



No 777..... Date 3.3.99 Rs. 50.....

Purchaser ... G.S.V. Prasad.....

S/o. W/o. D/o. G. Venkat Narayana

For Whom: Wescare Andia Ltd Hyd

M. Vijaya Kumar
M. VIJAYA KUMAR

STAMP VENDOR L. No. 3/99
Shop No. 4, Sharma Complex
Opp MODEL HOUSE
PANJAGUTTA, HYD - 500 432.

**WIND POWER WHEELING AGREEMENT
BETWEEN
TRANSMISSION CORPORATION OF ANDHRA PRADESH LIMITED AND
M/s WIND ENERGY SYSTEM CARE (INDIA) LIMITED**

This Power Wheeling Agreement entered into this ^{APRIL} ~~21st~~ day of ~~March~~ 1999, between Transmission Corporation of Andhra Pradesh Limited, incorporated by the Government of Andhra Pradesh in accordance with the Andhra Pradesh Electricity Reforms Act 1998 (Act No.30 of 1998), under the provisions of Companies Act, 1956 in place of Andhra Pradesh State Electricity Board, having its office at Vidyut Soudha, Hyderabad – 500 082, India, hereinafter referred to as the “APTRANSCO” (which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) as first party, and M/s Wind Energy System Care (India) Limited, a company incorporated under Indian Company's Act, 1956, having its registered office at Wescare Towers, Cenotaph Road, Teynampet, Chennai – 600 018, 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. Poorna Chander Rao
P. Poorna Chander Rao
Chief Engineer (IPC)
APTRANSCO, Vidyut Soudha,
HYDERABAD-500 082.

1
* and subsequently amended
through amendments dated
19-3-2001

Wind Energy System Care (India) Ltd.

G. Swan
G. Swan
Authorised Signatory

For WESCARE (INDIA) LIMITED.

A. V. Srinivas
A. V. Srinivas
Authorised Signatory

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



No. 226.....Date. 2.3.99...Rs. 50....

Purchaser. ... G.S.V. Prasad. ...

S/o. W/o. D/o. G. Venkat Narayana.

For Whom: ... Wescare India Ltd Hyd

M. Vijaya Kumar
M. VIJAYA KUMAR
 STAMP VENDOR L. No. 3/99
 Shop No. 4, Sharma Complex
 Opp MODEL HOUSE
 PANJAGUTTA, HYD-500 482.

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 Limited, Hyderabad hereinafter referred to as NEDCAP has consented to the said proposal in their Lr.No.NEDCAP/WE/3944/98/1715 dated 24.8.98, 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. Poorna Chander Rao
P. Poorna Chander Rao
 Chief Engineer (IPC)
 APTRANSCO, Vidyut Soudha,
 HYDERABAD-500 082

Wind Energy System Care (India) Ltd.

