
The Board of NEDCAP in its meeting held on 28.10.94 has considered the application and sanction is accorded to M/s. WEIZMANN LTD., Bombay to set up 6 MW (Six Mega Watts only) capacity wind power project at Ramagiri, Ananthapur District.

M/s. WEIZMANN Ltd., is requested to enter into MOU with NEDCAP (Proforma enclosed) within 30 days from the date of issue of this letter, failing which the approval stands cancelled.

Sd/- T.V. Chowdary
Managing Director

To
M/s. WEIZMANN Ltd.,
26, Gobind Mahal,
86 B, Netaji Subhash Road,
Marine Drive,
BOMBAY - 400 002


J. PARTHASARATHY
CHAIRMAN
A.P. STATE ELECTRICITY BOARD
VIDYUT SOUDHA, HYDERABAD - 500 049
INDIA

For WEIZMANN LIMITED

Anubir Chakraverty
Authorised Signatory

Copy submitted to the Principal Secretary to Govt., E & F Department,
Govt. of A.P., Hyderabad

Copy to the Chairman, APSEB, Hyderabad

Copy to the Director (Power), MNES, Govt. of India, New Delhi


Copy to the District Collector, Ananthapur

Copy to the District Manager, NEDCAP, Ananthapur

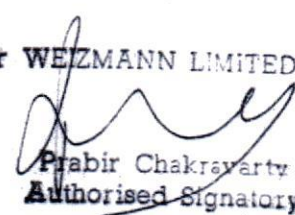
//F.B.O//

Sd/-

Asst. Manager (W.E)


J. PARTHASARATHY
CHAIRMAN
A.P. STATE ELECTRICITY BOARD
VIDYUT SOUDHA, HYDERABAD - 500 049
INDIA

For WEIZMANN LIMITED


Prabir Chakravarty
Authorised Signatory

SCHEDULE 3

Memorandum of Understanding

This Memorandum of Understanding (MOU) is made this 14th day of December, 1994 between the Non-Conventional Energy Development Corporation of A.P. Ltd., (NEDCAP) represented by its Managing Director whose office shall include his successors, legal representatives and assignees etc. and M/s. WEIZMANN LIMITED called Company having registered office at 26, Gobind Mehal, 86 B Netaji Subash Road, Bombay - 2 which expression shall include its successors, legal representatives and assignees.

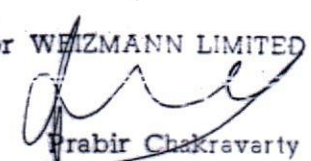
Whereas the Company has made an application dated 20.9.1994 to the Non-Conventional Energy Development Corporation of A.P. Ltd., (NEDCAP) to set up wind mills with capacity of 6 (six) MW for power generation at RAMAGIRI location for captive consumption and / or commercial.

And whereas NEDCAP has accorded permission to the company to set up 6 (Six) MW Wind farm project in private sector in Lt.No.NEDCAP/WE/1417/10/94/1702 dated 13.12.1994.

Now, therefore, it is hereby agreed by and between the parties hereto as under:

1. The Company shall make an application in the prescribed form to NEDCAP for the extend of the land required to set up the wind farm, keeping in view the capacity allocated.
2. On receipt of the application, the NEDCAP shall examine and decide actual requirement of the land for the capacity allocated and inform the company.
3. The NEDCAP is responsible only for allotment of Government lands at one or more places on lease. The Company shall enter into lease agreement with NEDCAP before taking possession of the Government land.
4. In the case of private lands, the company shall make its own arrangements.
5. The Company shall instal wind turbines, so as not to affect the performance of the other wind turbines and maintain safety standards in consultation with NEDCAP.
6. The Company shall enter into an agreement with APSEB for evacuation of power and is sale as per the terms and conditions mutually agreed upon.
7. The Company shall pay consultancy and service charges as mutually agreed upon between the parties, keeping in view the G.O.Ms.No.150 of EFES&T (RES) Department dated 30.5.92 and outlay of the project. The charges so arrived at shall be payable in two


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CHAIRMAN
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Authorised Signatory

instalments as detailed below:-

i) 25% before entering into MOU

ii) Balance 75% as and when services rendered or before entering into land lease agreement whichever ever is earlier.

8. The company shall obtain all clearances necessary for installation of wind farms in accordance with statutory provisions, guidelines issued by Government of India and Government of Andhra Pradesh from time to time.

9. The Company shall complete the financial closing within a period of six months from the date of signing of the MOU or before such extensions as may be accepted and granted by NEDCAP 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.

10. The Company shall execute the project within one year / two years depending upon the capacity of the project from the date of taking possession of land. In the case of failure, the permission given is liable to be cancelled. The company shall provide an irrevocable bank guarantee to the tune of 0.75% of the total project cost towards performance guarantee for the completion of the project as per time - frame mutually agreed before entering into land lease agreement.

11. The Company shall take effective steps to incur atleast 10% of the total project cost within a period of six months / one year depending upon the outlay of the project from the date of taking possession of land. In the case of failure, all permissions including the allotment of land is liable for cancellation and bank guarantee above said will be encashed.

12. NEDCAP reserves the right to withdraw the approval, should there be any default in the execution of the terms of the MOU, after the reasons have been presented and accepted by both the parties, or referred to an arbitrator with mutual consent of both the parties. All disputes are subjected to the jurisdiction of Hyderabad only.

For M/s. WEIZMANN LTD

BOMBAY.

Sd/-

S.PARVATHINATHAN

For Non-Conventional Energy Development

Corporation of Andhra Pradesh Ltd

Sd/-

Managing Director

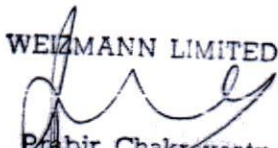


J. PARTHASARATHY

CHAIRMAN


A.P. STATE ELECTRICITY BOARD
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For WEIZMANN LIMITED



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Whereas, the Company has proposed to construct and operate the Wind Electric Power farms as detailed in schedule 1 attached herewith, hereinafter called the Project, strictly in conformity with all Indian Laws, Rules, Regulations, and Orders having the force of law, and the Non-Conventional Energy Development Corporation of Andhra Pradesh Ltd., hereinafter referred to as NEDCAP has consented to the said proposal in their letter NEDCAP/WE/1417/10/94/1702, dated 13.12.1994, copy whereof is attached herewith as schedule 2.

Now, therefore, in consideration of the premises and mutual covenants and conditions set forth herein, it is hereby agreed by and between the parties hereto as follows:


J. PARTHASARATHY
CHAIRMAN
A.P. STATE ELECTRICITY BOARD
VIDYUT SOUDHA, HYDERABAD - 500 049
INDIA

For WEIZMANN LIMITED

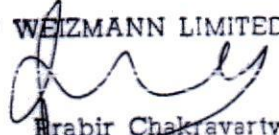

Prabir Chakravarty
Authorised Signatory

ARTICLE 1 DEFINITIONS

1.1 **Definitions:** For the purpose of this agreement, unless the context otherwise requires,

- i) **Billing month:** means a calendar month ending with the metering date.
 - ii) **Construction default:** means any default on the part of the Company in the completion of one or more Wind Farms of the Project before the scheduled date of completion thereof or before such extended date as may be approved by the GOAP/NEDCAP, or in the construction thereof with equipment substantially inadequate to utilise the full Wind potential of the Project.
 - iii) **C.O.D.:** Means the date on which the company successfully completed the acceptance test run of the first unit of the project as per standards prescribed.
 - iv) **Delivered energy:** means the kilo watt hours of electrical energy generated by the Wind farm and actually fed into the Board's grid in a billing month as measured by the energy meters at the interconnection point after deducting therefrom, the energy supplied by the Board to the Wind farm, as similarly measured for the same billing month.
- Explanation:** for the purpose of clarification, delivered energy means all energy generated by the Wind Farm and excludes all energy consumed in the Wind Farm by the auxiliary equipment, lighting or other loads of the Wind Farm out of its generation.
- v) **Due date of payment:** means with respect to any bill, the date on which the amount of such bill becomes due for payment, which date (A), in the

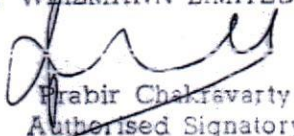

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case of any bill for any Billing Month, shall be 30 days from the Metering date; (B) in the case of any supplemental or other bill, shall be 30 days from the date of its presentation to the designated officer of the Board.


- vi) **Interconnection point:** means the point or points where the Project and the 33 KV ring mains of the Board are connected through 33 KV breaker/breakers.
- vii) **Interconnection facilities:** means all the facilities to be installed by the developer to establish the interconnection point to enable the Board to receive the energy from the Project through 33 KV breaker/breakers in accordance with this agreement and includes the metering system, at the Wind Farm on 33 KV side.
- viii) **Installed Capacity:** means the total rated capacity in kilo watts of all the generators installed in the Wind Farm.
- ix) **Metering date:** means the midday of 24th of a calendar month.
- x) **O&M default:** means any default on the part of the Company to operate and maintain any of the Wind Farms at all or with due diligence during the period of availability of wind for generation, for a continuous period of 90 days.
- xi) **Project:** means one or more Wind Electric Power farms entrusted to the Company for construction and operation as detailed in Memorandum of Understanding entered into with Non-Conventional Energy Development Corporation of Andhra Pradesh Limited hereinafter referred to as NEDCAP as shown in schedule 3 attached herewith and includes the metering system.
- xii) **Project award:** means the consent accorded by the GOAP/NEDCAP to the proposal of the Company to construct and operate the Wind farms of

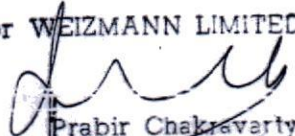

J. BHATNAGAR
CHAIRMAN
A.P. STATE ELECTRICITY BOARD
VIDYUT SOUDHA, HYDERABAD - 500 049
INDIA

For WEIZMANN LIMITED

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Authorised Signatory

the Project contained in the letter at schedule 2.

- xiii) **Scheduled date of commencement:** means the date on which the physical work at the site of any Wind Farm is actually started after completion of the financial tie-up, technical investigations, designs and engineering, ordering of equipment, finalisation of construction contract and obtaining all statutory or other approvals, clearances and licences, necessary for such start up and such date shall be six months from the date of MOU with NEDCAP subject to due extension granted by GOAP/NEDCAP for delays occurring due to circumstances beyond the control of the developer.
- xiv) **Scheduled date of completion:** means date on which any unit of the Project is scheduled to deliver energy to the Board for wheeling after completing all the required tests, and shall be one year for smaller projects where the installed capacity of the project does not exceed 20 MW and two years in other cases, computed from the date of taking possession of the land applicable for the last of units of the Project; subject to due extensions granted by GOAP/NEDCAP for delays occurring due to circumstances beyond control of the developer
- xv) **Tariff Period:** means, each period of one year from the date of commercial operation of the last unit.
- xvi) **Unit:** When used in relation to the generating equipment, means one set of Wind turbine-generator and auxiliary equipment, Wind mills and facilities forming part of the Project - and when used in relation to electrical energy, means one Kilo watt Hour (KWH).
- xvii) **Voltage of delivery :** means the voltage at which the electrical energy generated by the Project is required to be delivered to the Board at the interconnection point, and shall be 33 kilo volts only irrespective of the installed capacity of the Project.


J. PARTHASARATHY
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For WEIZMANN LIMITED

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the Project contained in the letter at schedule 2.

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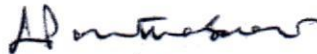

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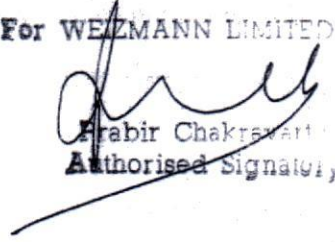
For WEIZMANN LIMITED


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xviii) **Wind farm:** means one or more Wind electric power generators entrusted to the Company for construction and operation and includes all land, buildings, plant, equipment, material, Wind mills, switch gear, transformers, protection equipment and the like necessary to deliver the electrical energy of the Wind farm to the Board at the interconnection point for purchase by the Board.

1.2 All other words and expressions used herein and not defined herein but defined in the Indian Electricity (Supply) Act 1948, shall have the meanings respectively, assigned to them in the said Act.



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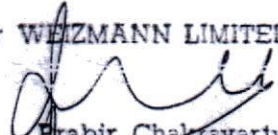
For WEIZMANN LIMITED

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Authorised Signatory

ARTICLE 2

CONSTRUCTION AND OPERATION


- 2.1 The Company shall complete the construction of all the Wind Electric Power Generators of the Project before the *scheduled date of completion*.
- 2.2 For the purpose of such completion, the company shall take all necessary steps including, without limitation.
- (i) procurement of all land by purchase, acquisition, lease or otherwise.
 - (ii) obtaining all approvals, statutory or otherwise, required to execute and operate the project;
 - (iii) Arranging and obtaining the necessary finances, including any rebates, concessions or subsidies, in due time for the timely completion of the *project* and to efficiently operate the project.
 - (iv) Procuring the necessary equipment from reputed manufacturers, arranging the erection, testing, commissioning thereof, including all works, auxiliaries, or other facilities in connection therewith and obtaining necessary technical approval for running the project.
 - (v) arranging competent technical personnel for operation and maintenance of all the Wind Farms of the project.
 - (vi) causing minimum interruptions to grid supply by providing necessary protection and switch-gear equipment duly co-ordinating with the Board's equipment.
- 2.3 If the company does not commence the construction of any of the Wind Electric Generators of the project before the *schedule date of commencement* the

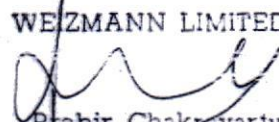

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conditions stipulated in clause 11 of MOU between the NEDCAP and Company shall apply; unless the said date of commencement is extended by NEDCAP/GOAP.

- 2.4 The Board or GOAP or NEDCAP shall not, in any way, be liable for any damages for any loss, whatsoever, arising from such action to rescind the *project award* under clause 2.3 above, notwithstanding anything contained anywhere else in this agreement or any other agreement between the parties or the MOU.
- 2.5 The GOAP/NEDCAP reserves the right to make a fresh *project award* of the project or such portion thereof as was rescinded under clause 2.3 above, to any other entrepreneur or undertake the construction and operation thereof by itself or by the Board.
- 2.6.1 Subject to Force Majeure, if the company commits a *construction default*, before the *schedule date of completion* thereof NEDCAP shall take necessary action deemed fit as indicated in clause 12 of MOU or any *O&M default*, thereafter, Board may, after giving a notice of 90 days, refer the matter to arbitrators as envisaged in the arbitration clause under Article 9 and should there be an award concluding that there was such a default warranting such take-over of the project by the Board, the Board may take over all the assets of the power house of the project, and the quantum of compensation to be paid to the company shall be as determined in the said award, on the basis of the principles indicated in Article 2.6.2.
- 2.6.2 The compensation payable by the Board under Article 2.6.1 shall be computed as the net book value of the assets of the project, worked out as the original historical


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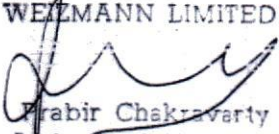
cost reduced by accumulated depreciation upto the date of such determination, such depreciation being based on the rates of depreciation prescribed in the Indian Company's Act, 1956.

2.6.3 On payment by the Board, to the Company, of the said compensation, the right, title and interest in the project and all the assets including land, buildings, plant, machinery, equipment, etc., shall vest in the Board free from all encumbrances whatsoever.

2.7 **The company shall be responsible:**

- i) for the proper maintenance of the Wind farms of the project in accordance with established prudent utility practices.
- ii) for the operation, maintenance, overhaul of the plant, equipment, works, switch yard and transmission lines and equipment upto the interconnection point, of all the Wind Farms of the project in close co-ordination with the Board.
- iii) for making all payments on account of any taxes, cesses, duties, or levies imposed by any Government or competent statutory authority on the land, equipment, material or works of the project or on the energy generated or consumed by the project or the company or on the income or assets of the Company.
- iv) for obtaining necessary licences for operation of the project and sale or transfer of energy there from under the provision of the relevant laws, prior to the schedule date of completion of the first unit of each Wind Farm.
- (v) for interfacing the Wind Farm with the A.P.S.E. Board Grid at 33 KV. The entire cost of interfacing of the Wind Electric Generators with the Board's Grid including the cost of facilities at the proposed 220/33 KV substation



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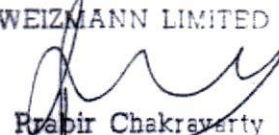
For WEIZMANN LIMITED

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at Ramagiri and related works, Transformers, protection, metering equipment, and also 33 KV Ring mains from the substation to the wind farms would have to be borne by the developers on pro-rata basis of the capacity allocated in KWs for which the Company shall deposit with the Board non-refundable charges in full computed at Rs 1500 (Rupees fifteen hundred only) per kilo watt of the installed capacity of the project, as against the capacity sanctioned. The developmental charges may be permitted to be paid in instalments as mutually agreed.

2.8 The Board agrees :

- i) to make all reasonable efforts for making arrangements for evacuation of power at the proposed 220/33 KV Sub-station at Ramagiri for each of the Wind power farms to be completed prior to the schedule date of completion of the said Wind Farm.
- ii) that there is no objection to the Company applying to the Government of Andhra Pradesh for permission to use the energy for its captive use out of the energy proposed for sale to Board, and for third party sale, subject to the provisions made in Article 3 of the Power Wheeling Agreement. The third party sale will be permitted with the rates as fixed by the Government of Andhra Pradesh, subject to having only 5 scheduled consumers per MW capacity.


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ARTICLE - 3 TARIFF

3.1) Subject to the provisions of this said agreement, the Company shall supply and Board shall purchase, the entire delivered energy generated by the project at the tariff indicated in Article 3.2 from and after the date of commercial operation of the first unit of the project.

3.2) The Company shall be paid the tariff for the energy delivered at the interconnection point at Rs.2.25 ps per unit for a period upto the end of one year from the date of commercial operation of the last of the Wind mills of the project. The price is firm to be paid in rupees only, but is subject to annual escalation from the second and subsequent years after the date of commercial operation of the last of the Wind mills of the project, in accordance with the following formula.


$$T_r = T_0 \left[1 + \frac{(11 \div 10)^y}{100} \right]$$

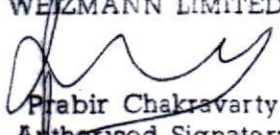
Where $T_0 = \text{Rs.2.25}$

$T_r = \text{Tariff for the } (r+1)^{\text{th}} \text{ year}$

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

3.4) The tariff indicated in Article 3.2 shall be in force for a period of five years from the date of commercial operation of the last wind mills of the project and is to be decided at a mutually agreed rate for the rest of the duration of the Agreement after fifth year.


J. PARTHASARATHY
CHAIRMAN
A.P. STATE ELECTRICITY BOARD
VIDYUT SOUDHA, HYDERABAD - 500 049
INDIA

For WEIZMANN LIMITED

Prabir Chakravarty
Authorised Signatory

ARTICLE 4

BILLING AND PAYMENT

4.1 Commencing from the first metering date following Commercial operation of the first unit, the Company shall furnish a bill to the Board in such form as may be mutually agreed between the Board and the Company for the billing month on or before the 5th Working day following the metering date. Each bill will be payable by the Board by the due date of payment.