G. Swathi
Authorised Signatory

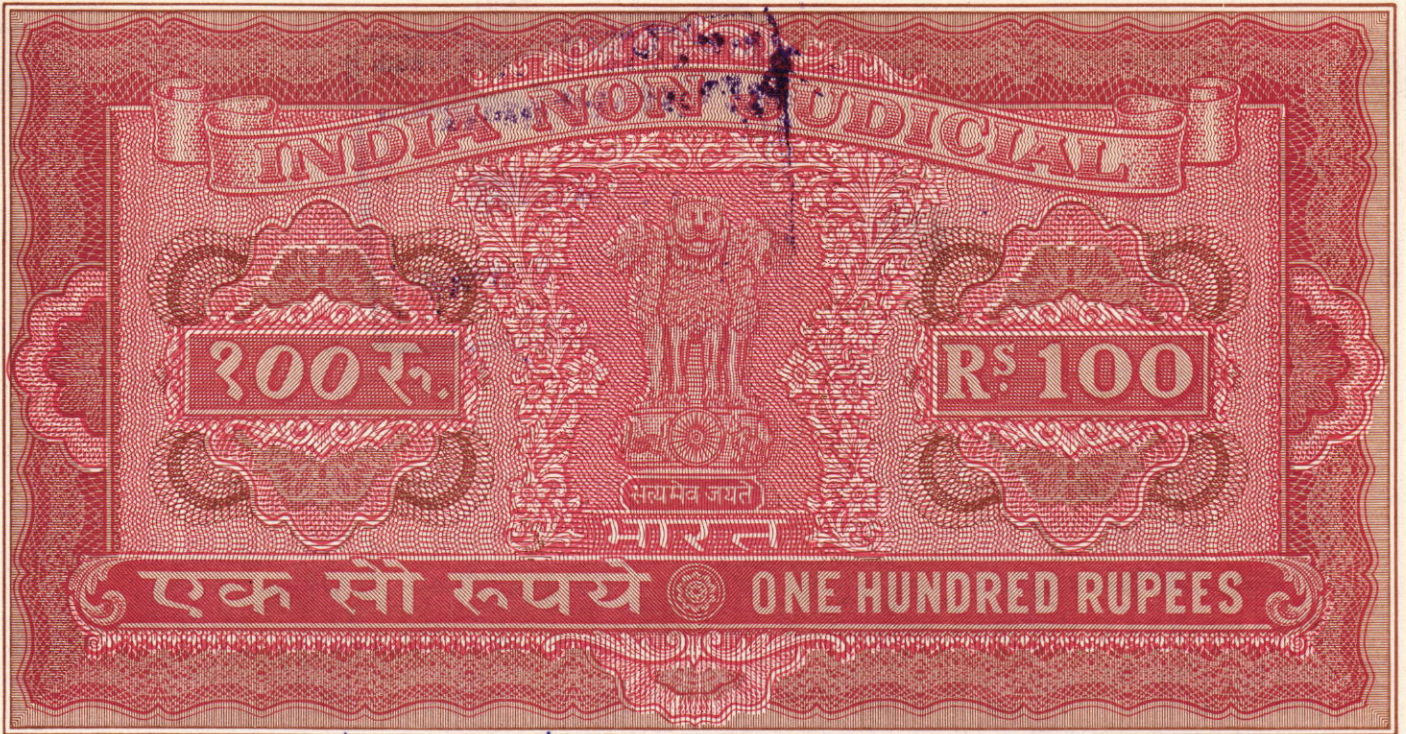


V. V. KUMAR

V. V. K. ...
 Director ...
 Ministry of ...

Whereas the Company has proposed to construct and generate wind electric power plants as detailed in Schedule I attached herewith hereinafter called the Project ...
 in conformity with the plan of action ...
 and the Non-conventional Energy Development Corporation of India ...
 it is hereby resolved that ...
 Schedule ...
 Now resolved in pursuance of the proposals and matters contained in ...
 P. Prasad Chandra Rao
 General Manager
 Ministry of ...

[Signature]
 Authorized Signatory
 Wind Energy System Co. (India) Ltd.



Sl. No. 22953 Date 4/11/2000 Vol 33775 AP. 231 N.
 Sold to... M.R. Jayakar
 S/O... M.N.S. Sarathy
 For whom Wescare (India) Ltd. (Hq/Chennai)
 S. ANJAMMA
 S.V.L. No 9/94/R/8/97/R/3/2000
 3-5-944, Kubera Towers
 Narayanguda, Hyderabad-29, Chennai

Amendment dt. 19th day of March, 2001 to the Wind Power Wheeling Agreement dt. 21.4.1999
 between

M/s Wind Energy System Care (India) Limited and APTRANSCO


- Whereas necessary Amendments to the Wind Power Wheeling Agreement dt. 21.4.99 herein after referred to as "WPWA" between M/s Wind Energy System Care (India) Limited and APTRANSCO, is made in view of the directions of APERC to amend the Agreement.
- Whereas APERC issued directions to incorporate certain changes in the Wind Power Wheeling & Purchase Agreements vide letter No. APERC/Secy/Dir-Engg/F.NC/Developers / D.No.1975/ 2000, dt.01.8.2000 copy where of is attached as Schedule-7 of the WPWA.

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

For WESCARE (INDIA) LIMITED.