4.2 **Billing disputes :** Notwithstanding any dispute as to all or any portion of any bill submitted by the Company to the Board, the Board shall pay the full amount of the bill provided that the amount of the bill is based on

(a) either meter reading that has been either been signed by both parties or certified by the Company with respect to the Board's refusal to sign within three days of meter reading date


(b) **The basic tariff**

The Board shall notify the Company of any disputed amount and the Company shall rectify the defect or otherwise notify its rejection of the disputed amount, with reasons, within five days of the reference by the Board, failing agreement on which the provisions of Article 9 shall apply with respect thereto. If the resolution of any dispute requires the Company to reimburse the Board, the amount to be reimbursed shall bear interest of 14% per annum from the date of payment by the Board to the date of reimbursement.

4.3 **Direct Payment:** Notwithstanding the fact that a Letter of Credit has been opened, the Board has a right to make direct payment of any bill by cheque or by specific authorisation to draw on the Letter of Credit or otherwise till one day before the



J. PARTHASARATHY
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A.P. STATE ELECTRICITY BOARD
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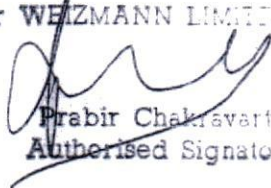
For WEIZMANN LIMITED


Prabir Chakravarty
Authorised Signatory

Due Date of Payment and when such direct payment is made for the full amount of the bill, the Company shall not present the same bill to the Scheduled Bank against the Letter of Credit.

- 4.4.1 **Letter of Credit:** On or before the date which shall be 15 days prior to the Scheduled Date of Completion of the first Unit, and at all times thereafter, the Board shall cause to be in effect 15 days prior to the due date of payment, a Letter of Credit issued in favour of the Company by a Scheduled Bank. The Letter of Credit shall be for an amount equal to the anticipated amount of the bill for the billing month, based on the energy programme reasonably assessed by the Company in advance for the billing month, and communicated to the Board.
- 4.4.2 The Company may draw upon the Letter of Credit for paying itself the monthly or supplemental bills, subject to Article 4.3.
- 4.4.3 For payment of tariff bills (excluding supplementary bills) either through LC or Direct payment on the due date of payment, a rebate of 1% shall be allowed. Any payment made beyond the due date of payment shall carry interest at a rate of 14 % per annum.



J. PARTHASARATHY
CHAIRMAN
A.P. STATE ELECTRICITY BOARD
VIDYUT SOUDHA, HYDERABAD - 500 001
INDIA.

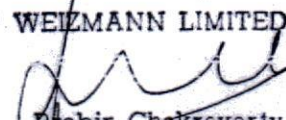
For WEIZMANN LIMITED

Prabir Chakravarty
Authorised Signatory

ARTICLE - 5

METERING AND PROTECTION


- 5.1 Main Energy Meters of 0.5 class accuracy shall be installed at the highest H.T transformation of each Wind Farm by the company and check meters at the same point and of the same accuracy shall be installed by the Board. Each of these will be a pair of a Export and Import Meters.
- 5.2 All the meters shall be jointly inspected and sealed on behalf of both parties and shall not be interfered with except in the presence of the representatives of both parties.
- 5.3 All meters shall be checked for accuracy quarterly by both parties and shall be treated as working satisfactorily so long as the errors are within the limits prescribed for meters of the class.
- Meter readings of the main meters will form the basis of determining the *delivered energy*, so long as the quarterly checks thereof are within the prescribed limit. If the check meter/meters are found to be defective during the quarterly checks they will be immediately calibrated.
- 5.4 Where the quarterly check indicates errors in the main meter/meters beyond limit but no such error is noticed in the check meters, *delivered energy* for the month will be determined on the basis of check meter/meters and the main meters will be calibrated immediately.
- 5.5 If during the quarterly test checks, both the main meters and the corresponding check meters are found to be beyond permissible limits of error, both the meters shall be immediately calibrated and the correction applied to the consumption registered by the main meter to arrive at the correct *delivered energy* for billing purposes for the

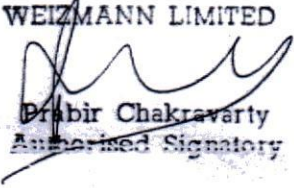

J. PARTHASARATHY
CHAIRMAN
AP. STATE ELECTRICITY BOARD
VIDYUT SOUDHA, HYDERABAD - 500 049
INDIA

For WEIZMANN LIMITED

Prabir Chakravarty
Authorised Signatory

period of the month upto the time of such test check, computation of *delivered energy* for the period thereafter till the next monthly meter reading shall be as per the calibrated main meter.

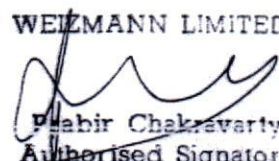
- 5.6 All the main and check meters shall be calibrated once in every six months jointly by both parties i.e., January and July irrespective of the calibrations that might have been done where necessary, during the quarterly checks. It shall be the endeavour of both the parties that recalibration is done as often as possible and the errors are adjusted as close to Zero as possible.
- 5.7 If the errors found at the time of half yearly calibration are beyond permissible limits, the same procedures applicable to the quarterly test checks shall be followed.
- 5.8 Corrections in delivered energy billing, whenever necessary, shall be applicable to the period between the previous monthly meter reading and the date and time of the test calibration in the current month when the error is observed and this correction shall be for the full value of the absolute error. For the purpose of the correction to be applied, the meter shall be tested at 100, 50, 20 and 10 percent load at unity power factor and 0.5 power factor. Of these eight values, the error at the load and power factor nearest the average monthly load served at the point during the period shall be taken as the error to be applied for correction.
- 5.9 If both the main and check meters fail to record or if any of the PT fuses are blown out, then the energy will be computed on a mutually agreeable basis for that period of defect.


J. PARTHASARATHY
CHAIRMAN
A.P. STATE ELECTRICITY BOARD
VIDYUT SOUDHA, HYDERABAD - 500 049
INDIA.

For WEIZMANN LIMITED

Prabir Chakravarty
Authorized Signatory

- 5.10 For the purpose of test and calibration, the RSS meter shall be calibrated and sealed by the Chief Electrical Inspector to the Government of Andhra Pradesh (GOAP). This rotating sub-standard meter (RSS) shall be got calibrated once in every six months at the Chief Electrical Inspector's Laboratory of Andhra Pradesh.
- 5.11 All the tests on the main and check meters shall be conducted by the authorised MRT staff of both parties jointly with the staff and the results and correction so arrived at mutually will be applicable and binding on both the parties.
- 5.12 Monthly meter reading shall be taken by the authorised representatives of both the parties.
- 5.13 Starting current of the generator shall not exceed the full load current of the machine. Necessary current limiting devices shall be provided.
- 5.14 Auto-switched capacitor banks shall be used to maintain PF always above 0.85 leading.
- 5.15. Voltage regulation shall be such as to enable continued paralleling and synchronisation with the grid voltage at the point of interconnection.
- 5.16 Automatic switching off of the machines shall be provided in case Board supply fails.
- 5.17 Any change in rupturing capacity of switch-gear, settings of the relays etc., shall be subject to approval of the Board.



J. PARTHASARATHY
CHAIRMAN
A.P. STATE ELECTRICITY BOARD
VIDYUT BODHNA, HYDERABAD - 500 049
INDIA

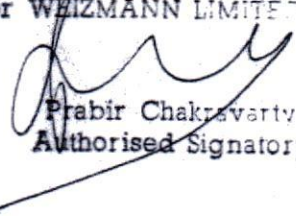
For WEIZMANN LIMITED

Prabir Chakravarty
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5.18 Board is not responsible for damage to generator during parallel operation with grid.

5.19 Fluctuations and disturbances to the grid due to paralleling shall be avoided.

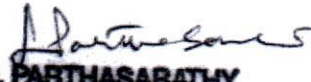
5.20 As the generators are bound to carry fault currents that may occur on the Board grid; adequate protection shall be provided to the generators and switch gear.

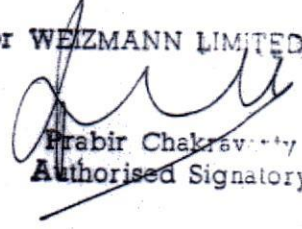

J. PARTHASARATHY
CHAIRMAN
A.P. STATE ELECTRICITY BOARD
VIDYUT SOUDHA, HYDERABAD - 500 013
INDIA

For WEIZMANN LIMITED

Prabir Chakraverty
Authorised Signatory

ARTICLE 6
DURATION OF AGREEMENT

- 6.1 This agreement shall become effective upon the execution and delivery thereof between the parties hereto and shall be in force for a period of twenty years from the scheduled date of completion and may be renewed for such further period and on such terms and conditions as may be mutually agreed upon between the parties, 90 days prior to the expiry of the said period of twenty years.


J. PARTHASARATHY
CHAIRMAN
A.P. STATE ELECTRICITY BOARD
VIDYUT SOUDHA, HYDERABAD - 500 049
INDIA

For WEIZMANN LIMITED

Prabir Chakraverty
Authorised Signatory

ARTICLE - 7


FORCE MAJEURE

7.1 Both the parties shall ensure compliance with the terms of this Agreement. However subject to the other provisions of the agreement, no party shall be liable for any claim for any loss, damage or compensation whatsoever arising out of failure to carry out the terms of this agreement on account of events such as rebellion, civil mutiny, commotion, riot, strike, lockout, fire, explosion, flood, cyclone, lightning, earthquake or other forces, accident or any cause beyond the control of the party or act of God or due to any restraints, or regulation of any State or Central Government or statutory authority. But any party claiming the benefit of this clause shall formally notify in writing and satisfy the other party of the existence of such an event and shall make its best endeavour to resume performing its normal obligations, as soon as possible after the cessation of such force majeure event.

7.2 Notification obligations:


- a) The party claiming Force Majeure shall give notice to the other party of any event of Force Majeure as soon as reasonably practicable, but not later than five (5) days after the date on which such party knew or should reasonably have known of the commencement of the event of Force majeure. Notwithstanding the above, if the event of Force Majeure results in a break down of communications rendering it not reasonably practicable to give notice within the applicable time limit specified herein, then the party claiming Force Majeure shall give such notice as soon as reasonably practicable after the reinstatement of communications, but not later than seven (7) days after such reinstatement.
- b) The party claiming Force Majeure shall give notice to the other party of (i) the cessation of the relevant event of Force Majeure and (ii) the cessation

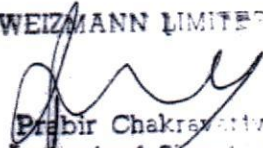

J. PARTHASARATHY
CHAIRMAN
A.P. STATE ELECTRICITY BOARD
VIDYUT SOUDHA, HYDERABAD - 500 049
INDIA

For WEIZMANN LIMITED

Prabir Chakravarty
Authorised Signatory

of the effect of such party of its rights or the performance by it of its obligations under this Agreement as soon as practicable after become aware of each of (i) and (ii) above.

- 7.3 **Duty to Mitigate:** The parties shall use their reasonable efforts to mitigate the effects of any event of Force Majeure and to co-operate to develop and implement a plan of remedial and reasonable alternative measures to remove the event of Force Majeure; provided, however, that no party shall be required under this provision, to settle any strike or other labour dispute on terms it considers to be unfavourable to it.


J. PARTHASARATHY
CHAIRMAN
A.P. STATE ELECTRICITY BOARD
VIDYUT SOUDHA, HYDERABAD - 500 019
INDIA

For WEIZMANN LIMITED

Prabir Chakraverty
Authorised Signatory

ARTICLE - 8

NOTICES

- 8.1 Except as otherwise expressly provided in this agreement, all notices or other communications which are required to be permitted hereunder shall be in writing and sufficient if delivered personally or sent by registered or certified mail, telecopies, telex or telegram addressed as follows:

If to the Company:

Attention : Mr. CHETAN D. MEHRA

Telex No : 011 - 82496 CRAJIN

Telecopies No : 022 - 2063272

Telephone : 2037333, 2037394


If to the Board


Attention : Chairman, APSEB

Telex No : 0425 - 6318

Telecopies No : 040 - 393317

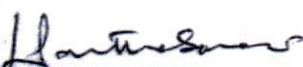
Telephone : 040 - 391174

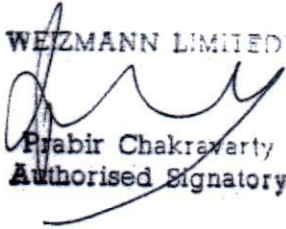

J. PARTHASARATHY
CHAIRMAN
A.P. STATE ELECTRICITY BOARD
VIDYUT SOUDHA, HYDERABAD
INDIA

For WEIZMANN LIMITED

Prabir Chakravarty
Authorised Signatory

All notices or communications given by telecopies, telex or telegram shall be confirmed by depositing a copy of the same in the post office in an envelope properly addressed to the appropriate party for delivery by registered or certified mail. All notices shall be deemed delivered upon receipt.


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

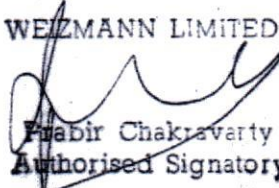

J. PARTHASARATHY
CHAIRMAN
A.P. STATE ELECTRICITY BOARD
VIDYUT SOUDHA, HYDERABAD - 500 049
INDIA

For WEIZMANN LIMITED

Prabir Chakravarty
Authorised Signatory

ARTICLE 9
ARBITRATION


9. In case of any disagreement, dispute, controversy, or claim arising out of or relating to this agreement or interpretation hereof, or any arrangements relating hereto, or contemplated herein, either party shall give to the other written notice, setting out such disputes or differences, and within 15 days of receipt of such notice by the relevant parties, best endeavour shall be made to resolve the disputes, and if the parties fail to resolve the disputes, within 60 days such differences or disputes shall be submitted to arbitration for resolving the disputes as per the provisions of the India Arbitration Act, 1940.



J. PARTHASARATHY
CHAIRMAN
A.P. STATE ELECTRICITY BOARD
VIDYUT SOUDHA, HYDERABAD - 500 040
INDIA

For WEIZMANN LIMITED

Prabir Chakravarty
Authorised Signatory

ARTICLE 10
SPECIAL PROVISIONS

- 10.1 Any variation waiver or modification of any of the terms of this Agreement shall be valid only if communicated in writing and signed by or on behalf of the parties hereto.
- 10.2 The invalidity or unenforceability for any reason of any part of this agreement shall not prejudice or affect the validity or enforceability of the remainder.
- 10.3 The parties, to this Agreement shall not assign or part with rights and obligations under this Agreement to any third party without the prior approval in writing of both the parties and such approval shall not be unreasonably delayed or withheld, without any valid reasons.
- 10.4 The failure of any party to insist in one or more instances upon the strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as waiver of any such provisions or relinquishment of any such rights but the same shall continue in full force and effect.


J. PARTHASARATHY
CHAIRMAN
A.P. STATE ELECTRICITY BOARD
VIDYUT SOUDHA, HYDERABAD - 500 049
INDIA

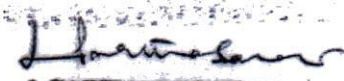
For WEIZMANN LIMITED

Prabir Chakraverty
Authorised Signatory

10.5 Unless the context otherwise requires, every arrangement, procedure or any other matter which is, under any of the provisions of this agreement, required to be mutually agreed upon between the parties, shall be concluded by a written agreement between the parties not later than the date specified in the concerned clause of this agreement and where no such date has been specified, not later than the date of financial closing.

FOR AND ON BEHALF OF
ANDHRA PRADESH STATE ELECTRICITY BOARD

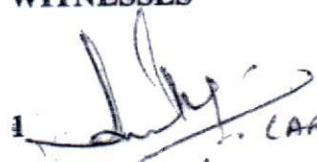

WITNESSES

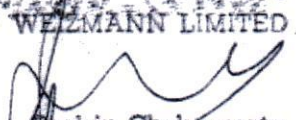
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J. PARTHASARATHY
CHAIRMAN
AP. STATE ELECTRICITY BOARD
VIDYUT SOUDA, HYDERABAD - 500 049
INDIA

FOR AND ON BEHALF OF
M/s. WEIZMANN LIMITED

WITNESSES

1  (ARVIND MITTAL)
7.9.95
2  (S. SHIVA PRASAD)
7-9-95

For WEIZMANN LIMITED

Prabir Chakraverty
Authorised Signatory




11903-416/97-90657 AP 23 IC
D. Anil Kumar
- Landliwanga Rd #21
Weizmann Ltd Mumbai

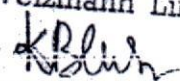
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**WIND POWER WHEELING AGREEMENT
BETWEEN
ANDHRA PRADESH STATE ELECTRICITY BOARD AND
M/s WEIZMANN LIMITED**

This Power Wheeling Agreement entered into this ^{No.} 6th day of September 1997, between Andhra Pradesh State Electricity Board, constituted under the Indian Electricity (Supply) Act, 1948, having its office at Vidyut Soudha, Hyderabad, India, hereinafter referred to as the 'Board' (which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) as first party, and M/s Weizmann Limited, a company incorporated under Indian Company's Act, 1956, having its registered office at Empire House, 214, Dr. D.N. Road, Ent. A.K. Nayak Marg, Fort, Mumbai - 400 001, hereinafter referred to as the 'Company' (which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) as second party;


P. POORNACHANDRA RAO
CHIEF ENGINEER (IPC)
A P S E B, Vidyut Soudha,
HYDERABAD-500 049.

For Weizmann Limited

Authorised Signatory

Whereas, the Company has proposed to construct and operate the Wind Electric Power farms under phase I as detailed in Schedule I attached herewith, hereinafter called the Project, strictly in conformity with all Indian Laws, Rules, Regulations, and Orders having the force of law, and the Non-conventional Energy Development Corporation of Andhra Pradesh Limited, Hyderabad hereinafter referred to as NEDCAP has consented to the said proposal in their letter dated 13th December 1994, copy whereof is attached herewith as Schedule 2.

Now, therefore, in consideration of the premises and mutual covenants and conditions set forth herein, it is hereby agreed by and between the parties hereto as follows:

P. Poornachandra Rao
P. POORNACHANDRA RAO
CHIEF ENGINEER (IPC)
A.P.S.E.B., Vidyut Soudha,
HYDERABAD-500 049.

For Weizmann Limited

K. B. S.
Authorised Signatory

ARTICLE 1

DEFINITIONS

1.1 **Definitions:** For the purpose of this agreement, unless the context otherwise requires,

- i) **Billing month:** means a calendar month ending with the metering date.
- ii) **Banking:** means keeping in reserve, the delivered energy supplied to the Board, in any Billing Month(s), in excess of the energy required to be wheeled by the Board to the Scheduled Consumers in that month, with the purpose of wheeling such excess energy in any succeeding month(s) to the Scheduled Consumers, subject to the condition specified in Article 2 of this Agreement. Such excess energy is, hereafter called 'Banked energy'.
- iii) **C.O.D:** Means the date on which the company successfully completed the acceptance test run of the first unit of the project as per the standards prescribed.
- iv) **Delivered Capacity:** means, in relation to a Wind farm, at Interconnection Point in MW, is $A/(B \times 1000)$, where
 - A - is the Delivered Energy at the Interconnection Point during a billing month
 - and B - Number of hours in the billing month
- v) **Delivered Energy:** means the kilo watt hours of electrical energy generated by the Wind farm and actually fed into the Board's grid in a billing month as measured by the energy meters at the interconnection point after deducting therefrom, the energy supplied by the Board to the Wind farm, as similarly measured for the same billing month.

Explanation 1: for the purpose of clarification, delivered energy means all energy generated by the Wind Farm and excludes all energy consumed in the Wind Farm by the auxiliary equipment, lighting or other loads of the Wind Farm out of its generation.

P. Poornachandra Rao
P. POORNACHANDRA RAO
CHIEF ENGINEER (IPC)
A.P.S.E.B., Vidyut Soudha,
HYDERABAD-500 049.


3

For Weizmann Limited

K. Blum
Authorised Signatory

Explanation 2: Delivered energy and previous Banked energy and presently requested to be wheeled in the present billing month, shall be wheeled subject to the other provisions of this Agreement.

- vi) **Interconnection point:** means the point or points where the Project and the Grid System of the Board are connected. The voltage of interfacing at the interconnection point shall be decided by Board.
- vii) **Interconnection facilities:** means all the facilities to be installed by the developer to establish the interconnection point to enable the Board to receive the energy from the Project for wheeling in accordance with this agreement and includes the metering system.
- viii) **Installed Capacity:** means the total rated capacity in kilo watts of all the generators installed in the Wind Farm.
- ix) **Metering date:** means the midday of 24th of a calendar month.
- x) **O&M default:** means any default on the part of the Company to operate and maintain any of the Wind Farms at all or with due diligence during the period of availability of wind for generation, for a continuous period of 90 days.
- xi) **Project:** means one or more Wind Electric Power farms entrusted to the Company for construction and operation as detailed in the Agreement entered into with Non- conventional Energy Development Corporation of Andhra Pradesh Limited hereinafter referred to as NEDCAP as shown in schedule 3 attached herewith and includes the metering system.
- xii) **Project award:** means the consent accorded by the GOAP/NEDCAP to the proposal of the Company to construct and operate the Wind farms of the Project contained in the letter at Schedule 2 and Schedule 3.
- xiii) **Power factor Surcharge :** means the additional charges leviable on any of the scheduled consumers in accordance with the conditions of applicable


P. POORNACHANDRA RAO,
CHIEF ENGINEER (IPC)
A P S E B, Vidyalaya Soudha,
HYDERABAD-500 049.

For Weismann Limited


Authorised Signatory

tariff of the Board, where the average power factor of the said consumers during the billing month falls short of 0.85.

- xiv) **Surcharge on reactive power drawn by Wind Farms:** means the charges leviable on the reactive power drawn by Wind Electric Power Farms at the rate of 10 paise (Ten paise only) per unit of reactive energy drawn from Board's grid.

Explanation 1: Induction generators used in Wind Electric Power Farms draw reactive power from Board's grid during generator mode and motor mode.


Explanation 2: Surcharge on reactive power drawn by Wind Farms will be included in Current Consumption bills served on Scheduled Consumers using delivered energy for captive consumption in addition to low power factor surcharge, if any, leviable.

Explanation 3: Surcharge on reactive power drawn by Wind Farms will be levied on the developer instead on Scheduled Consumers in case of third party sale.

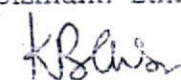
- xv) **Scheduled Consumers:** means one or more High Tension consumers of the Board as detailed in the list at schedule.4 attached to this agreement, to whom the electrical energy from the Project is desired by the Company to be wheeled by the Board, with the prior approval of the Board.

Explanation 1: If such Scheduled Consumer is substantially owned and controlled by the same group as the Company, the wheeling is deemed to be for captive consumption and is referred to as captive consumer.

Explanation 2: If such Scheduled Consumer is not substantially owned and controlled by the same group as the Company, the wheeling is considered for third party sales, subject to the condition as per Article 4.2(iv).


P. POORNACHANDRA RAO
CHIEF ENGINEER (PCC)
A P S E B, Vidyut Soudha,
HYDERABAD-500 049.

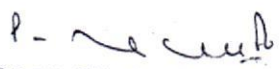
For Weizmann Limited


Authorised Signatory

Explanation 3: If the developer wants any change in the list of Scheduled Consumers, during the term of agreement, he shall submit such a list to Board and get approval. Board accords such approval taking into system exigencies. Board reserves the right to reject the revised list of Scheduled Consumers and decision of Board in this regard is final.

Explanation 4: Every such consumer shall be industrial unit located in the state of Andhra Pradesh receiving power from the Board at 11 KV or above, and number of consumers is limited to five per MW.

- xvi) **Scheduled date of completion:** means date on which any unit of the Project is scheduled to deliver energy to the Board for wheeling after completing all the required tests, and shall be one year computed from the date of entering Agreement with NEDCAP; subject to due extensions granted by GOAP/NEDCAP for delays occurring due to circumstances beyond control of the developer.
- xvii) **Unit:** When used in relation to the generating equipment, means one set of Wind turbine-generator and auxiliary equipment and facilities forming part of the Project - and when used in relation to electrical energy, means one Kilo watt Hour (KWH).
- xviii) **Voltage of delivery:** means the voltage at which the electrical energy generated by the Project is required to be delivered to the Board at the interconnection point, and shall be 33 kilo volts only irrespective of the installed capacity of the project.
- xix) **Voltage of supply:** means the voltage or voltages at which the Board actually delivers the energy to the scheduled consumers, and shall be not less than 11 KV.
- xx) **Voltage surcharge:** means the additional tariff rates chargeable to the scheduled consumers by the Board, in accordance with the conditions of


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HYDERABAD-500 049.


For Weizmann Limited

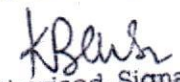

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tariff of the Board for supply of power to its own consumers of the same category, for availing such power at voltages less than those prescribed in the said tariff for such consumers.

- xxi) **Wheeling:** means the transportation of the electrical energy of the Project from the interconnection point to the scheduled consumers, on the transmission system of the Board.
- xxii) **Wheeling charges:** means the consideration to the Board for wheeling the delivered energy at the point of interconnection and shall be expressed in kind as a percentage of the delivered energy.
- xxiii) **Wind farm:** means one or more Wind electric power generators entrusted to the Company for construction and operation and includes all land, buildings, plant, equipment, material, Wind mills, switch gear, transformers, protection equipment and the like necessary to deliver the electrical energy of the Wind farm to the Board at the interconnection point for wheeling.

1.2 All other words and expressions, used herein and not defined herein but defined in the Indian Electricity(Supply) Act 1948, shall have the meanings respectively assigned to them in the said Act.



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ARTICLE 2
WHEELING AND BANKING

- 2.1 No part of the power generated by the project shall be sold or transferred to any person other than the scheduled consumers of the Board as detailed in the list at Schedule 4.
- 2.2 The Company shall arrange to deliver the power the Voltage of delivery after suitably stepping up or stepping down by an appropriate transformation at the end of which shall be installed the metering system.
- 2.3 The voltage at which power is delivered shall be synchronised with the grid voltage of the Board.
- 2.4 The company shall ensure that the power factor of the power delivered to the Board is maintained at 0.85 or higher.
- 2.5 The equipment shall be designed for fluctuations in the frequency within limits of -5% and +3% of the standard frequency of 50 cycles per second.
- 2.6 Subject to the provisions of this agreement the Board shall undertake the wheeling of the delivered energy to the scheduled consumers subject to transparent emergencies of the grid system and the ability of the specified consumers to receive the wheeled energy.
- 2.7 The Board shall levy wheeling charges for wheeling the delivered energy, in kind, amounting to a concessional rate of 2 (Two) percent of the delivered energy, to Scheduled Consumers for the initial five years after COD. The percentage of wheeling charges to be collected after five years will be reviewed and finalised before December, 2000 AD.

Explanation: For the purpose of clarification, the sum total of the energy delivered to the scheduled consumer on behalf of the company, shall be 98(ninety eight)



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percent of the sum total of delivered energy of all the Wind Farms of the project, for the initial five years from COD.


- 2.8 The Company shall indicate the portion of the delivered Energy it has decided to allocate to each of the scheduled consumers one month in advance and may change the allocation at any time with a clear one month's notice. The energy that will be actually delivered to each of the scheduled consumers shall be 98 (Ninety Eight) percent of the portion of delivered energy allocated for initial period of five years of commercial operation.
- 2.9 The delivered capacity shall be deemed to be allocated to the scheduled consumers in proportion to the allocation of the delivered energy to each such scheduled consumer during the month. The delivered capacity will be taken into account only in a month in which it is not less than 10% of the installed capacity. The delivered capacity as defined in Article 1.1(iv) may be deducted from Maximum Demand recorded on Board meters.
- 2.10 Metering of the energy and maximum demand at the premises of any scheduled consumer shall be done exclusively by the Board's staff in accordance with the Board's regulations, tariff and terms and condition of supply, the date of such meter reading, however, coinciding with the meter reading date. The company may depute its own staff at the time of such meter reading.
- 2.11 The maximum demand and energy consumed by any of the scheduled consumers, from the Board shall be determined by reducing, from the maximum demand and energy recorded on the Board's meters at the premises of the said scheduled consumer, the allocable delivered capacity, under Article 2.9, and 98 (ninety eight) percent of delivered energy allocated to the said, scheduled consumer, in any billing month.


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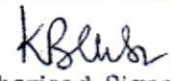
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- 2.12 Subject to clause 3.10 below, in relation to the power supplied from the Board to the scheduled consumers as determined under clause 2.10 above, the said scheduled consumers shall be subject to all other terms and conditions of supply of power by the Board including restrictions and controls.
- 2.13 Notwithstanding anything contained in this agreement, in the event of any scheduled consumer receiving, for any particular period, power at voltages other than those prescribed by the Board, or fails to maintain a power factor of 0.85 or above, such scheduled consumer shall be liable to voltage surcharge and/or power factor surcharge, as specified in the then applicable tariff of the Board on the full demand and energy supplied to the said scheduled consumer, including the portion of delivered capacity and the delivered energy. The Wind Farm is also subjected to levy of surcharge on reactive power drawn by it from Board's grid.
- 2.14 Where, in any billing month, the energy generated by the Project and actually fed into the Board's grid at the interconnection point, is less than the energy supplied by the Board to the Project, the difference being the excess energy supplied by the Board, shall be billed by, and the Company shall pay to the Board, at the Board's Tariff applicable to High Tension Category I consumers of the Board. For this purpose the maximum demand (MD) shall be computed by dividing the said excess energy by 720, and the delivered energy for the month will be treated as nil. However levy on reactive power drawn shall exist.
- 2.15 Where, in any billing month, any of the scheduled consumers, does not consume the whole or any part of the delivered energy reduced by wheeling charges allocated to him by the Company, for any reason, whatsoever, such energy not so consumed, can be banked by the Company which shall be wheeled to scheduled consumers in any subsequent month on the same terms and conditions as are applicable to regular Wheeling of Energy under this Agreement. The energy not so consumed in any billing month (but so banked) shall be ignored in computing the delivered energy


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and the delivered capacity in that billing month and added up to the delivered energy and delivered capacity in the billing month in which it is wheeled from out of the banked energy.

2.16 Any of the scheduled consumers may apply to the Board for increase or decrease in their contracted maximum demand (CMD) with the Board and the Board may agree to reduce the said CMD permanently or increase the said CMD in accordance with the rules of the Board.

2.16.1 Board does not undertake to disconnect the supply of power to any of the scheduled consumers for any failure on the part of such scheduled consumer towards the company.


2.16.2 Board shall not be required to supply any portion of the delivered energy or the delivered capacity to any of the scheduled consumers whose supply of power has been disconnected by the Board for any breach by the said scheduled consumer of the terms and conditions of supply of the Board to him as a consumer of the Board., including non-payment of any dues to the Board by such consumer.

2.17 Where the meter erected in the premises of any scheduled consumer has become stuck up, burnt or otherwise found defective, in any billing month, the maximum demand and energy consumed including the portion of delivered capacity or delivered energy allocated to him during the said billing month shall be as assessed by the Board or its authorised officers under the terms and conditions of supply of the Board.

2.18 **Banking**

2.18.1 The Board shall accept any request of the Company for banking of the whole or any part of the delivered energy in a billing month

a) on the basis of a specific written request of the Company delivered to the Board, atleast one week prior to the commencement of the billing month, and


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b) of the delivered energy that could not be wheeled by the Board on account of any default of the Board, and so other like unutilised energy in the billing month.

2.18.2 The delivered energy related to such banking shall be subject to a banking charge of two (2) percent thereof and only 98 percent of such energy shall be available for future wheeling, which shall be the net banked energy. The Banking charges of two (2) percent of the delivered energy, relating to such banking, will be permitted for 10 years.

2.18.3 Banking of energy shall be allowed of any energy delivered (delivered energy) during the 12 months of any year, for captive consumption or for the sale to third party.


2.18.4 The net banking energy of one or more billing months shall be added to the delivered energy of any billing month or months, at the discretion of the Company, subject to a written notice in writing delivered to the Board, atleast one week prior to the start of the billing month, and wheeled to the Scheduled Consumers in the same manner and subject to the same conditions as regular delivered energy and delivered capacity.

2.18.5 No part of the net banked energy shall be required to be wheeled to the Scheduled Consumers in case of third party sale during the month of April, May, June and July of any year.

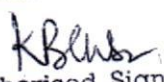
2.18.6 Banking arrangement shall be valid for entire energy year. However, such banked energy would be wheeled only between August to March of the succeeding year in regard to third party sale, and for all 12 months in case the energy is used for captive consumption, and any net banked energy not subjected to wheeling in succeeding energy year shall lapse.

Explanation: The energy year is from August to July of the succeeding year.

2.18.7 The following example may be taken as illustration.


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	<u>Units</u>
1. Delivered energy in 9/95	10,000
2. Banked energy in 9/95	2,000
3. Wheeled energy in 9/95 (98% of 8000)	7,840
4. Net banked energy by 9/95 (98% of 2000)	1,960
5. Delivered energy in 10/95 (or any subsequent month)	8,000
6. Wheelable energy including net banked energy in 10/95 (8000 + 1960)	9,960
7. Wheeled energy in 10/95 (98% of 9960)	9,761

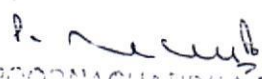
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A.P.S.E.B., Vidyut Soudha,
HYDERABAD-500 049.

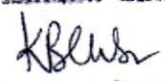
For Weizmann Limited

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ARTICLE 3
METERING AND PROTECTION


- 3.1 Static type Main Energy Meters of 0.5 class accuracy and capable of operation in four quadrants shall be installed at the interconnection point of each Wind Farm by the company, and static type check meters at the same point and of the same accuracy and capable of operation in four quadrants shall be installed by the Board. Each of these will be a pair of a Export and Import Meters.
- 3.2 All the meters shall be jointly inspected and sealed on behalf of both parties and shall not be interfered with except in the presence of the representatives of both parties.
- 3.3 Meter readings of the main meters will form the basis of determining the delivered energy. If the main meter/meters and check meter/meters are found to be defective the affected meter/meters will be immediately replaced.
- 3.4 Where the half yearly meter check indicates an error in the main meter/meters beyond limit but no such error is noticed in the check meter/meters, delivered energy for the month will be determined on the basis of check meter/meters and the main meters will be replaced immediately.
- 3.5 If during the half yearly test checks, both the main meters and the corresponding check meters are found to be beyond permissible limits of error, both the meters shall be immediately replaced and the correction applied to the consumption registered by the main meter to arrive at the correct delivered energy for billing purposes for the period of the month upto the time of such test check, computation of delivered energy for the period thereafter till the next monthly meter reading shall be as per the replaced main meter.
- 3.6 Corrections in delivered energy billing, whenever necessary, shall be applicable to the period between the previous monthly meter reading and the date and time of the


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test calibration in the current month when the error is observed and this correction shall be for the full value of the absolute error. For the purpose of the correction to be applied to any meter registering inaccurately, the meter shall be tested at 100,50,20 and 10 percent load at unity power factor and 0.5 power factor. Of these eight values, the error at the load and power factor nearest the average monthly load served at the Interconnection point during the applicable period shall be taken as the error to be applied for correction.

- 3.7 If both the main and check meters fail to record or if any of the PT fuses are blown out, then the energy will be computed on a mutually agreeable basis for that period of defect.
- 3.8 The main and check meters shall be tested and calibrated utilizing a standard meter. The Standard meter shall be calibrated once in every year at the approved laboratory by Government of India/Government of Andhra Pradesh, as per terms and conditions of supply.
- 3.9 All the tests on the main and check meters shall be conducted by the authorised representatives of both parties jointly with the staff and the results and correction so arrived at mutually will be applicable and binding on both the parties.
- 3.10 'Monthly' meter reading shall be taken by the authorised representatives of both the parties.
- 3.11 Starting current of the generator shall not exceed the full load current of the machine. Necessary current limiting devices shall be provided.
- 3.12 Auto-switched capacitor banks shall be used to maintain Power factor always above 0.85.
- 3.13 Voltage regulation shall be such as to enable continued paralleling and synchronisation with the grid voltage at the point of interconnection.
- 3.14 Automatic switching off of the machines shall be provided in case Board supply fails.


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- 3.15 Any change in rupturing capacity of switch-gear, settings of the relays etc., shall be subject to approval of the Board.
- 3.16 Board is not responsible for damage to generator during parallel operation with grid.
- 3.17 Fluctuations and disturbances to the grid due to paralleling shall be avoided.
- 3.18 As the generators are bound to carry fault currents that may occur on the Board grid; adequate protection shall be provided to the generators and switch gear.

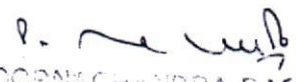
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P. POORNACHANDRA RAO
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For Weizmann Limited
K. B. S.
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ARTICLE 4
UNDERTAKING

4.1 The company shall be responsible:-

- i) for the proper maintenance of the Wind farms of the project in accordance with established prudent utility practices.
- ii) for the operation, maintenance, overhaul of the plant, equipment, works, switch yard and transmission lines and equipment upto the inter connection point, of all the Wind Farms of the project in close coordination with the Board.
- iii) for making all payments on account of any taxes, cesses, duties, or levies imposed by any Government or competent statutory authority on the land, equipment, material or works of the project or on the energy generated or consumed by the project or the company or on the income or assets of the Company.
- iv) for obtaining necessary licences for operation of the project and sale or transfer of energy there from under the provision of the relevant laws, prior to the schedule date of completion of the first unit of each Wind Farm.
- v) for interfacing the Wind Farm with the A.P.S.E.Board Grid at the Voltage decided by the Board. The entire cost of interfacing of the Wind Electric Generators with the Board's Grid including the cost of facilities at the E.H.T substation and related works, Transformers, protection, metering equipment, and also Ring mains from the substation to the wind farms, if any, would have to be borne by the developers on pro-rata basis of the capacity allocated in KWs for which the Company shall deposit with the Board non-refundable developmental charges in full computed at Rs.1000 (Rupees One thousand only) per kilo watt of the installed capacity of the



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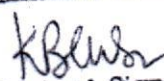
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project, as against the capacity sanctioned. The developmental charges may be permitted to be paid in instalments as mutually agreed.