G. V. ...
 Authorised Signatory

3. The Amendments to the Articles 1.1(xv), 1.2, 2.7, 2.18.2, 4.1(vi), 4.2(iv), 5, 9.1, 9.1(a) of the WPWA are incorporated at pages 2C, 2D and 2E of the WPWA.
4. Whereas the Wind Power Wheeling Agreement is in line with the incentives allowed in G.O.Ms.No.93 Energy (RES) Dept. dt.18.11.97 read with G.O.Ms.No.112 Energy (RES) Dept. dt.22.12.98, the incentives are available up to 17th November, 2000 only and the copies of the G.O.s are attached as Schedule 5 and 6 respectively. The incentives will be reviewed during November 2000 by Andhra Pradesh Electricity Regulatory Commission (APERC) and from 18.11.2000 the incentives will be applicable as per the Orders of APERC.
5. The Amendments as mentioned in the APPENDIX shall be deemed to have been made in the WPWA. The other terms and conditions of the WPWA remain unaltered.
6. The WPWA including these Amendments are enforceable subject to obtaining the consent of Andhra Pradesh Electricity Regulatory Commission under Section 21 of A.P. Electricity Reform Act, 1998 (Act No.30 of 1998).

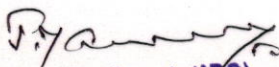

Chief Engineer (IPC)
APTRANSCO, Vidyut Soudha
HYDERABAD-500 082

For WESCARE (INDIA) LIMITED.


Authorised Signatory

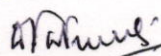
APPENDIX

Sl. No.	Article No.	Existing	Amendment (shall be read in place of existing Articles)
1.	1.1(XV)	<p>Schedule Consumer: means one or more High Tension Consumers of the APTRANSCO as detailed in the list at Schedule 4 attached to this agreement, to whom electrical energy from the Project is desired by the Company to be wheeled by the APTRANSCO, with prior approval of the APTRANSCO.</p> <p>Explanation 1: If such Schedule 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.</p> <p>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> <p>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 APTRANSCO and get approval. APTRANSCO accords such approval taking into system exigencies. APTRANSCO reserves the right to reject the revised list of Scheduled Consumers and decision of APTRANSCO in this regard is final. However, only two (2) amendments per Energy year to Schedule 4 of this Agreement shall be permitted in view of the work involved in billing.</p> <p>Explanation 4: Every such consumer shall be a H.T. Consumer located in the State of Andhra Pradesh receiving power from the APTRANSCO at 11 KV or above, and number of consumers is limited to five per MW.</p>	<p>Schedule Consumer: means the consumers of the APTRANSCO listed in Schedule 4 attached to this Agreement, receiving power from the APTRANSCO at a voltage of 11 Kilo volts (KV) and above; to whom wheeled energy is desired by the company to be wheeled by the APTRANSCO, as per the prior approval of the APTRANSCO.</p> <p>Explanation 1: If such Schedule Consumer is 100% owned by the company then the Schedule Consumer is captive consumer.</p> <p>Explanation 2: If such Schedule Consumer is not the captive consumer, the wheeling is considered as third party sales, subject to the condition as per Article 3.4 and Article 8.2(iv).</p> <p>Explanation 3: The APERC authorised APTRANSCO for making changes in the list of Scheduled Consumers under intimation to APERC. If the developer wants any change in the list of scheduled consumers, during the term of the Agreement, he shall submit such a list to APTRANSCO and get approval. APTRANSCO implements such approval taking into system exigencies. However only two (2) amendments per Tariff year to Schedule 4 of this Agreement shall be permitted in view of the work involved in billing.</p> <p>Explanation 4: Every such consumer shall be a H.T. Consumer located in the State of Andhra Pradesh receiving power from the APTRANSCO at 11 KV or above, and number of consumers is limited to five per MW.</p>



Chief Engineer (IPC)
 APTRANSCO, Vidyut Souda
 HYDERABAD-500 087

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For WESCARE (INDIA) LIMITED.

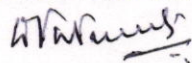

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Sl. No.	Article No.	Existing	Amendment (shall be read in place of existing Articles)
5.	1.2	All other words and expressions, used herein and not defined herein but defined in the Indian Electricity (Supply) Act, 1948 shall have the meanings respectively, assigned to them in the said Act.	All other words and expressions, used herein and not defined herein but defined in the India Electricity Act 1910, Indian Electricity (Supply) Act, 1948 and Andhra Pradesh Electricity Reform Act, 1998 shall have the meanings respectively assigned to them in the said Acts.
6.	2.7	The APTRANSCO 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 after COD. The percentage of wheeling charges to be collected will be reviewed and finalised by 2000 A.D. 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) percent of the sum total of delivered energy of all the Wind Farms of the project, from COD.	As compensation for the provision of Wheeling service, the APTRANSCO shall be entitled to deduct from the delivered energy the Wheeling charges, in kind, which charges shall be at 2%. The Wheeling charges payable under this paragraph 2.4 shall be the sole and exclusive consideration payable to the APTRANSCO for provision of wheeling service and this incentive is available upto 17 th November, 2000 only as per G.O.Ms.No.93 Energy (RES) Department Dt.18.11.97 read with G.O.Ms.No.112 Energy (RES) Dept. Dt.22.12.98. From 18.11.2000 this incentive will be as per the orders of APERC. 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) percent of the sum total of delivered energy of all the Wind Farms of the project, from COD.
7.	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 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.	The gross energy so banked 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. This incentive is available upto 17 th November 2000 only as per G.O.Ms.No.93 Energy (RES) Department Dt.18.11.97 read with G.O.Ms.No.112 Energy (RES) Department Dt.22.12.98. From 18.11.2000 this incentive will be as per the orders of APERC.
12.	4.1(vi)	New clause added.	The Project Developer is required to take licence under section 15 or an exemption under section 16 of Andhra Pradesh Electricity Reform Act for the third party sale (other than to a Licensee).



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

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For WESCARE (INDIA) LIMITED.

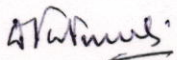

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Sl. No.	Article No.	Existing	Amendment (shall be read in place of existing Articles)
13.	4.2(iv)	that the third party sale will be allowed at a tariff not lower than H.T tariff as fixed by APTRANSCO, subject to having only 5 scheduled consumers per MW capacity.	that the third party sale will be allowed at a tariff not lower than H.T tariff as fixed by APTRANSCO, subject to wheeling charges as per Article 2.7 and subject to Article 9.1(a) and having only 5 scheduled consumers per MW capacity.
14.	5	This Agreement shall be effective upon the execution and delivery thereof between parties hereto and shall be in force for a period of twenty years from the schedule date of completion and may be renewed for such further period and on such terms and conditions as may be mutually agreed upon by the parties, 90 days prior to the expiry of the said period of twenty years.	This Agreement shall be effective upon its execution and delivery thereof between parties hereto and shall continue in force from the schedule date of completion and until the twentieth (20 th) anniversary that is for a period of twenty years from the Scheduled Date of Completion, and this Agreement may be renewed for such further period of time and on such terms and conditions as may be mutually agreed upon by the parties, 90 days prior to the expiry of the said period of twenty years, subject to the consent of the APERC. Any and all incentives/conditions envisaged in the Articles of this Agreement are subject to modification from time to time as per the directions of APERC.
15.	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.	No oral or written modification of this Agreement either before or after its execution shall be of any force or effect unless such modification is in writing and signed by the duly authorized representatives of the Company and the APTRANSCO, subject to the condition that any further modification of the Agreement shall be done only with the prior approval of Andhra Pradesh Electricity Regulatory Commission. The provisions of the Agreement are subject to modification as per the orders of APERC from time to time during the term of Agreement.
16.	9.1(a)	New Sub-clause added.	Government of Andhra Pradesh vide G.O.Ms.No.112 Energy (RES) Department dated 22.12.98 issued orders that the incentives specified in G.O.Ms.No.93 Energy (RES) Department dated 18.11.97 shall be applicable for a period of three years from the date of issue of G.O i.e., dated 18.11.97, and at the end of the three years the incentives are subject to review. From 18.11.2000 the incentives will be as per the orders of APERC.


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

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For WESCARE (INDIA) LIMITED.



 Authorized 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 APTRANSCO, in any Billing Month(s), in excess of the energy required to be wheeled by the APTRANSCO 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 APTRANSCO's grid in a billing month as measured by the energy meters at the inter connection point after deducting therefrom, the energy supplied by the APTRANSCO 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.


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

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Wind Energy System Care (India) Ltd.

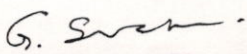

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Explanation 2: Delivered energy includes previous Banked energy and presently requested to be wheeled in the present billing month, subject to the other provisions of this Agreement.