4.2 The Board agrees :-

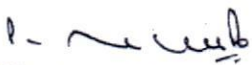
- i) to make all reasonable efforts for making arrangements for evacuation of power for each of the Wind power farms to be completed prior to the schedule date of completion of the said Wind Farm.
- ii) for the wheeling of all the delivered energy to the schedule consumers, and banking, the whole or any part of the such energy subject to the provision of this agreement.
- iii) that there is no objection to the Company applying to APSEB for permission to sell to Board or transfer the energy of the project for its captive use and third party sale under this agreement.
- iv) that the third party sale will be permitted with the rate of sale necessarily higher than the H.T-I tariff as fixed by APSEB, subject to having only 5 scheduled consumers per MW capacity.



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For Weizmann Limited

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ARTICLE 5
DURATION OF AGREEMENT

5. This agreement shall become effective upon the execution and delivery thereof between the parties hereto and shall be in force for a period of twenty years from the scheduled date of completion and may be renewed for such further period and on such terms and conditions as may be mutually agreed upon between the parties, 90 days prior to the expiry of the said period of twenty years.


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A.P.S.E.B., Valiput Soudha,
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For Weizmann Limited

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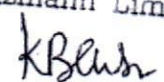
ARTICLE - 6
FORCE MAJEURE

6.1 Both the parties shall ensure compliance with the terms of this Agreement. However subject to the other provisions of the agreement, no party shall be liable for any claim for any loss, damage or compensation whatsoever arising out of failure to carry out the terms of this agreement on account of events such as rebellion, civil mutiny, commotion, riot, strike, lockout, fire, explosion, flood, cyclone, lightning, earthquake or other forces, accident or any cause beyond the control of the party or act of God or due to any restraints, or regulation of any State or Central Government or statutory authority. But any party claiming the benefit of this clause shall formally notify in writing and satisfy the other party of the existence of such an event and shall make its best endeavour to resume performing its normal obligations, as soon as possible after the cessation of such force majeure event.

6.2 **Notification obligations:**


- a) The party claiming Force Majeure shall give notice to the other party of any event of Force Majeure as soon as reasonably practicable, but not later than five (5) days after the date on which such party knew or should reasonably have known of the commencement of the event of Force Majeure. Notwithstanding the above, if the event of Force Majeure results in a break down of communications rendering it not reasonably practicable to give notice within the applicable time limit specified herein, then the party claiming Force Majeure shall give such notice as soon as reasonably practicable after the reinstatement of communications, but not later than seven (7) days after such reinstatement.


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For Weizmann Limited

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- b) The party claiming Force Majeure shall give notice to the other party of (i) the cessation of the relevant event of Force Majeure and (ii) the cessation of the effect of such party of its rights or the performance by it of its obligations under this Agreement as soon as practicable after become aware of each of (i) and (ii) above.

6.3 **Duty to Mitigate:** The parties shall use their reasonable efforts to mitigate the effects of any event of Force Majeure and to co-operate to develop and implement a plan of remedial and reasonable alternative measures to remove the event of Force Majeure; provided, however, that no party shall be required under this provision, to settle any strike or other labour dispute on terms it considers to be unfavourable to it.


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CHIEF ENGINEER (PCC)
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For Weizmann Limited


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ARTICLE - 7

NOTICES

- 7.1. Except as otherwise expressly provided in this agreement, all notices or other communications which are required to be permitted hereunder shall be in writing and sufficient if delivered personally or sent by registered or certified mail, telecopies, telex or telegram addressed as follows:

If to the Company:

Attention	:	Mr. Chetan D. Mehra, Managing Director, M/s Weizmann Ltd., Empire House, 214, Dr. D.N.Road, Ent. A.K.Nayak Marg, Fort, Mumbai - 400 001.
Telex No	:	--
Telecopies No	:	022 - 207 1512
Telephone	:	022 - 207 1501 (10 lines)

If to the Board:

Attention	:	Chief Engineer, Investment Promotion Cell, Vidyut Soudha, A.P.S.E.Board, Hyderabad - 500 049.
Telex No	:	0425 - 6318
Telecopies No	:	040 - 3313791
Telephone	:	040 - 3393304

All notices or communications given by telecopies, telex or telegram shall be confirmed by depositing a copy of the same in the post office in an envelope properly addressed to the

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CHIEF ENGINEER (I & C)
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For Weizmann Limited

K. B. S.
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appropriate party for delivery by registered or certified mail. All notices shall be deemed delivered upon receipt.


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

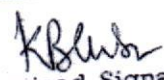
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P. POORNACHANDRA RAO
CHIEF ENGINEER (PC)
A.P.S.M.B., VII, 1st Cross, 1st
HYDERABAD-500 049.

For *W. S. Srinivasan*
K. Srinivasan
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ARTICLE - 8
ARBITRATION


8. In case of any disagreement, dispute, controversy, or claim arising out of or relating to this agreement or interpretation hereof, or any arrangements relating hereto, or contemplated herein, either party shall give to the other a written notice, setting out such disputes or differences, and within 15 days of receipt of such notice by the relevant parties, best endeavour shall be made to resolve the disputes, and if the parties fail to resolve the disputes, within 60 days such differences or disputes shall be submitted to arbitration for resolving the disputes as per the provisions of the Arbitration and Conciliation Act, 1996.


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For Weizmann Limited

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ARTICLE - 9
SPECIAL PROVISIONS

- 9.1 Any variation waiver or modification of any of the terms of this Agreement shall be valid only if communicated in writing and signed by or on behalf of the parties hereto. However, the amendments to the Agreement as per the respective orders of Government of Andhra Pradesh from time to time shall be carried out.
- 9.2 The invalidity or unenforceability for any reason of any part of this agreement shall not prejudice or affect the validity or enforceability of the remainder.
- 9.3 The parties, to this Agreement shall not assign or part with rights and obligations under this Agreement to any third party without the prior approval in writing of both the parties and such approval shall not be unreasonably delayed or withheld.
- 9.4 The failure of any party to insist in one or more instances upon the strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as waiver of any such provisions or relinquishment of any such rights but the same shall continue in full force and effect.


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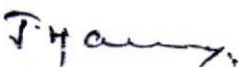

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- 9.5 Unless the context otherwise requires, every arrangement, procedure or any other matter which is, under any of the provisions of this agreement, required to be mutually agreed upon between the parties, shall be concluded by a written agreement between the parties not later than the date specified in the concerned clause of this agreement and where no such date has been specified, not later than the date of financial closing.

**FOR AND ON BEHALF OF
ANDHRA PRADESH STATE ELECTRICITY BOARD**

WITNESSES

1. 
(J. NANNAMOHANRAO)
2. 
(N. UMAPATHI RAO)

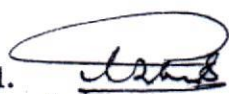


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**FOR AND ON BEHALF OF
M/s WEIZMANN LIMITED**

For Weizmann Limited


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WITNESSES

1. 
(S. PARVATHINATHAN)
2. 
(K. VISWANATHA GUPTA)

SCHEDULE 1
Particulars of the Project
(Referred to in the preamble to the agreement)

S.No.	Name of Wind Farm	Location of Wind Farm	Unit Capacity	No. of Units	Total Capacity
1.	Weizmann Limited Stage-I	Ramagiri, Ananthapur Dist. Andhra Pradesh.	500 KW NEDWIND make	5	2500 KW
			250 KW NEDWIND make	2	500 KW
				Total	3000 KW or 3 MW

P. Poornachandra Rao
P. POORNACHANDRA RAO
 CHIEF ENGINEER (IPC)
 A.P.S.E.B., Viduth Soudha,
 HYDERABAD-500 049.

K. B. L. S.
 For Weizmann Limited
 Authorised Signatory

Cancelled and Substituted at Page 27 A on 5-8-98

P. Poornachandra Rao
P. POORNACHANDRA RAO
 CHIEF ENGINEER (IPC)
 A.P.S.E.B., Viduth Soudha,
 HYDERABAD-500 049.

S. S. S.
 For WEIZMANN LTD.
 05-08-98
 Authorised Signatory



37149

27393 22/7/98 100/-

S.No. Date

Sold to K.V. Gupta

S/o, W/o, D/o K.V.N. Chetty

For Whom M/s Wizeman Ltd;

R/o Hyd

Hyd Bombay

AP 23 IF R.V. 10/8
Smt R. Vijaya Lakshmi
 Stamp Vender L.No. 51/90 R.L.No. 25/90
 H.No. 7-1-621/287, S.R. Nagar,
HYDERABAD-500 030

For the existing Schedule 1, the following shall be substituted, namely:-

SCHEDULE 1
Particulars of the Project
(Referred to in the Preamble to the Agreement)

Sl. No.	Name of Wind Farm	Location of Wind Farm	Unit Capacity	No. of Units	Total Capacity
(1)	M/s Weizmann Ltd., Phase-I	Tallimadugula, Kanaganapalli Mandal, Anantapur Dist.	500 KW NEDWIND make	5	2500 KW
			250 KW NEDWIND make	2	500 KW
			Total		3000 KW 3 MW

P. Poornachandra Rao
P. POORNACHANDRA RAO 5833
 CHIEF ENGINEER (IPC)
 A.P.S.E.R. Vidyut Soudha,
 HYDERABAD-500 049.

For WEIZMANN LTD.

Prachala 05.08.98
 Authorised Signatory

SCHEDULE 2

Copy of Letter dated 23.4.1997 from NEDCAP to the Company

NON-CONVENTIONAL ENERGY DEVELOPMENT CORPORATION A.P. LTD.,
5-8-207/2, Pishah Complex, Nampally, Hyderabad - 500 001 (AP)

Ref: NEDCAP/WE/1417/10/94/1702 dated 13.12.1994

PROCEEDINGS

Sub: Wind Power Project in private sector - Allotment orders issued - Reg.

Ref: 1. Your application for allotment of wind farm dated 20.9.94.
2. G.O.Ms.No.64 dated 29.03.94 of Energy & Forests (RES) Dept.
Govt. of A.P.
4. Approval accorded by the Board of NEDCAP in its meeting
held on 28.10.94.

In the reference 1st cited, M/s WEIZMANN LTD., Bombay applied for allotment of Wind Farm of 6 MW capacity at Ramagiri/MPR dam of Ananthapur District and Kakulakonda of Chittoor District for generation of electric power on commercial basis.

In the reference 2nd cited, the State Government issued orders permitting NEDCAP to sanction wind power projects of capacity upto 20 MW.

The Board of NEDCAP in its meeting held on 28.10.94 has considered the application and sanction is accorded to M/s WEIZMANN LTD., Bombay to set up 6 MW (Six Mega Watts only) capacity wind power project at Ramagiri, Ananthapur District.


M/s WEIZMANN LTD., is requested to enter into MOU with NEDCAP (proforma enclosed) within 30 days from the date of issue of this letter, failing which the approval stands cancelled.

Sd/-
T.V.Chowdary
MANAGING DIRECTOR

To
M/s WEIZMANN Ltd.,
26, Gobind Mahal,
86 B, Netaji Subhash Road,
Marine Drive,
BOMBAY - 400 002.

For Weizmann Limited


Authorised Signatory


P. POORNACHANDRA RAO
CHIEF ENGINEER (IPC)
A.P.S.R., Vidyalaya Soudha,
HYDERABAD-500 049.

Copy submitted to the Principal Secy. to Govt., E&F Department, Govt. of A.P., Hyderabad.

Copy to the Chairman, APSEB, Vidyut Soudha, Hyderabad.

Copy to the Director (Power), MNES, Govt. of India, New Delhi.

Copy to the District Collector, Anantapur.

Copy to the District Manager, Anantapur.

// t.c.f.b.o //

Sd/-
ASST. MANAGER (WE)

P. Poornachandra Rao
P. POORNACHANDRA RAO
CHIEF ENGINEER (IPC)
APSEB, Vidyut Soudha,
HYDERABAD-500 049.

For Weizmann Limited

K. B. S.
Authorised Signatory

SCHEDULE 3

COPY OF MEMORANDUM OF UNDERSTANDING ENTERED INTO BY THE COMPANY WITH NEDCAP


This Memorandum of Understanding (MOU) is made this 14th day of December, 1994 between the Non-Conventional Energy Development Corporation of A.P. Ltd., (NEDCAP) represented by its Managing Director whose office shall include his successors, legal representatives and assignees etc., and M/s WEIZMANN LTD., called Company having registered office at 26, Gobind Mahal, 86 B Netaji Subash Road, Bombay -2 which expression shall include its successors, legal representatives, assignees and associate group companies.

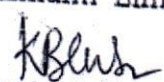
Whereas the Company has made an application dated 20.9.94 to the Non-Conventional Energy Development Corporation of A.P. Ltd., (NEDCAP) to set up Wind Mills with capacity of 6 MW for power generation at Ramagiri location for captive consumption and/or commercial.

And whereas NEDCAP has accorded permission to the company to set up 6 MW (Six) Wind Farm Project in private sector in Lr.No.NEDCAP/WE/1417/10/94/1702, dated 13.12.1994 at Ramagiri, Ananthapur District.

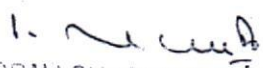
Now, therefore, it is hereby agreed by and between the parties hereto as under:

1. The Company shall make an application in the prescribed form to NEDCAP for the extent of the land required to set up the wind farm, keeping in view the capacity allocated.
2. On receipt of the application, the NEDCAP shall examine and decide actual requirement of the land for the capacity allocated and inform the company.
3. The NEDCAP is responsible only for allotment of Government lands at one or more places on lease. The Company shall enter into lease agreement with NEDCAP before taking possession of the Government land.
4. In the case of private lands, the company shall make its own arrangements.

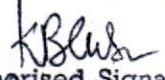

P. POORNACHANDRA RAO
CHIEF ENGINEER (IPC)
A.P.S.E.B., Vidyut Soudha,
HYDERABAD-500 049.

For Weizmann Limited

Authorised Signatory

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 NEDCAP.
6. The Company shall enter into an agreement with APSEB for evacuation of power and its sale as per the terms and conditions mutually agreed upon.
7. The Company shall pay consultancy and service charges as mutually agreed upon between the parties, keeping in view the G.O.Ms.No.150 of EFES&T (RES) Department dated 30.5.1992 and outlay of the project. The charges so arrived at shall be payable in two instalments as detailed below:-
 - i) 25% before entering into MOU
 - ii) Balance 75% as and when services rendered or before entering into land lease agreement whichever ever is earlier.
8. The company shall obtain all clearances necessary for installation of wind farms in accordance with statutory provisions/guidelines issued by Government of India and Government of Andhra Pradesh from time to time.
9. The Company shall complete the financial closing within a period of six months from the date of signing of the MOU or before such extensions as may be accepted and granted by NEDCAP on request by the Company on account of delays in obtaining all necessary consents, licenses, authorisations and clearances required from the Government of Andhra Pradesh and Government of India.
10. The Company shall execute the project within one year/two years depending upon the capacity of the project from the date of taking possession of land. In the case of failure, the permission given is liable to be cancelled. The company shall provide an irrevocable bank guarantee to the tune of 0.75% of the total project cost towards performance guarantee for the completion of the project as per time-frame mutually agreed before entering into land lease agreement.
11. The Company shall take effective steps to incur atleast 10% of the total project cost within a period of six months/one year depending upon the outlay of the project from the date of taking possession of land. In the case


P. POORNACHANDRA RAO
CHIEF ENGINEER (IPC)
A.P.S.E.B., Vidyut Soudha,
HYDERABAD-500 049.

For Weizmann Limited


Authorised Signatory

of failure, all permissions including the allotment of land is liable for cancellation and bank guarantee above said will be encashed.

12. NEDCAP reserves the right to withdraw the approval, should there be any default in the execution of the terms of the MOU, after the reasons have been presented and accepted by both the parties, or referred to an arbitrator with mutual consent of both the parties. All disputes are subjected to the jurisdiction of Hyderabad only.

For M/s WEIZMANN LTD.,
BOMBAY
Sd/-
S.PARVATHINATHAN

For Non-Conventional Energy Development
Corporation of Andhra Pradesh Ltd.
Sd/-
Managing Director

P. Poornachandra Rao
P. POORNACHANDRA RAO
CHIEF ENGINEER (IPC)
A.P.S.E.B., Vidyut Soudha,
HYDERABAD-500 049.

For Weizmann Limited
K. B. Rao
Authorised Signatory

SCHEDULE 4
Consumers related to the Project
(Referred to Clause 1.1(xv))

Phase-I

Sl. No.	Name of Consumer and Address	Board's Consumer No. (if any)	Contracted Maximum Demand (As on the date of the Agreement)	Voltage of Supply	Purpose of Wheeling captive use/third party sale	Allocation of Energy in Units	
						September 1997	October 1997
1.	Andhra Cements Ltd., Dacheepalli, Guhtur Dist. (A.P)	GNT 372	25000 KVA	132 KV	Third Party Sale	Four lakhs	Five lakhs
2.	Andhra Cements Ltd., Purlapalem, Visakhapatnam-530029.	VSP 118	9000 KVA	132 KV	Third Party Sale	One lakh	One lakh
3.	Anand Ispat Udyog Ltd., Timmapur, Mahaboobnagar Dist.	MBN 353	2450 KVA	33 KV	Third Party Sale	One lakh	One lakh

Note: (1) The above allocation of energy is from the banked energy for the period from 24.11.1996 to 6th September 1997.

(2) The allocations from November 1997 onwards will be furnished by the Company at the appropriate time.

P. Poornachandra Rao
P. POORNACHANDRA RAO
 CHIEF ENGINEER (IPC)
 A.P.S.E.B., Vidyut Soudha,
 HYDERABAD-500 049.

For Weizmann Limited

K. B. S. S.
 Authorised Signatory

Cancelled and substituted by pages 34 to 38

P. Poornachandra Rao
P. POORNACHANDRA RAO
 CHIEF ENGINEER (IPC)
 A.P.S.E.B., Vidyut Soudha,
 HYDERABAD-500 049.

FOR WEIZMANN LTD.

P. Prachala
 Authorised Signatory
at Hyderabad



9679 25.98 20/

Sold to: Nenu
 No. W: Belenaf
 - Weizmann Ltd. Hg

Genl. H. Allam
 Stamp Under L. No. 78/88 R.A.R. 27/06
 No. Shop No. 3 New P.O.A. Quarter,
 HYDERABAD

For the existing Schedule 4, the following shall be substituted, namely:-

SCHEDULE 4
Consumers related to the Project
 [Referred to Clause 1.1(xv)]

Sl. No.	Name of Consumer and Address	Board's Consumer No. (if any)	Voltage of Supply	CMD (as on date of Agreement) in KVA	Phase-I
					Purpose of Wheeling
1.	M/s Voltas Ltd., Allwyn Unit, Sanathnagar, Hyderabad - 500 018.	HDN 370	33 KV	3500	Third Party Sale

Contd...

P. POORNACHANDRA RAO
 CHIEF ENGINEER (IPC)
 A P S E B, Vidyut Soudha,
 HYDERABAD-500 049.

FOR WEIZMANN LTD.

Prachala
 Authorised Signatory
 Sd/- Mayor

Cancelled and substituted by pages 39 & 40

P. POORNA CHANDER RAO
 Chief Engineer (IPC)
 A P S E B, Vidyut Soudha.

34

FOR WEIZMANN LTD.
Dheer
 14/5/88



9678 2598 201
 Sold P. Venu
 Redraj
 Weizmann H. H. H. H.

CHIEF. B. GUANER
 Stamp Vendor L. No. 2593 R.L.N. 27/06
 The Shop No. 2 New M.L.A. Quarter
 HYDERABAD

Phase-I					
Sl. No.	Name of Consumer and Address	Board's Consumer No. (if any)	Voltage of Supply	CMD (as on date of Agreement) in KVA	Purpose of Wheeling
2.	M/s Voltas Ltd., Allwyn Unit, Hyderabad Allwyn Ltd., Sanathnagar, Hyderabad - 500 018.	HDN 293	11 KV	1250	Third Party Sale

CANCELLED

Contd...

P. POORNACHANDRA RAO
 CHIEF ENGINEER (IPC) 21.5.98
 A.P.S.E.B., Vidyut Soudha,
 HYDERABAD-500 049.

FOR WEIZMANN LTD.

Prachala
 Authorised Signatory

21.5.98

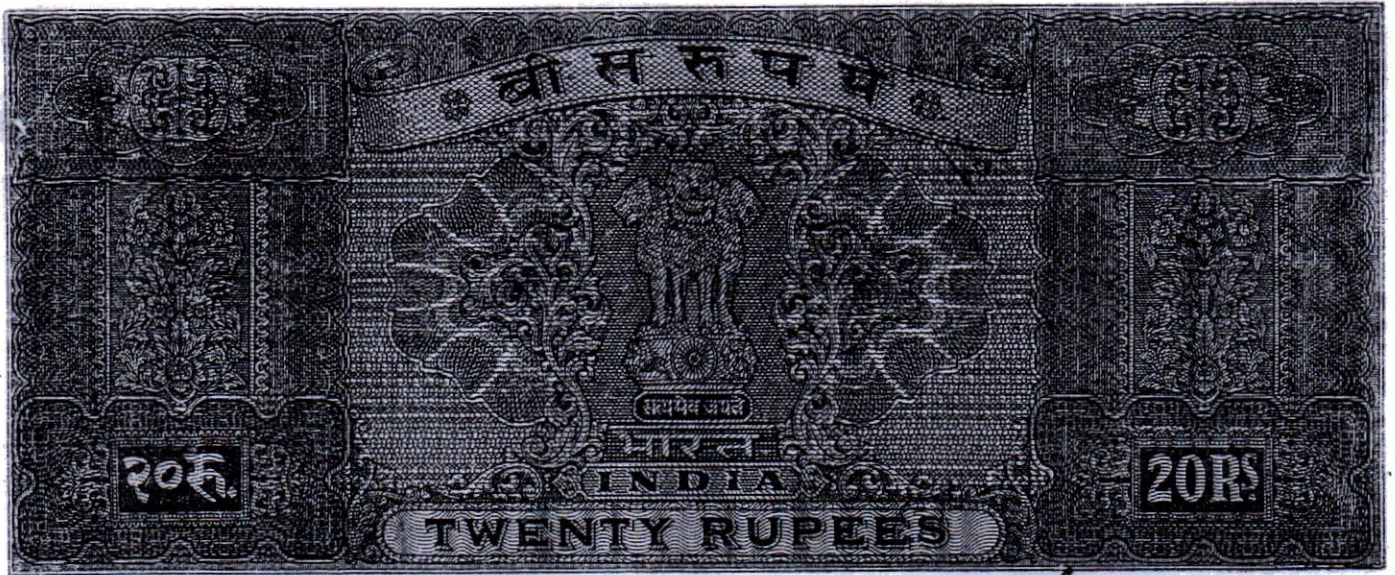
Cancelled and Substituted by Pages 39 & 40

P. POORNA CHANDER RAO
 Chief Engineer (IPC) 17.5.99
 APTRANSCO, Vidyut Soudha,
 HYDERABAD-500 082.

35

FOR WEIZMANN LTD.

Prachala
 Authorised Signatory
 17/5/99



9677 B.591

Venu
Baloney

Weizmann

Stamp under L. No. 24/93 R.L.M. 27/06
Shop No. 1, 2nd M.L.A. Quarters,
HYDERABAD.

					Phase-I
Sl. No.	Name of Consumer and Address	Board's Consumer No. (if any)	Voltage of Supply	CMD (as on date of Agreement) in KVA	Purpose of Wheeling
3.	M/s Voltas Ltd., Allwyn Unit, Nandaluru - 516 150, Cuddapah Dist.	CDP 074	33 KV	1300	Third Party Sale

CANCELLED

Contd...

P. POORNACHANDRA RAO
CHIEF ENGINEER (IPC)
A.P.S.E.R., Vidyut Soudha,
HYDERABAD-500 049.

For WEIZMANN LTD.

Badhala
Authorized Signatory

21st May 98

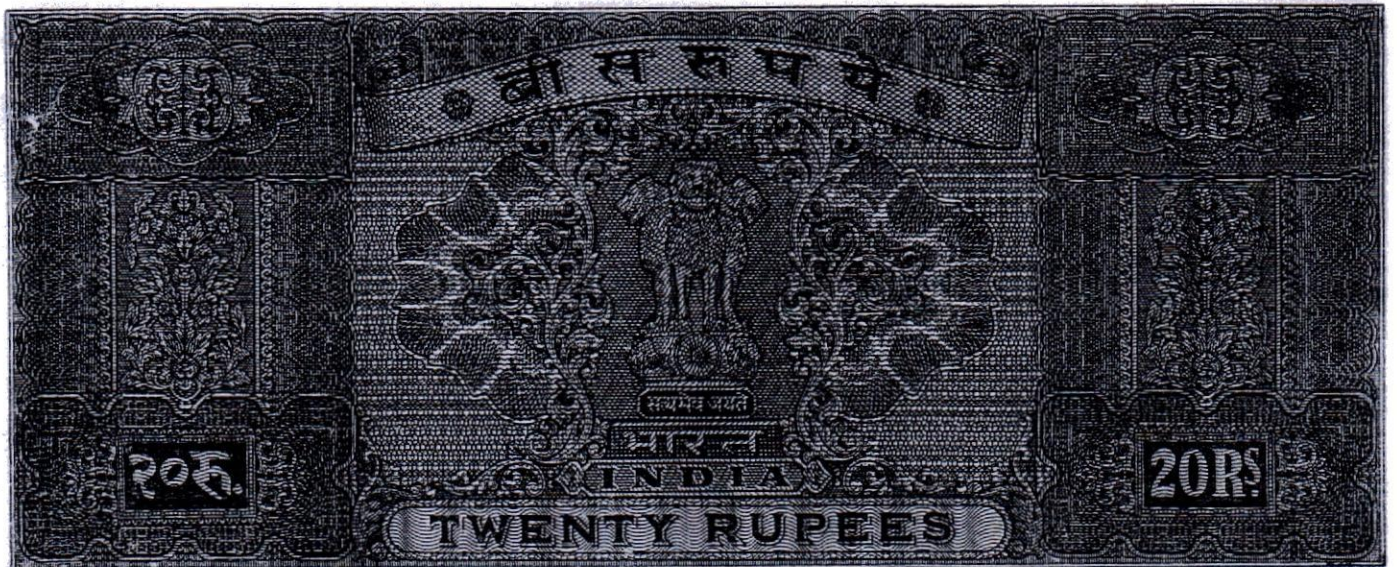
Cancelled and Substituted by pages 39 & 40

P. Poorna Chander Rao
Chief Engineer (IPC)
APTRANSCO, Vidyut Soudha,
HYDERABAD-500 082

36

For WEIZMANN LTD.

Omex
Authorized Signatory



Ven U.

Bakmat

Weizmann

Hyd
Hyd

amt. B. ADAMHI
emp Vender L. No. 72/93 R.L.N. 27/86
Shen No. 3 New M.L.A. Quarter
HYDERABAD.

Sl. No.	Name of Consumer and Address	Board's Consumer No. (if any)	Voltage of Supply	CMD (as on date of Agreement) in KVA	Phase-I
					Purpose of Wheeling
4.	M/s Suvarna Cements Ltd., 6-3-682, Punjagutta, Hyderabad - 500 482.	NLG 174	63 KV	3500	Third Party Sale

Cancelled

Contd...

P. POORNACHANDRA RAO
CHIEF ENGINEER (IPC) 21.5.98
A P S E B., Vidyut Soudha,
HYDERABAD-500 049.

For WEIZMANN LTD.

Prasanna
Authorized Signatory
21.5.98

cancelled and substituted by pages 39 & 40

P. Poorna Chander Rao
Chief Engineer (IPC) 37
APTRANSCO, Vidyut Soudha,
HYDERABAD-500 082.

For WEIZMANN LTD.

Prasanna
Authorized Signatory 18/5/98



9695 12538 000
 To Wm. W. D. D.
 Wm. W. D. D. Wm. W. D. D.
 Wm. W. D. D. Wm. W. D. D.

Vendor L. No. 78/83 R.A.E. 17/83
 No. 3 New M.L.A. Quarter,
 HYDERABAD

Sl. No.	Name of Consumer and Address	Board's Consumer No. (if any)	Voltage of Supply	CMD (as on date of Agreement) in KVA	Phase-I
					Purpose of Wheeling
5.	M/s Anand Ispat Udyod Ltd., Timmapur, 22-5-484/2, Punjeshah, Hyderabad - 2.	MBN 353	33 KV	2450	Third Party Sale

P. POORNACHANDRA RAO
 CHIEF ENGINEER (IPC)
 A P S E B, Vidyut Soudha,
 HYDERABAD-500 043.

FOR WEIZMANN LTD.

Prachala
 Authorised Signatory
 21st May 81

Cancelled and substituted by pages 39 & 40

P. Poorna Chander Rao
 Chief Engineer (IPC)
 APTRANSCO, Vidyut Soudha,
 HYDERABAD-500 082.

38

FOR WEIZMANN LTD.

Prachala
 Authorised Signatory



Sl. No. 5666 Date 17/5/89

67722

G. SAILAJA

Sold to K. Vishwanath Gupta
By V. Narayana Reddy
For whom WEIZMANN LTD, Bombay

AP 23/VI No. 81/83 F.L. No. 66/88
DIRECTOR, S.A. Nagar, Hyderabad.

For the existing Schedule 4, the following shall be substituted, namely:-

SCHEDULE 4
Consumers related to the Project
(Referred to Clause 1.1(xv))

Sl. No.	Name of Consumer and Address	APTRANSCO's Consumer No. (if any)	Voltage of Supply	Phase-I	
				CMD (as on date of Agreement) in KVA	Purpose of Wheeling
1.	M/s Voltas Ltd., Allwyn Unit, Sanathnagar, Hyderabad - 500 018.	HDN 370	33 KV	3500	Third Party Sale
2.	M/s Voltas Ltd., Allwyn Unit, Hyderabad Allwyn Ltd., Sanathnagar, Hyderabad - 500 018.	HDN 293	11 KV	1250	Third Party Sale

CANCELLED

P. Poorna Chander Rao
Chief Engineer (IPC)
APTRANSCO, Vidyut Soudha,
HYDERABAD-500 082

For WEIZMANN LTD.
Dinesh
Authorised Signatory

Cancelled and Substituted by Pages 41 & 42

Chief Engineer (IPC)

For WEIZMANN LTD.
Dinesh

Sl. No.	Name of Consumer and Address	APTRANSCO's Consumer No. (if any)	Voltage of Supply	CMD (as on date of Agreement) in KVA	Purpose of Wheeling
3.	M/s Voltas Ltd., Allwyn Unit, Nandaluru - 516 150, Cuddapah Dist.	CDP 074	33 KV	1300	Third Party Sale
4.	M/s Suvarna Cements Ltd., 6-3-682, Punjagutta, Hyderabad - 500 482.	NLG 174	33 KV	3500	Third Party Sale
5.	M/s Anand Ispat Udyod Ltd., Timmerapur, 22-5-484/2, Punjeshah, Hyderabad - 2.	MBN 353	33 KV	2450	Third Party Sale
6.	M/s University Engineer, Osmania University, (At Arts College) Hyderabad - 500 007.	HDN 492	11 KV	750	Third Party Sale
7.	M/s University Engineer, Osmania University, (At Ladies Hostel) Hyderabad - 500 007.	HDN 503	11 KV	350	Third Party Sale
8.	M/s Cheminor Drugs Ltd., Peda Devulapalli, Nalgonda Dist.	NLG 225	33 KV	1950	Third Party Sale
9.	M/s Kakatiya Cements Ltd., 1-10-140/1, Guru Krupa, Ashok Nagar, Hyderabad - 500 020.	VJA 150	33 KV	4980	Third Party Sale

P. Poorna Chander Rao
P. Poorna Chander Rao
Chief Engineer (IPC)
APTRANSCO, Vidyut Soudha,
HYDERABAD-500 082

For WEIZMANN LTD.
Amesh
15/10/55
Authorised Signatory

Cancelled and substituted by pages 41 & 42

P. S. 15/10/55
Chief Engineer (IPC)
APTRANSCO, Vidyut Soudha,
HYDERABAD-500 082

For WEIZMANN LTD.
Amesh
15/10/55
Authorised Signatory



SI. No. 12798 Date 12/10/99 No. 93613

Sold to E. V. Gupta

8/10-7/10 ... IC.V. n. Chetty

For them Weizmann CTD

G. SAILAJA

S V L No: 81/93 F. L No: 66
246/3RT, S.B. Nagar, Hydera

For the existing Schedule 4, the following shall be substituted, namely:-

SCHEDULE 4
Consumers related to the Project
[Referred to Clause 1.1(xy)]

Phase I					
Sl. No.	Name of the Consumer and Address	APTRANSCO's Consumer No. & Category	CMD (as on the date of Agreement) in KVA	Voltage of Supply	Purpose of Wheeling
1.	M/s University Engineer, Osmania University, (at Arts College) Hyderabad - 500 007.	HDN-492 H.T Cat-II	750	11 KV	Third Party Sale
2.	M/s University Engineer, Osmania University, (at Ladies Hostel) Hyderabad - 500 007.	HDN-503 H.T Cat-II	350	11 KV	Third Party Sale

Chief Engineer (IPC)
APTRANSCO. Vidyut Soudha,
HYDERABAD-600 082

41

For WEIZMANN LTD.

Authorised Signatory

Cancelled and Substituted at Pages 43 & 44
of the Agreement

FOR WEIZMANN LTD.

Phase I

Sl. No.	Name of the Consumer and Address	APTRANSCO's Consumer No. & Category	CMD (as on the date of Agreement) in KVA	Voltage of Supply	Purpose of Wheeling
3.	M/s Cheminor Drugs Ltd., Pedadevulapalli, Nalgonda Dist.	NLG-225 H.T Cat-I	1950	33 KV	Third Party Sale
4.	M/s University Engineer, Osmania University, (at Science College) Hyderabad - 500 007.	HDN-490 H.T Cat-II	250	11 KV	Third Party Sale

15/10/99
 Chief Engineer (IPC)
 APTRANSCO, Vidyut Soudha,
 HYDERABAD-500 082

For WEIZMANN LTD.

10/10/99
 Authorized Signatory

*Cancelled and Substituted at
 Pages 43 & 44 of the Agreement*

19/5/2000
 Chief Engineer (IPC)
 APTRANSCO, Vidyut Soudha
 HYDERABAD-500 082

For WEIZMANN LTD.

19/5/2000
 Authorized Signatory



S.No: 19807 DATE: 18/5/2000

12537

a.v. water

SOLD TO: K.V. Gupta

S/o W/o K.V.N. Sethy

FOR WHOM: Mr. Weizmann Ltd., Mumbai

AT: 23/1/00

Smt. R. Vijaya Lakshmi

Stamp Vendor L.No. 51/90, R.L. No. 69/90

H.No: 7-1-621/287, S.R. Nagar,

HYDERABAD-500 039,

For the existing Schedule 4, the following shall be substituted, namely:-

SCHEDULE 4
Consumers related to the Project
[Referred to Clause 1.1(xv)]

Sl. No.	Name of the Consumer & Address	APTRANSCO's Consumers No. & Category	CMD in KVA	Voltage of supply	Purpose of wheeling
1.	M/s University Engineer Osmania University (at Arts College) Hyderabad - 500 007.	HDN 492 HT Cat-II	750	11 KV	Third party sale
2.	M/s University Engineer Osmania University (at Ladies Hostel) Hyderabad - 500 007.	HDN 503 HT Cat-II	350	11 KV	Third party sale
3.	M/s Cheminor Drugs Ltd. Pedadevulapalli, Nalgonda Dist.	NLG/225 H.T Cat-I	1950	33 KV	Third party sale

Phase-I

R. A. R.
Chief Engineer (IPC) 19-5-2000
APTRANSCO, Vidya Soudha,
HYDERABAD-500 032

43

FOR WEIZMANN LTD.

For Weizmann Ltd.
19/5/2000
Authorized Signatory

Cancelled and Substituted by pages 45 & 46 of the Agn

K. D. S.
3/9/2000
Chief Engineer (IPC)

FOR WEIZMANN LTD.

Sl. No.	Name of the Consumer & Address	APTRANSCO's Consumers No. & Category	CMD in KVA	Voltage of supply	Purpose of wheeling
4.	M/s University Engineer, Osmania University (at Science College) Hyderabad - 500 007.	HDN 490 HT Cat-II	250	11 KV	Third party sale
5.	M/s University Engineer (at College of Technology) Osmania University Campus Hyderabad - 500 007.	HDN 504 H.T Cat-II	200	11 KV	Third party sale
6.	M/s Anil Prabhas (P) Ltd., Secretariat Road, Hyderabad - 500 063.	HDN 035 H.T Cat-II	200	11 KV	Third party sale
7.	M/s Ganga Reddy Estates, Hotel Central Court, Lakdi-ka-pool, Hyderabad.	HDN 452 H.T Cat-II	230	11 KV	Third party sale
8.	M/s Hotel Sri Krishna Ltd., Road No.1, Banjara Hills, Hyderabad - 500 034.	HDN 443 H.T Cat-II	750	11 KV	Third party sale

[Signature]
Chief Engineer (IPC)
APTRANSCO, Vidyut Soudha,
HYDERABAD-500 082
19-5-2000

FOR WEIZMANN LTD.

[Signature]
19/5/2000
Authorised Signatory

Cancelled and Substituted by Pages 45 & 46 of the Agreement

[Signature]
Chief Engineer (IPC)
APTRANSCO, Vidyut Soudha,
HYDERABAD-500 082
3-8-2000

FOR WEIZMANN LTD.