- (vi) **Interconnection Point:** means the point or points where the Project and the 33 KV lines of the APTRANSCO 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 APTRANSCO to receive the energy from the Project through 33 KV breaker/breakers for wheeling 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 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.
- (xiii) **Power Factor Surcharge:** means the additional charges leviable on any of the scheduled consumers in accordance with the conditions of tariff of the


P. Poorna Chander Rao
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APTRANSCO, Vidyut Soudha,
HYDERABAD-500 082.

Wind Energy System Care (India) Ltd.


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APTRANSCO, where the average power factor of the said consumers during the billing month falls short of 0.9 Minimum Power Factor as per Tariff.

- (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 APTRANSCO's grid.

Explanation 1: Induction generators used in Wind Electric Power Farms draw reactive power from APTRANSCO'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 APTRANSCO 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 APTRANSCO, with the prior approval of the APTRANSCO.

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).

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


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APTRANSCO, Vidyut Soudha,
HYDERABAD-500 082.

APTRANSCO and get approval. APTRANSCO accords such approval taking into system exigencies. APTRANSCO reserves the right to reject the revised list of Scheduled Consumers and decision of APTRANSCO in this regard is final. However, only two (2) amendments per Energy year to Schedule 4 of this Agreement shall be permitted in view of the work involved in billing.

Explanation 4: Every such consumer shall be a H.T Consumer located in the State of Andhra Pradesh receiving power from the APTRANSCO 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 APTRANSCO 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 APTRANSCO at the interconnection point, and shall be 33 KV kilo volts only irrespective of the installed capacity of the Project.
- (xix) **Voltage of Supply:** means the voltage or voltages at which the APTRANSCO 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 APTRANSCO, in accordance with the conditions of tariff of the APTRANSCO for supply of power to its own consumers of the


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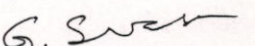
same category, for availing such power at voltages less than those prescribed in the said tariff for such consumers.

- (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 APTRANSCO.
- (xxii) **Wheeling Charges:** means the consideration to the APTRANSCO 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 APTRANSCO 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.

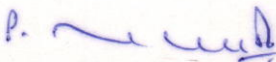

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APTRANSCO, Vidyut Soudha,
HYDERABAD-500 032.

Wind Energy System Care (India) Ltd.


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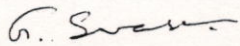
ARTICLE 2
WHEELING AND BANKING

- 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 APTRANSCO 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 APTRANSCO.
- 2.4 The company shall ensure that the power factor of the power delivered to the APTRANSCO is maintained at 0.9 Minimum Power Factor as per APTRANSCO's Tariff.
- 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 APTRANSCO 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 APTRANSCO 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 after COD. The percentage of wheeling charges to be collected will be reviewed and finalised by 2000 A.D.
- 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) percent of the sum total of delivered energy of all the Wind Farms of the project, 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 months notice. The energy that will be actually


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Wind Energy System Care (India) Ltd.



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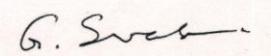
delivered to each of the scheduled consumers shall be 98 (Ninety Eight) percent of the portion of delivered energy allocated from COD.

- 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 APTRANSCO meters.
- 2.10 Metering of the energy and maximum demand at the premises of any scheduled consumer shall be done exclusively by the APTRANSCO's staff in accordance with the APTRANSCO'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 APTRANSCO shall be determined by reducing, from the maximum demand and energy recorded on the APTRANSCO'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.
- 2.12 Subject to clause 3.10 below, in relation to the power supplied from the APTRANSCO 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 APTRANSCO 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 APTRANSCO, or fails to maintain Minimum Power Factor 0.9 as per Tariff, such scheduled consumer shall be liable to voltage surcharge and/or power factor surcharge, as specified in the then applicable tariff of the APTRANSCO on the

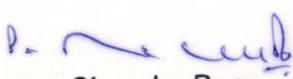

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Chief Engineer (IPC)
APTRANSCO, Vidyut Soudha,
HYDERABAD-500 082.

- 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 APTRANSCO's grid.
- 2.14 Where, in any billing month, the energy generated by the Project and actually fed into the APTRANSCO's grid at the inter connection point, is less than the energy supplied by the APTRANSCO to the Project, the difference being the excess energy supplied by the APTRANSCO, shall be billed by, and the Company shall pay to the APTRANSCO, at the APTRANSCO's Tariff applicable to High Tension Category I consumers of the APTRANSCO. 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 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 APTRANSCO for increase or decrease in their contracted maximum demand (CMD) with the APTRANSCO and the APTRANSCO may agree to reduce the said CMD permanently or increase the said CMD in accordance with the rules of the APTRANSCO.
- 2.16.1 APTRANSCO 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.