[Signature]
Authorised Signatory
3/8/2000



Reg. S. No. 35876 Date 2/8/2000 A.P.

17793

Phone: 4615483

M. SANJEEVA REDDY

P.V.L. No. 6/98

RISALA ABDULLA, J.N. ROAD

HYDERABAD-195 A.P.

Sold to Venu S/O. Balaraj, Hyd.

For whom Weizmann Ltd. Hyd.

Amendment dt. 3-8-2000 to KLPWA

dt. 6.9.97

whereas M/s Weizmann Ltd requested A.P. Transco in their letters dt. 29-7-2000 & 8-8-2000 for effecting a change in the Sch. IV of WPPA dt. 6.9.97 in terms of the provision of the act; where as A.P. Transco agreed to the proposal of the Co. and now the above schedule is amended as follows:

For the existing Schedule 4 of WPPA dt. 6.9.97 of Phase-I, the following shall be substituted, namely:-

SCHEDULE 4

Consumers related to the Project (of Capacity 3 MW at Tallimadugula)

[Referred to Clause 1.1(xv)]

Phase-I

Sl. No.	Name of the Consumer & Address	APTRANSCO's Consumers No. & Category	CMD in KVA	Voltage of supply	Purpose of wheeling
1.	M/s University Engineer Osmania University (at Arts College) Hyderabad - 500 007.	HDN 492 HT Cat-II	750	11 KV	Third party sale
2.	M/s University Engineer Osmania University (at Ladies Hostel) Hyderabad - 500 007.	HDN 503 HT Cat-II	350	11 KV	Third party sale

Chief Engineer (IPC)
APTRANSCO, Vidyut Soudha,
HYDERABAD-500 082

FOR WEIZMANN LTD.

Authorized Signatory

45

Cancelled and substituted by Pages 46 & 46B.

For am...

Sl. No.	Name of the Consumer & Address	APTRANSCO's Consumers No. & Category	CMD in KVA	Voltage of supply	Purpose of wheeling
3.	M/s Cheminor Drugs Ltd., Pedadevulapalli, Nalgonda Dist.	NLG 225 H.T Cat-I	1950	33 KV	Third party sale
4.	M/s University Engineer, Osmania University (at Science College) Hyderabad - 500 007.	HDN 490 HT Cat-II	250	11 KV	Third party sale
5.	M/s University Engineer (at College of Technology) Osmania University Campus Hyderabad - 500 007.	HDN 504 H.T Cat-II	200	11 KV	Third party sale
6.	M/s Anil Prabhas (P) Ltd., Secretariat Road, Hyderabad - 500 063.	HDN 015 H.T Cat-II	200	11 KV	Third party sale
7.	M/s Ganga Reddy Estates, Hotel Central Court, Lakdi-ka-pool, Hyderabad.	HDN 452 H.T Cat-II	230	11 KV	Third party sale
8.	M/s Hotel Sri Krishna Ltd., Road No. 1, Banjara Hills, Hyderabad - 500 034.	HDN 443 H.T Cat-I	750	11 KV	Third party sale
9.	Novopan Industries Ltd. 1-10-60/3, 'Suryodaya', Begumpet, Hyderabad-516.	NDK 024 H.T Cat-I	2000	33 KV	Third party sale
10.	Andhra Cements Ltd., 6-3-903/B/1, Somajiguda, Hyderabad-500 082.	GNT 572 H.T Cat-I	16000	132 KV	Third party sale

K. D. Sreedhar
Chief Engineer (IPC)
APTRANSCO, Vidyut Soudha,
HYDERABAD-500 082

For WEIZMANN LTD.

[Signature]
Authorized Signatory

3/8/2000

Cancelled and substituted by pages 46A & 46B.

P. V. Srinivas
Chief Engineer (IPC)
APTRANSCO, Vidyut Soudha
HYDERABAD-500 082

For WEIZMANN LTD.

[Signature]
Authorized Signatory



No. 20484 DATE 10/5/2001. 1001 - 09365

AP 231A R.V. Lakshmi
Smt. R. Vijaya Lakshmi

Stamp No. 190 R.L. No. 69/98

H.No. 247, S.R. Nagar,
HYDERABAD-500 038.

SOLD TO... R. V. Gupta

S/o W/o D/o... R. V. N. Chetty

FOR WHCM... M/S. Weizmann Ltd

For the existing Schedule 4 of WPWA dt. 6.9.97 of Phase-I, the following shall be substituted, namely:-

SCHEDULE 4

Consumers related to the Project (of Capacity 3 MW at Tallimadugula)
[Referred to Clause 1.1(xv)]

Phase-I

Sl. No.	Name of the Consumer & Address	APTRANSCO's Consumers No. & Category	CMD in KVA	Voltage of supply	Purpose of wheeling
1.	M/s University Engineer Osmania University (at Arts College) Hyderabad - 500 007.	HDN 492 HT Cat-II	750	11 KV	Third party sale
2.	M/s University Engineer Osmania University (at Ladies Hostel) Hyderabad - 500 007.	HDN 503 HT Cat-II	350	11 KV	Third party sale

Chief Engineer (IPC)
APTRANSCO, Vidyut Soudha
HYDERABAD-500 082.

FOR WEIZMANN LTD.

Authorized Signatory

Sl. No.	Name of the Consumer & Address	APTRANSCO's Consumers No. & Category	CMD in KVA	Voltage of supply	Purpose of wheeling
3.	M/s Cheminor Drugs Ltd., Pedadevulapalli, Nalgonda Dist.	NLG 225 H.T Cat-I	1950	33 KV	Third party sale
4.	M/s Ranith Pharma Ltd., Plot No.2, Matrivihar, Ameerpet, Hyderabad-16.	MDK 683 H.T Cat-I	500	11 KV	Third party sale
5.	M/s Sreeshma Bulk Drugs (P) Ltd., 301, Nilgiri Block, Aditya Enclave, Ameerpet, Hyderabad-16	MDK 556 H.T Cat-I	375	11 KV	Third party sale
6.	M/s Anil Prabhas (P) Ltd., Secretariat Road, Hyderabad - 500 063.	HDN 015 H.T Cat-II	200	11 KV	Third party sale
7.	M/s Goldstar Remedies Ltd, S.No.388/389, Borpatla (V), Medak District	MDK 584 H.T Cat-I	150	11 KV	Third party sale
8.	M/s Cheminor Drugs Ltd., Bachupalli (V), Outbullapur (M), RR Dist.	RRD 696 H.T Cat-I	650	33 KV	Third party sale
9.	Novopan Industries Ltd. 1-10-60/3, Suryodaya Begumpet Hyderabad-016.	MDK 024 H.T Cat-I	2000	33 KV	Third party sale
10.	M/s Cheminor Drugs Ltd., Jeedimetla, Outbullapur (M), RR Dist.	RRD 295 H.T Cat-I	400	11 KV	Third party sale

Chief Engineer (IPCY) 17/8/2001
APTRANSCO, Vidyut Soudha,
HYDERABAD-500 082.

FOR WEIZMANN LTD.

17/8/2001
Authorised Signatory

⊙ S.C.No HDN 015 may be read as HDN 015

Chief Engineer (IPC)
APTRANSCO, Vidyut Soudha,
HYDERABAD-500 082

FOR WEIZMANN LTD.

17/8/2001
Authorised Signatory



ANDHRA PRADESH ELECTRICITY REGULATORY COMMISSION

From
Secretary,
11-4-660, 4th Floor,
Singareni Bhavan,
Red Hills, Lakdikapool,
Hyderabad - 500 004.

To
The Chief General Manager (P&MM and IPC),
APSPDCL, 19-13-65/A,
Raghavendra Nagar,
Kesavayanagunta, Tiruchanoor Road,
Tirupati - 517 501.

Lr.No. APERC/JD(PPP)/DD(PPP)/F.No.E-1151/D.No. 785 /2018, Dt.18-09-2018.

Sir,

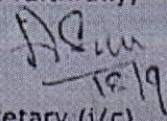
Sub:- APERC - Extension of 2 Nos. PPAs of M/s Weizmann Limited in respect of 3 MW (Phase-I) and 3 MW (Phase-II) wind power project set up at Ramagiri / Tallimadugula in Anantapur Dist. - Amended PPAs - Consent - Reg.

- Ref:- 1) Lr.No. APERC/Secy/F.No. S-87/2017, dt.19.12.2017.
2) Lr.No.APSPDCL/TPT/GM/IPC/DE-I/F.No. 379/D.No.185/2017, Dt.07.03.18.
3) Lr.No. APERC/JD(P&PP)/DD(P&PP)/F.No.1151/D.No.519/2018,dt.20.06.2018.
4) Lr.No.APSPDCL/TPT/CGM/IPC/GM/IPC/DE-I/F.379/D.No.707/18, Dt.07.08.18.

.....

With reference to your letter 4th cited, I am directed to communicate the consent of the Commission to the 2 Nos. Amended PPAs even dated 04.08.2018 (to the PPAs dated 7.09.1995 and 29.10.1995) entered with M/s Weizmann Limited in respect of 3 MW (Phase-I) and 3 MW (Phase-II) Wind Power Project set up at Ramagiri / Tallimadugula in Anantapur District, under Section 21(4) (b) of the A.P. Electricity Reform Act. 1998 read with Section 86(1) (b) of the Electricity Act, 2003.

Yours faithfully,


Secretary (i/c)

Copy to:
M/s Weizmann Limited,
Empire House, 214,
Dr.D.N. Road,
East AK Nayak marg, Fort,
Mumbai - 400 001.

SOUTHERN POWER DISTRIBUTION COMPANY OF A.P. LIMITED, TIRUPATI.

From,

The Chief General Manager
P&MM & IPC, APSPDCL,
Corporate Office,
Tirupati

To

The Chief Engineer,
IPC & Power systems, IVth floor
APTRANSCO, Vidyut Soudha,
Vijayawada, Gunadala.

Lr.No: APSPDCL/ TPT/ CGM/IPC/GM/IPC/DE-I/D.No.902 /18,Dt.09.10.2018

Sir,

Sub: Electrical- APSPDCL- TPT-IPC- Allocation of power from Third unit (800MW) of Kudgi Stage-I (NTPC) from the date of COD - Reg

Ref: MoP letter No.5/5/2015- Th.II dt. 06.10.2015

A copy of the letter, received from Government of India Central Electricity Authority Southern Regional power Committee, 29 , Race Course Cross Road Bangalore vide ref cited, regarding allocation of power from Third unit (800MW) of Kudgi Stage-I (NTPC) from the date of COD is here with enclosed for information and taking further necessary action please.

Encl: As above

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



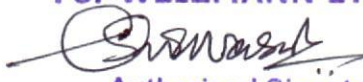
...No. 16196 Date 2-8-2018
Sold To M.S. C. Sreenivasulu & C. Sathyanandam
For Whom Weizmann Ltd Bombay


CC 693308
K. VENKATASIVA REDDY
Licenced Stamp Vendor
L.No. 12-04-002/1999
R.L. No. 12-04-006/2017
DHARMAVARAM.
Cell 9441191208

Amendment dated 4-8-2018 entered between APSPDCL and M/s. Weizmann Limited, to the power Purchase Agreement (PPA) dated 07.09.1995 entered between APTRANSCO and M/s. Weizmann Limited for 3 MW Phase-I

- (1) Where as, the Power Purchase Agreement dated.07.09.1995 was entered into (here in after referred to as "Agreement) between M/s. **Weizmann Limited** and APTRANSCO in respect of 3 MW (Phase-I) Capacity wind power project at Ramagiri/ Tallimadugula in Anantapuram District, Andhra Pradesh. COD was declared on 13.09.1995 and this Agreement is valid as per Article 7 of PPA up to 12.09.2015.
- (2) .Whereas, the Government of A.P. in G.O.Ms.No. 58. Energy (Power-III) dated 7.6.2005 has ordered transfer of bulk supply undertaking and power purchase agreements from Transmission Corporation of

For WEIZMANN LTD.,


Authorised Signatory


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

Andhra Pradesh Limited (APTRANSCO) to four (4) Distribution companies (DISCOMs) in terms of Electricity Act, 2003. Accordingly, the power purchase agreements held by APTRANSCO have been allocated to DISCOMs. The subject PPA stands transferred to APSPDCL (being assignee of APTRANSCO) consequent to bifurcation of state.

- (3) Whereas in the reference letter dated 06.11.2017, M/s. Weizmann Limited has requested to extend the Power Purchase Agreement for a further period of 10 years i.e., upto 12.09.2025.
- (4) Whereas, in the reference vide Note No. CMD/PS/M/33/2017, dt. 28.12.2017 Minutes of the APPCC meeting held on 20.12.2017 the APPCC has accorded approval for extension of PPA for a period of 10 years from the date of expiry of the existing Agreement with necessary changes in the agreement where ever necessary and informed the following.
- a. The tariff for delivered energy shall be paid @ Rs.2.23 paisa per unit (Including taxes and duties)
 - b. The PPA period shall be extended for 10 years, subject to the consent of APERC as per the article 7 of existing agreement (PPA dated 07.09.1995).
- (5). Whereas, the Hon'ble APERC has accorded approval for purchase of power from M/s. Weizmann Ltd vide Lr.No. APERC/JD(P&PP)/DD(P&PP) / F.No.1151/ D.No.519/18, dt.20.6.2018 keeping in view of the APTEL order dt. 1.2.2018 in I.A.No. 72 of 2018 in Appeal No.119 of 2017.
- (6).Whereas, as per APPCC approval Note dt. 20.12.2017 and Hon'ble APERC approval dt.20.6.2018, the APSPDCL has considered the

For WEIZMANN LTD.,


Authorized Signatory



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

request of M/s. Weizmann Limited. The duration of the Agreement Period is hereby extended for a further period of Ten years with effect from 13.09.2015 and up to 12.09.2025 and it is deemed to have been extended up to 12.09.2025.

- (7) The amendment is carried out to the articles mentioned in Annexure i.e., for Articles 1.1 (iv) ,1.1(vi), 1.1 (xiv) of PWA, 3.2, 3.3, 3.4, 5.1 & 6.1, of the agreement.
- (8) The amendment as mentioned in the Para No. 6 above and in the appendix, shall be deemed to have been made from the 13.09.2015. The other terms and conditions of the agreement remain unaltered.
- (9) The Agreement including this amendment is enforceable subject to obtaining the consent of Andhra Pradesh Electricity Regulatory Commission under section 21 of A.P. Electricity Reform Act 1998.

For WEIZMANN LTD.,

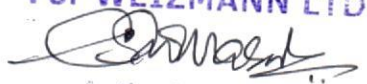

Authorized Signatory



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

APPENDIX

Article No.	Existing	Amendment (Shall be read in place of existing Articles)
Article 1.1. (iv)	<p>Delivered Energy: Means the kilo watt hours of electrical energy generated by the wind farm and actually fed into the Board's grid in a billing month as measured by the energy meters at the interconnection point after deducting there from, the energy supplied by the Board to the Wind farm, as similarly measured from the same billing month.</p> <p>Explanation 1: For the purpose of clarification, delivered energy means all energy generated by the Wind Farm and excludes all energy consumed in the wind farm by the auxiliary equipment, lighting or other loads of the wind farm out of its generation.</p>	<p>Develivered Energy : means, with respect to any Billing Month, the kilo watt hours (kwh) of electrical energy generated by the Project and delivered to the APTRANSCO at the Interconnection Point i.e., at 220/33 KV Ramagiri SS . The delivered energy will be equal to the units exported at the project switch yard Minus (-) losses approved by APERC for 33 KV voltage level i.e., 3.8% since it is a multiple developers Project connected to designated substation.</p>
1.1 (vi)	<p>Interconnection point means the point or points where the project and the 33 KV ring mains of the Board are connected through 33 KV breaker/breakers.</p>	<p>Interconnection point means the point or points where the project and the APTRANSCO's grid system are interconnected.</p>
Article 1.1 (xiv) of PWA	<p>Surcharge on Reactive power drawn by Wind Farms means the charges leviabale on the reactive power drawn by Wind Electric Power Farms at the rate of 10 Paise (Ten Paise only) per unit of reactive energy drawn from Board's grid.</p> <p>Explanation 1 : Induction generators used in Wind Electric Power Farms draw reactive power from Board's grid during generator mode and motor mode.</p> <p>Explanation 2 : Surcharge on reactive power drawn by Wind Farms will include in Current Consumption bills served on scheduled consumers using delivered energy for captive consumption in addition to low power factor surcharge, if any,</p>	<p>Surcharge on Reactive Power drawn by Wind Farms: means the charges leviabale on the reactive power drawn by Wind Farms at the rate of 25 paise (twenty five paise) per KVARh of reactive energy drawn from grid upto 10% of net active energy generated and 50 paise per KVARh for total drawl if reactive energy drawn is more than 10% of net active energy generated. The above mentioned rates are subject to revision as per APERC orders from time to time. The reactive power drawn</p>

For WEIZMANN LTD.,


Authorized Signatory



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

	<p>leviable.</p> <p>Explanation 3 : Surcharge on reactive power drawn by Wind Farms will be levied on the developer instead on scheduled consumers in case of third party sale.</p>	<p>as recorded by meters at interconnection point includes the reactive power drawn by all the Wind Power Producers in the cluster. As such the reactive power recorded by the meters at the interconnection point shall be shared by all the individual power producers in the ratio of the reactive energy drawn by them individually.</p> <p>Explanation 1: Induction generators used in Wind Farms draw reactive power from grid during generator mode and motor mode.</p> <p>Explanation 2: Surcharge on reactive power drawn by Wind Farms will be levied on the Wind Power Producer.</p> <p>It is here by accepted for levying surcharge on reactive power draws by the generation in accordance to the above.</p>
Article 3.2	<p>The company shall be paid. Tariff for the energy delivered at the interconnection point at Rs.2.25 as per unit for a period upto the end of one year from the date of Commercial operation of the last of the wind mills of the project. The price is firm to be paid in rupees only, but is subject to annual escalation from the second and subsequent years after the date of commercial operation of the last of wind mills of then project, in accordance with the following formula.</p> $Tr = To \left[1 + \frac{(11 \div 10)r}{100} \right]$	<p>The Wind power producer shall be paid tariff for Energy Delivered at the interconnection point for sale to discom, which shall be firm at Rs. 2.23 paise per unit (including taxes and duties) for a period of 10 years i.e., from 13.09.2015 to 12.09.2025.</p>

For WEIZMANN LTD.,



Authorised Signatory




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

	Where TO= Rs.2.25 Tr = Tariff for the (r+1)th year	
Article 3.3	The tariff is inclusive of all Taxes, duties and levies.	The tariff is inclusive of all Taxes, duties and levies. All future increase in taxes, duties and levies is to be born by the wind power producer.
Article 3.4	The tariff indicated in Article 3.2 shall be in force for a period of five years from the date of commercial operation of the last wind mills of the project and is to be decided at mutually agreed rate for the rest of the duration of the Agreement after fifth year.	The tariff indicated in Article 3.2 is for a period of 10 years i.e., from 13.09.2015 to 12.09.2025.
Article 5.1	Main Energy meters of 0.5 class accuracy shall be installed at the highest H.T. transformation of each Wind Farm by the company and check meters at the same point and of the same accuracy shall be installed by the Board. Each of these will be a pair of a Export and Import Meters.	The Wind Power Producer shall install main meters of Static type 0.2 / 0.2S class accuracy at the Metering Point and the DISCOM shall install check meters of Static type at the same point and of the same accuracy. The main meters and check meters will each consist of a pair of export and import meters with facility for recording meter readings using Meter Recording Instrument. For the purpose of uniformity the Wind Power Producer shall follow metering specifications as notified by the DISCOM from time to time.
Article 6.1	This agreement shall become effective upon the execution and delivered thereof between the parties hereto and shall be in force for such further period and on such terms and conditions as may be mutually agreed upon between the parties, 90 days prior to the expiry of the said period of twenty years.	The Agreement shall be effective upon its execution and delivery there of between parties hither to and shall continue in force for a period of 10 years i.e., from 13.09.2015 to 12.09.2025.

For WEIZMANN LTD.,


Authorised Signatory


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



ANDHRA PRADESH ELECTRICITY REGULATORY COMMISSION

From
Secretary (i/c),
11-4-660, 4th Floor,
Singareni Bhavan,
Red Hills, Lakdikapool,
Hyderabad - 500 004.

To
The Chief General Manager,
P&MM & IPC, APSPDCL,
19-13-65/A, Raghavendra Nagar,
Kesavayana Gunta, Tiruchanoor Road,
Tirupati-517 501.

SE/CIVIL	Lr.No. APERC/JD(P&PP)/DD(P&PP)/F.No.1151/D.No.519/2018, Dt.20-06-2018.
GM/P	Sir,
GM/IPC	✓
Chief General Manager P&MM&IPC	

Sub:- APERC-Wind Power Projects- Extension of PPAs dated 7.09.1995 and 29.10.1995 of M/s Weizmann Limited-Approval-Reg.

Ref:- 1.Lr.No.APERC/Secy/F.No.S-87/2017 dt.19-12-2017.

2.Lr.No.APSPDCL/TPT/GM/IPC/F.No.379/D.No.185/2017dt.07.03.18.

With reference to your letter cited (2nd) above and the circumstances mentioned therein, I am directed to communicate Commission's approval for purchase of power from M/s Weizmann Limited keeping in view the APTEL order dated 01-02-2018 in I.A.No.72 of 2018 in Appeal No.119 of 2017 permitting the appellant to withdraw the appeal in terms of the letter dated 04-01-2018 of the APPCC.

The Power Purchase Agreement(s) drawn up strictly in line with the orders of APTEL based on the commitment given by APPCC vide its letter dated 04-01-2018, in the circumstances, may be submitted in the Commission to facilitate further process in according consent under section 21 (4) (b) of the A.P. Electricity Reform Act, 1998 and read with section 86 (1) (b) of Electricity Act, 2003.

Yours faithfully,

[Signature]
20.6.2018

Secretary (i/c)

*AE/PPA
K
a/7*

*urgent
APSPDCL
① pl. dis. cum
② in view of order
u/7*



S.No. 10658 Date 5/9/95 Rs. 100/-

Sold to Mr. S. Parvath narthan of Nalham

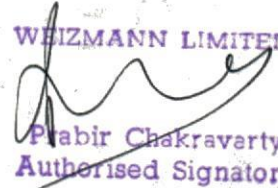
For whom Weizmann Ltd. Bombay 400 002

Stamp
Jinga Reddy

**REVISED WIND POWER PURCHASE AGREEMENT
BETWEEN
ANDHRA PRADESH STATE ELECTRICITY BOARD AND
M/s. WEIZMANN LIMITED**


This Power Purchase Agreement entered into this 7th day of SEPTEMBER 1995, between Andhra Pradesh State Electricity Board, constituted under the Indian Electricity (Supply) Act, 1948, having its office at Vidyut Soudha, Hyderabad, India, hereinafter referred to as the 'Board' (which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) as first party, and M/s. Weizmann Limited, a company incorporated under Indian Company's Act, 1956, having its registered office at 26, Gobind Mahal, 86 B, Netaji Subhash Road, BOMBAY - 400 002, hereinafter referred to as the 'Company' (which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) as second party;


J. PARTHASARATHY
CHAIRMAN
A.P. STATE ELECTRICITY BOARD
VIDYUT SOUDHA, HYDERABAD - 500 049
INDIA

For WEIZMANN LIMITED

Prabir Chakraverty
Authorised Signatory

Whereas, the Company has proposed to construct and operate the Wind Electric Power farms as detailed in schedule 1 attached herewith, hereinafter called the Project, strictly in conformity with all Indian Laws, Rules, Regulations, and Orders having the force of law, and the Non-Conventional Energy Development Corporation of Andhra Pradesh Ltd., hereinafter referred to as NEDCAP has consented to the said proposal in their letter NEDCAP/WE/1417/10/94/1702, dated 13.12.1994, copy whereof is attached herewith as schedule 2.

Now, therefore, in consideration of the premises and mutual covenants and conditions set forth herein, it is hereby agreed by and between the parties hereto as follows:


J. PARTHASARATHY
CHAIRMAN
A.P. STATE ELECTRICITY BOARD
VIDYUT SQUADRA, HYDERABAD - 500 049
INDIA.

For WEIZMANN LIMITED


Prabir Chakravarty
Authorised Signatory



37150

AP 23 IF

RV. W/L

27394 22/7/98 100/-
 S.No. ...
 Sold to ... K.V. Gupta
 S/o. W/o. D/o. K.V.N. Chetty
 For Whom M/s Weizmann Ltd.

P. Hedy
 Bombay

Smt R. Vijaya Lakshmi
 Stamp Vender L.No. 51/90 R.L.No. 25/90
 H.No. 7-1-621/287, S.R. Nagar,
 HYDERABAD-500 038.

For the existing Schedule 1, the following shall be substituted, namely:-

SCHEDULE 1
Particulars of the Project
(Referred to in the Preamble to the Agreement)

Sl. No.	Name of Wind Farm	Location of Wind Farm	Unit Capacity	No. of Units	Total Capacity
(1)	M/s Weizmann Ltd., Phase-I	Tallimadugula, Kanaganapalli Mandal, Anantapur Dist.	500 KW NEDWIND make	5	2500 KW
			250 KW NEDWIND make	2	500 KW
			Total		3000 KW 3 MW

P. POORNACHANDRA RAO
 CHIEF ENGINEER (IPC)
 P. S. E. B., Vidyut Soudha,
 HYDERABAD-500 049.

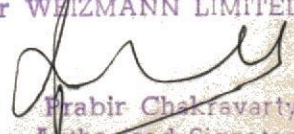
FOR WEIZMANN LTD.

(Signature) 05.08.98
 Authorised Signatory

case of any bill for any Billing Month, shall be 30 days from the Metering date; (B) in the case of any supplemental or other bill, shall be 30 days from the date of its presentation to the designated officer of the Board.


- vi) **Interconnection point:** means the point or points where the Project and the 33 KV ring mains of the Board are connected through 33 KV breaker/breakers.
- vii) **Interconnection facilities:** means all the facilities to be installed by the developer to establish the interconnection point to enable the Board to receive the energy from the Project through 33 KV breaker/breakers in accordance with this agreement and includes the metering system, at the Wind Farm on 33 KV side.
- viii) **Installed Capacity:** means the total rated capacity in kilo watts of all the generators installed in the Wind Farm.
- ix) **Metering date:** means the midday of 24th of a calendar month.
- x) **O&M default:** means any default on the part of the Company to operate and maintain any of the Wind Farms at all or with due diligence during the period of availability of wind for generation, for a continuous period of 90 days.
- xi) **Project:** means one or more Wind Electric Power farms entrusted to the Company for construction and operation as detailed in Memorandum of Understanding entered into with Non-Conventional Energy Development Corporation of Andhra Pradesh Limited hereinafter referred to as NEDCAP as shown in schedule 3 attached herewith and includes the metering system.
- xii) **Project award:** means the consent accorded by the GOAP/NEDCAP to the proposal of the Company to construct and operate the Wind farms of

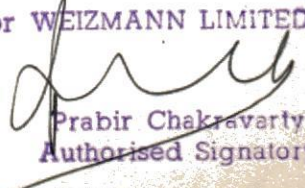

J. PARTHASARATHY
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INDIA.

For WEIZMANN LIMITED

Prabir Chakravarty
Authorised Signatory

the Project contained in the letter at schedule 2.

- xiii) **Scheduled date of commencement:** means the date on which the physical work at the site of any Wind Farm is actually started after completion of the financial tie-up, technical investigations, designs and engineering, ordering of equipment, finalisation of construction contract and obtaining all statutory or other approvals, clearances and licences, necessary for such start up and such date shall be six months from the date of MOU with NEDCAP subject to due extension granted by GOAP/NEDCAP for delays occurring due to circumstances beyond the control of the developer.
- xiv) **Scheduled date of completion:** means date on which any unit of the Project is scheduled to deliver energy to the Board for wheeling after completing all the required tests, and shall be one year for smaller projects where the installed capacity of the project does not exceed 20 MW and two years in other cases, computed from the date of taking possession of the land applicable for the last of units of the Project; subject to due extensions granted by GOAP/NEDCAP for delays occurring due to circumstances beyond control of the developer
- xv) **Tariff Period:** means, each period of one year from the date of commercial operation of the last unit.
- xvi) **Unit:** When used in relation to the generating equipment, means one set of Wind turbine-generator and auxiliary equipment, Wind mills and facilities forming part of the Project - and when used in relation to electrical energy, means one Kilo watt Hour (KWH).
- xvii) **Voltage of delivery :** means the voltage at which the electrical energy generated by the Project is required to be delivered to the Board at the interconnection point, and shall be 33 kilo volts only irrespective of the installed capacity of the Project.

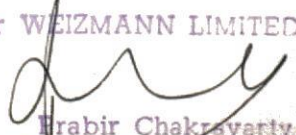

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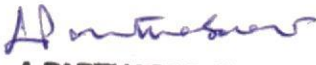
- xiii) **Scheduled date of commencement:** means the date on which the physical work at the site of any Wind Farm is actually started after completion of the financial tie-up, technical investigations, designs and engineering, ordering of equipment, finalisation of construction contract and obtaining all statutory or other approvals, clearances and licences, necessary for such start up and such date shall be six months from the date of MOU with NEDCAP subject to due extension granted by GOAP/NEDCAP for delays occurring due to circumstances beyond the control of the developer.
- xiv) **Scheduled date of completion:** means date on which any unit of the Project is scheduled to deliver energy to the Board for wheeling after completing all the required tests, and shall be one year for smaller projects where the installed capacity of the project does not exceed 20 MW and two years in other cases, computed from the date of taking possession of the land applicable for the last of units of the Project; subject to due extensions granted by GOAP/NEDCAP for delays occurring due to circumstances beyond control of the developer
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- xvii) **Voltage of delivery :** means the voltage at which the electrical energy generated by the Project is required to be delivered to the Board at the interconnection point, and shall be 33 kilo volts only irrespective of the installed capacity of the Project.

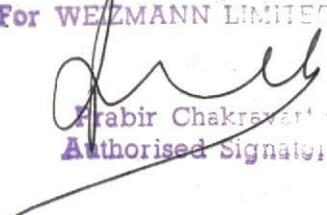

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xviii) **Wind farm:** means one or more Wind electric power generators entrusted to the Company for construction and operation and includes all land, buildings, plant, equipment, material, Wind mills, switch gear, transformers, protection equipment and the like necessary to deliver the electrical energy of the Wind farm to the Board at the interconnection point for purchase by the Board.

1.2 All other words and expressions, used herein and not defined herein but defined in the Indian Electricity (Supply) Act 1948, shall have the meanings respectively, assigned to them in the said Act.



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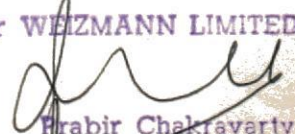
For WEIZMANN LIMITED

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ARTICLE 2

CONSTRUCTION AND OPERATION


- 2.1 The Company shall complete the construction of all the Wind Electric Power Generators of the Project before the *scheduled date of completion*.
- 2.2 For the purpose of such completion, the company shall take all necessary steps including, without limitation.
- (i) procurement of all land by purchase, acquisition, lease or otherwise.
 - (ii) obtaining all approvals, statutory or otherwise, required to execute and operate the project;
 - (iii) Arranging and obtaining the necessary finances, including any rebates, concessions or subsidies, in due time for the timely completion of the *project* and to efficiently operate the project.
 - (iv) Procuring the necessary equipment from reputed manufacturers, arranging the erection, testing, commissioning thereof, including all works, auxiliaries, or other facilities in connection therewith and obtaining necessary technical approval for running the project.
 - (v) arranging competent technical personnel for operation and maintenance of all the Wind Farms of the project.
 - (vi) causing minimum interruptions to grid supply by providing necessary protection and switch-gear equipment duly co-ordinating with the Board's equipment.
- 2.3 If the company does not commence the construction of any of the Wind Electric Generators of the project before the *schedule date of commencement the*



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conditions stipulated in clause 11 of MOU between the NEDCAP and Company shall apply, unless the said date of commencement is extended by NEDCAP/GOAP.

- 2.4 The Board or GOAP or NEDCAP shall not, in any way, be liable for any damages for any loss, whatsoever, arising from such action to rescind the *project award* under clause 2.3 above, notwithstanding anything contained anywhere else in this agreement or any other agreement between the parties or the MOU.
- 2.5 The GOAP/NEDCAP reserves the right to make a fresh *project award* of the project or such portion thereof as was rescinded under clause 2.3 above, to any other entrepreneur or undertake the construction and operation thereof by itself or by the Board.
- 2.6.1 Subject to Force Majeure, if the company commits a *construction default*, before the *schedule date of completion* thereof NEDCAP shall take necessary action deemed fit as indicated in clause 12 of MOU or any *O&M default*, thereafter, Board may, after giving a notice of 90 days, refer the matter to arbitrators as envisaged in the arbitration clause under Article 9 and should there be an award concluding that there was such a default warranting such take-over of the project by the Board, the Board may take over all the assets of the power house of the project, and the quantum of compensation to be paid to the company shall be as determined in the said award, on the basis of the principles indicated in Article 2.6.2.
- 2.6.2 The compensation payable by the Board under Article 2.6.1 shall be computed as the net book value of the assets of the project, worked out as the original historical


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cost reduced by accumulated depreciation upto the date of such determination, such depreciation being based on the rates of depreciation prescribed in the Indian Company's Act, 1956.

2.6.3 On payment by the Board, to the Company, of the said compensation, the right, title and interest in the project and all the assets including land, buildings, plant, machinery, equipment, etc., shall vest in the Board free from all encumbrances whatsoever.

2.7 **The company shall be responsible:**

- i) for the proper maintenance of the Wind farms of the project in accordance with established prudent utility practices.
- ii) for the operation, maintenance, overhaul of the plant, equipment, works, switch yard and transmission lines and equipment upto the *interconnection point*, of all the Wind Farms of the project in close co-ordination with the Board.
- iii) for making all payments on account of any taxes, cesses, duties, or levies imposed by any Government or competent statutory authority on the land, equipment, material or works of the project or on the energy generated or consumed by the project or the company or on the income or assets of the Company.
- iv) for obtaining necessary licences for operation of the project and sale or transfer of energy there from under the provision of the relevant laws, prior to the *schedule date of completion* of the first unit of each Wind Farm.
- (v) for interfacing the Wind Farm with the A.P.S.E. Board Grid at 33 KV. The entire cost of interfacing of the Wind Electric Generators with the Board's Grid including the cost of facilities at the proposed 220/33 KV substation



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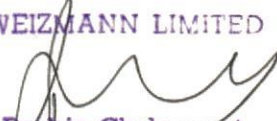
For WEIMANN LIMITED

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at Ramagiri and related works, Transformers, protection, metering equipment, and also 33 KV Ring mains from the substation to the wind farms would have to be borne by the developers on pro-rata basis of the capacity allocated in KWs for which the Company shall deposit with the Board non-refundable charges in full computed at Rs 1500 (Rupees fifteen hundred only) per kilo watt of the installed capacity of the project, as against the capacity sanctioned. The developmental charges may be permitted to be paid in instalments as mutually agreed.

2.8 The Board agrees :

- i) to make all reasonable efforts for making arrangements for evacuation of power at the proposed 220/33 KV Sub-station at Ramagiri for each of the Wind power farms to be completed prior to the schedule date of completion of the said Wind Farm.
- ii) that there is no objection to the Company applying to the Government of Andhra Pradesh for permission to use the energy for its captive use out of the energy proposed for sale to Board, and for third party sale, subject to the provisions made in Article 3 of the Power Wheeling Agreement. The third party sale will be permitted with the rates as fixed by the Government of Andhra Pradesh, subject to having only 5 scheduled consumers per MW capacity.


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ARTICLE - 3 TARIFF


- 3.1) Subject to the provisions of this said agreement, the Company shall supply and Board shall purchase, the entire delivered energy generated by the project at the tariff indicated in Article 3.2 from and after the date of commercial operation of the first unit of the project.
- 3.2) The Company shall be paid the tariff for the energy delivered at the interconnection point at Rs.2.25 ps per unit for a period upto the end of one year from the date of commercial operation of the last of the Wind mills of the project. The price is firm to be paid in rupees only, but is subject to annual escalation from the second and subsequent years after the date of commercial operation of the last of the Wind mills of the project, in accordance with the following formula.

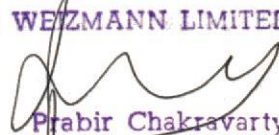
$$T_r = T_0 \left[1 + \frac{(11 \div 10)^y}{100} \right]$$

Where $T_0 = \text{Rs.2.25}$

$T_r = \text{Tariff for the } (r+1)^{\text{th}} \text{ year}$


- 3.3) The tariff is inclusive of all taxes, duties and levies.
- 3.4) The tariff indicated in Article 3.2 shall be in force for a period of five years from the date of commercial operation of the last wind mills of the project and is to be decided at a mutually agreed rate for the rest of the duration of the Agreement after fifth year.

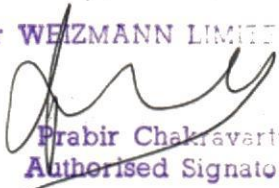

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Due Date of Payment and when such direct payment is made for the full amount of the bill, the Company shall not present the same bill to the Scheduled Bank against the Letter of Credit.

- 4.4.1 **Letter of Credit:** On or before the date which shall be 15 days prior to the Scheduled Date of Completion of the first Unit, and at all times thereafter, the Board shall cause to be in effect 15 days prior to the due date of payment, a Letter of Credit issued in favour of the Company by a Scheduled Bank. The Letter of Credit shall be for an amount equal to the anticipated amount of the bill for the billing month, based on the energy programme reasonably assessed by the Company in advance for the billing month, and communicated to the Board.
- 4.4.2 The Company may draw upon the Letter of Credit for paying itself the monthly or supplemental bills, subject to Article 4.3.
- 4.4.3 For payment of tariff bills (excluding supplementary bills) either through LC or Direct payment on the due date of payment, a rebate of 1% shall be allowed. Any payment made beyond the due date of payment shall carry interest at a rate of 14 % per annum.



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ARTICLE - 5

METERING AND PROTECTION


- 5.1 Main Energy Meters of 0.5 class accuracy shall be installed at the highest H.T transformation of each Wind Farm by the company and check meters at the same point and of the same accuracy shall be installed by the Board. Each of these will be a pair of a Export and Import Meters.
- 5.2 All the meters shall be jointly inspected and sealed on behalf of both parties and shall not be interfered with except in the presence of the representatives of both parties.
- 5.3 All meters shall be checked for accuracy quarterly by both parties and shall be treated as working satisfactorily so long as the errors are within the limits prescribed for meters of the class.
- Meter readings of the main meters will form the basis of determining the *delivered energy*, so long as the quarterly checks thereof are within the prescribed limit. If the check meter/meters are found to be defective during the quarterly checks they will be immediately calibrated.
- 5.4 Where the quarterly check indicates errors in the main meter/meters beyond limit but no such error is noticed in the check meters, *delivered energy* for the month will be determined on the basis of check meter/meters and the main meters will be calibrated immediately.
- 5.5 If during the quarterly test checks, both the main meters and the corresponding check meters are found to be beyond permissible limits of error, both the meters shall be immediately calibrated and the correction applied to the consumption registered by the main meter to arrive at the correct *delivered energy* for billing purposes for the

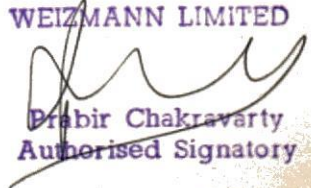

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period of the month upto the time of such test check, computation of *delivered energy* for the period thereafter till the next monthly meter reading shall be as per the calibrated main meter.


- 5.6 All the main and check meters shall be calibrated once in every six months jointly by both parties i.e., January and July irrespective of the calibrations that might have been done where necessary, during the quarterly checks. It shall be the endeavour of both the parties that recalibration is done as often as possible and the errors are adjusted as close to Zero as possible.
- 5.7 If the errors found at the time of half yearly calibration are beyond permissible limits, the same procedures applicable to the quarterly test checks shall be followed.
- 5.8 Corrections in delivered energy billing, whenever necessary, shall be applicable to the period between the previous monthly meter reading and the date and time of the test calibration in the current month when the error is observed and this correction shall be for the full value of the absolute error. For the purpose of the correction to be applied, the meter shall be tested at 100,50,20 and 10 percent load at unity power factor and 0.5 power factor. Of these eight values, the error at the load and power factor nearest the average monthly load served at the point during the period shall be taken as the error to be applied for correction.
- 5.9 If both the main and check meters fail to record or if any of the PT fuses are blown out, then the energy will be computed on a mutually agreeable basis for that period of defect.


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- 5.10 For the purpose of test and calibration, the RSS meter shall be calibrated and sealed by the Chief Electrical Inspector to the Government of Andhra Pradesh (GOAP). This rotating sub-standard meter (RSS) shall be got calibrated once in every six months at the Chief Electrical Inspector's Laboratory of Andhra Pradesh.
- 5.11 All the tests on the main and check meters shall be conducted by the authorised MRT staff of both parties jointly with the staff and the results and correction so arrived at mutually will be applicable and binding on both the parties.
- 5.12 Monthly meter reading shall be taken by the authorised representatives of both the parties.
- 5.13 Starting current of the generator shall not exceed the full load current of the machine. Necessary current limiting devices shall be provided.
- 5.14 Auto-switched capacitor banks shall be used to maintain PF always above 0.85 leading.
- 5.15 Voltage regulation shall be such as to enable continued paralleling and synchronisation with the grid voltage at the point of interconnection.
- 5.16 Automatic switching off of the machines shall be provided in case Board supply fails.
- 5.17 Any change in rupturing capacity of switch-gear, settings of the relays etc., shall be subject to approval of the Board.



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5.18 Board is not responsible for damage to generator during parallel operation with grid.

5.19 Fluctuations and disturbances to the grid due to paralleling shall be avoided.

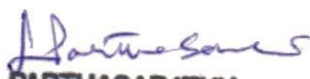
5.20 As the generators are bound to carry fault currents that may occur on the Board grid; adequate protection shall be provided to the generators and switch gear.

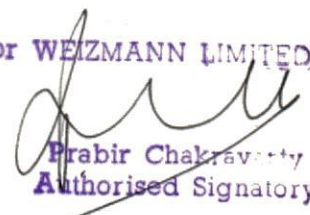

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ARTICLE 6
DURATION OF AGREEMENT

- 6.1 This agreement shall become effective upon the execution and delivery thereof between the parties hereto and shall be in force for a period of twenty years from the scheduled date of completion and may be renewed for such further period and on such terms and conditions as may be mutually agreed upon between the parties, 90 days prior to the expiry of the said period of twenty years.


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ARTICLE - 7

FORCE MAJEURE

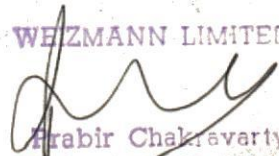
7.1 Both the parties shall ensure compliance with the terms of this Agreement. However subject to the other provisions of the agreement, no party shall be liable for any claim for any loss, damage or compensation whatsoever arising out of failure to carry out the terms of this agreement on account of events such as rebellion, civil mutiny, commotion, riot, strike, lockout, fire, explosion, flood, cyclone, lightning, earthquake or other forces, accident or any cause beyond the control of the party or act of God or due to any restraints, or regulation of any State or Central Government or statutory authority. But any party claiming the benefit of this clause shall formally notify in writing and satisfy the other party of the existence of such an event and shall make its best endeavour to resume performing its normal obligations, as soon as possible after the cessation of such force majeure event.

7.2 Notification obligations:

- a) The party claiming Force Majeure shall give notice to the other party of any event of Force Majeure as soon as reasonably practicable, but not later than five (5) days after the date on which such party knew or should reasonably have known of the commencement of the event of Force majeure. Notwithstanding the above, if the event of Force Majeure results in a break down of communications rendering it not reasonably practicable to give notice within the applicable time limit specified herein, then the party claiming Force Majeure shall give such notice as soon as reasonably practicable after the reinstatement of communications, but not later than seven (7) days after such reinstatement.
- b) The party claiming Force Majeure shall give notice to the other party of (i) the cessation of the relevant event of Force Majeure and (ii) the cessation



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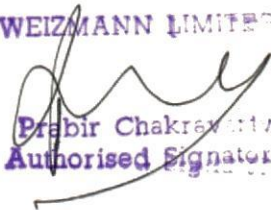
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of the effect of such party of its rights or the performance by it of its obligations under this Agreement as soon as practicable after become aware of each of (i) and (ii) above.

- 7.3 **Duty to Mitigate:** The parties shall use their reasonable efforts to mitigate the effects of any event of Force Majeure and to co-operate to develop and implement a plan of remedial and reasonable alternative measures to remove the event of Force Majeure; provided, however, that no party shall be required under this provision, to settle any strike or other labour dispute on terms it considers to be unfavourable to it.


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ARTICLE - 8

NOTICES


- 8.1 Except as otherwise expressly provided in this agreement, all notices or other communications which are required to be permitted hereunder shall be in writing and sufficient if delivered personally or sent by registered or certified mail, telecopies, telex or telegram addressed as follows:

If to the Company:

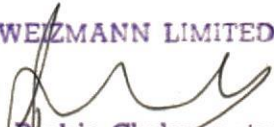
Attention : Mr. CHETAN D. MEHRA
Telex No : 011 - 82496 CRAJIN
Telecopies No : 022 - 2063272
Telephone : 2037333, 2037394

If to the Board

Attention : Chairman, APSEB
Telex No : 0425 - 6318
Telecopies No : 040 - 393317
Telephone : 040 - 391174



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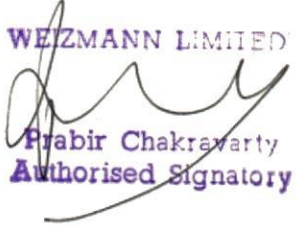
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All notices or communications given by telecopies, telex or telegram shall be confirmed by depositing a copy of the same in the post office in an envelope properly addressed to the appropriate party for delivery by registered or certified mail. All notices shall be deemed delivered upon receipt.


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



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ARTICLE 9
ARBITRATION


9. In case of any disagreement, dispute, controversy, or claim arising out of or relating to this agreement or interpretation hereof, or any arrangements relating hereto, or contemplated herein, either party shall give to the other written notice, setting out such disputes or differences, and within 15 days of receipt of such notice by the relevant parties, best endeavour shall be made to resolve the disputes, and if the parties fail to resolve the disputes, within 60 days such differences or disputes shall be submitted to arbitration for resolving the disputes as per the provisions of the India Arbitration Act, 1940.

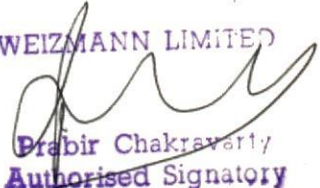

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INDIA.

For WEIZMANN LIMITED

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Authorised Signatory

ARTICLE 10
SPECIAL PROVISIONS

- 10.1 Any variation waiver or modification of any of the terms of this Agreement shall be valid only if communicated in writing and signed by or on behalf of the parties hereto.
- 10.2 The invalidity or unenforceability for any reason of any part of this agreement shall not prejudice or affect the validity or enforceability of the remainder.
- 10.3 The parties, to this Agreement shall not assign or part with rights and obligations under this Agreement to any third party without the prior approval in writing of both the parties and such approval shall not be unreasonably delayed or withheld, without any valid reasons.
- 10.4 The failure of any party to insist in one or more instances upon the strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as waiver of any such provisions or relinquishment of any such rights but the same shall continue in full force and effect.


J. PARTHASARATHY
CHAIRMAN
A.P. STATE ELECTRICITY BOARD
VIDYUT SOUDHA, HYDERABAD - 500 049
INDIA

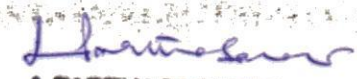
For WEIZMANN LIMITED

Prabir Chakraverty
Authorised Signatory

10.5 Unless the context otherwise requires, every arrangement, procedure or any other matter which is, under any of the provisions of this agreement, required to be mutually agreed upon between the parties, shall be concluded by a written agreement between the parties not later than the date specified in the concerned clause of this agreement and where no such date has been specified, not later than the date of financial closing.

FOR AND ON BEHALF OF
ANDHRA PRADESH STATE ELECTRICITY BOARD


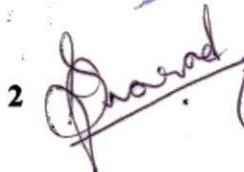
WITNESSES

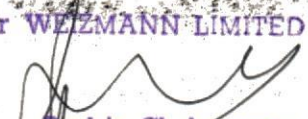
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J. PARTHASARATHY
CHAIRMAN
A.P. STATE ELECTRICITY BOARD
VIDYUT SOUDHA, HYDERABAD - 500 049
INDIA

FOR AND ON BEHALF OF
M/s. WEIZMANN LIMITED

WITNESSES

1  (ARVIND MITTAL)
7.9.95
2  (S. SHIVA PRASAD)
7-9-95

For WEIZMANN LIMITED

Prabir Chakravarty
Authorised Signatory

SCHEDULE 1

Particulars of the Project

(Referred to in the preamble to the agreement)

Sl.No.	Name of Wind Farm	Location of Wind farm	Unit capacity	No of Units	Total Capacity
(1)	M/s.Weizmann Limited	Ramagiri	500 KW	5 Nos.,	2500 KW
(2)	-do-	-do-	250 KW	2 Nos.,	500 KW
				Total	3000 KW

J. Parthasarathy
J. PARTHASARATHY
 CHAIRMAN
 A.P. STATE ELECTRICITY BOARD
 VIDYUT SOUDHA, HYDERABAD
 INDIA.

For WEIZMANN LIMITED
Prabir Chakravarty
Prabir Chakravarty
 Authorised Signatory

Cancelled and Substituted at page 26 A on 5.8.98

P. PCornachandra Rao
P. PCORNACHANDRA RAO
 CHIEF ENGINEER (IPC)
 P S E B., Vidyut Soudha,
 HYDERABAD-500 049.

For WEIZMANN LTD.
Prabir Chakravarty
Prabir Chakravarty
 Authorised Signatory

SCHEDULE 2

Copy of Letter from NEDCAP to the Company

NON-CONVENTIONAL ENERGY DEVELOPMENT CORPORATION OF A.P. LTD.,
5-8-207/2, Pishah Complex, Nampally, Hyderabad - 500 001 (AP)

PROCEEDINGS

Ref : NEDCAP/WE/1417/10/94/1702

Dt : 13.12.1994

Sub:- Wind Power Project in Private Sector - Allotment orders -
Issued - Reg.

Ref:- 1) Your application for allotment of wind farm dated 20.9.94
2) G.O.Ms.No.64, dt. 29.3.1994 of E & F (RES) Dept.,
Govt. of A.P., Hyderabad
3) Approval accorded by the Board of NEDCAP in its meeting
held on 28.10.94

In the reference 1st cited, M/s.WEIZMANN LTD; Bombay applied for allotment of wind farm of 6 MW capacity at Ramagiri/MPR dam of Ananthapur district and Kakula konda of Chittoor District for generation of electric power on commercial basis.


In the reference 2nd cited, the State Government issued orders permitting NEDCAP to sanction wind power projects of capacity upto 20 MW.


The Board of NEDCAP in its meeting held on 28.10.94 has considered the application and sanction is accorded to M/s.WEIZMANN LTD, Bombay to set up 6 MW (Six Mega Watts only) capacity wind power project at Ramagiri, Ananthapur District.

M/s.WEIZMANN Ltd., is requested to enter into MOU with NEDCAP (Proforma enclosed) within 30 days from the date of issue of this letter, failing which the approval stands cancelled.

Sd/- T.V.Chowdary
Managing Director

To
M/s.WEIZMANN Ltd.,
26, Gobind Mahal,
86 B, Netaji Subhash Road,
Marine Drive,
BOMBAY - 400 002


J. PARTHASARATHY
CHAIRMAN
A.P. STATE ELECTRICITY BOARD
VIDYUT SOUDHA, HYDERABAD - 500 049
INDIA

For WEIZMANN LIMITED

Prabir Chakravarty
Authorised Signatory

Copy submitted to the Principal Secretary to Govt., E & F Department,
Govt. of A.P., Hyderabad

Copy to the Chairman, APSEB, Hyderabad

Copy to the Director (Power), MNES, Govt. of India, New Delhi


Copy to the District Collector, Ananthapur

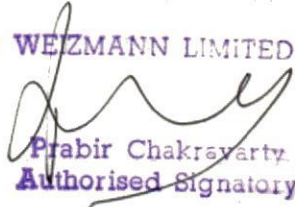
Copy to the District Manager, NEDCAP, Ananthapur

//F.B.O//

Sd/-

Asst. Manager (W.E)


J. PARTHASARATHY
CHAIRMAN
A.P. STATE ELECTRICITY BOARD
VIDYUT SOUDHA, HYDERABAD - 500 049
INDIA.

For WEIZMANN LIMITED

Prabir Chakravarty
Authorised Signatory

SCHEDULE 3

Memorandum of Understanding


This Memorandum of Understanding (MOU) is made this 14th day of December, 1994 between the Non-Conventional Energy Development Corporation of A.P. Ltd., (NEDCAP) represented by its Managing Director whose office shall include his successors, legal representatives and assignees etc. and M/s. WEIZMANN LIMITED called Company having registered office at 26, Gobind Mehal, 86 B Netaji Subash Road, Bombay - 2 which expression shall include its successors, legal representatives and assignees.


Whereas the Company has made an application dated 20.9.1994 to the Non-Conventional Energy Development Corporation of A.P. Ltd., (NEDCAP) to set up wind mills with capacity of 6 (six) MW for power generation at RAMAGIRI location for captive consumption and / or commercial.

And whereas NEDCAP has accorded permission to the company to set up 6 (Six) MW Wind farm project in private sector in Lr.No.NEDCAP/WE/1417/10/94/1702 dated 13.12.1994.

Now, therefore, it is hereby agreed by and between the parties hereto as under:

1. The Company shall make an application in the prescribed form to NEDCAP for the extend of the land required to set up the wind farm, keeping in view the capacity allocated.
2. On receipt of the application, the NEDCAP shall examine and decide actual requirement of the land for the capacity allocated and inform the company.
3. The NEDCAP is responsible only for allotment of Government lands at one or more places on lease. The Company shall enter into lease agreement with NEDCAP before taking possession of the Government land.
4. In the case of private lands, the company shall make its own arrangements.
5. The Company shall instal wind turbines, so as not to affect the performance of the other wind turbines and maintain safety standards in consultation with NEDCAP.
6. The Company shall enter into an agreement with APSEB for evacuation of power and is sale as per the terms and conditions mutually agreed upon.
7. The Company shall pay consultancy and service charges as mutually agreed upon between the parties, keeping in view the G.O.Ms.No.150 of EFES&T (RES) Department dated 30.5.92 and outlay of the project. The charges so arrived at shall be payable in two


J. PARTHASARATHY
CHAIRMAN
A.P. STATE ELECTRICITY BOARD
VIDYUT SOUDHA, HYDERABAD - 500 049
INDIA.

For WEIZMANN LIMITED

Prabir Chakravarty
Authorised Signatory

instalments as detailed below:-

i) 25% before entering into MOU

ii) Balance 75% as and when services rendered or before entering into land lease agreement whichever is earlier.

8. The company shall obtain all clearances necessary for installation of wind farms in accordance with statutory provisions, guidelines issued by Government of India and Government of Andhra Pradesh from time to time.

9. The Company shall complete the financial closing within a period of six months from the date of signing of the MOU or before such extensions as may be accepted and granted by NEDCAP 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.

10. The Company shall execute the project within one year / two years depending upon the capacity of the project from the date of taking possession of land. In the case of failure, the permission given is liable to be cancelled. The company shall provide an irrevocable bank guarantee to the tune of 0.75% of the total project cost towards performance guarantee for the completion of the project as per time - frame mutually agreed before entering into land lease agreement.

11. The Company shall take effective steps to incur atleast 10% of the total project cost within a period of six months / one year depending upon the outlay of the project from the date of taking possession of land. In the case of failure, all permissions including the allotment of land is liable for cancellation and bank guarantee above said will be encashed.

12. NEDCAP reserves the right to withdraw the approval, should there be any default in the execution of the terms of the MOU, after the reasons have been presented and accepted by both the parties, or referred to an arbitrator with mutual consent of both the parties. All disputes are subjected to the jurisdiction of Hyderabad only.

For M/s. WEIZMANN LTD

BOMBAY.

Sd/-


S. PARVATHINATHAN

For Non-Conventional Energy Development

Corporation of Andhra Pradesh Ltd

Sd/-

Managing Director


J. PARTHASARATHY
CHAIRMAN
A.P. STATE ELECTRICITY BOARD
VIDYUT SOUDHA, HYDERABAD - 500 049
INDIA.

For WEIZMANN LIMITED


Prabir Chakravarty
Authorised Signatory