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- 2.16.2 APTRANSCO 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 APTRANSCO for any breach by the said scheduled consumer of the terms and conditions of supply of the APTRANSCO to him as a consumer of the APTRANSCO, including non-payment of any dues to the APTRANSCO 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 APTRANSCO or its authorised officers under the terms and conditions of supply of the APTRANSCO.
- 2.18 **Banking**
- 2.18.1 The APTRANSCO 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 APTRANSCO, atleast one week prior to the commencement of the billing month, and
 - b) of the delivered energy that could not be wheeled by the APTRANSCO on account of any default of the APTRANSCO, 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.


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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 APTRANSCO, 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.

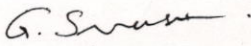
Explanation: The energy year is from August to July of the succeeding year.

2.18.7 The following example may be taken as illustration.

	<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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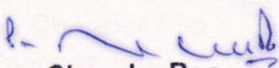
Wind Energy System Care (India) Ltd.

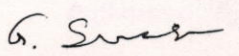

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ARTICLE 3

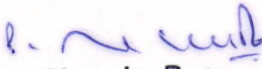
METERING AND PROTECTION

- 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 APTRANSCO. 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 errors 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 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

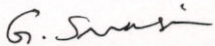

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HYDERABAD-500 082.


G. Suresh
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- 3.16 APTRANSCO 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 APTRANSCO grid; adequate protection shall be provided to the generators and switch gear.


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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 interconnection point, of all the Wind Farms of the Project in close coordination with the APTRANSCO;
- (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 or 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 APTRANSCO Grid at 33 KV. The entire cost of interfacing of the Wind Electric Generators with the APTRANSCO's Grid including the cost of facilities at the E.H.T substation and related works, transformers, protection, metering equipment, and also 33 KV 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 APTRANSCO non-refundable developmental charges in full computed at Rs.1000 (Rupees One thousand 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 installments as mutually agreed.


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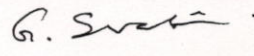
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4.2 The APTRANSCO agrees:

- (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 scheduled 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 APTRANSCO for permission to sell to APTRANSCO 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 allowed at a tariff not lower than H.T tariff as fixed by APTRANSCO, subject to having only 5 scheduled consumers per MW capacity.


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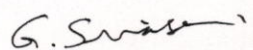
ARTICLE 5

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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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.
- (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


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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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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, teletypes, telex or telegram addressed as follows:

If to the Company:

Attention : M/s Wind Energy System Care (India) Ltd.,
Wescare Towers, Cenotaph Road,
Teynampet, Chennai – 600 018.

Telex No. : --

Teletypes No. : 044 - 4360583

Telephone : 044 - 4360581

If to the APTRANSCO:

Attention : Chief Engineer,
Investment Promotion Cell,
Vidyut Soudha, APTRANSCO,
Hyderabad - 500 082.


Telex No. : --

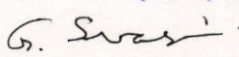
Teletypes No. : 040 - 3313791

Telephone : 040 - 3393304

All notices or communications given by teletypes, 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.

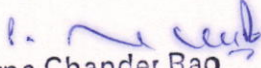
7.2 Any party may by notice change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.


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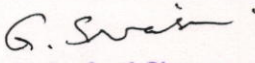
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ARTICLE 8
ARBITRATION

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 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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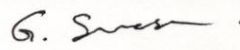

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ARTICLE 9
SPECIAL PROVISIONS

- 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. Without any valid reasons.
- 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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Chief Engineer (IPC)
APTRANSCO, Vidyut Soudha,
HYDERABAD-500 082

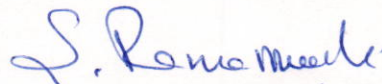

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9.5 Unless the context otherwise requires, every arrangement, procedure or any other matter which is, under any of the provisions of this agreement, required to be mutually agreed upon between the parties, shall be concluded by a written agreement 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
TRANSMISSION CORPORATION OF ANDHRA PRADESH LIMITED**

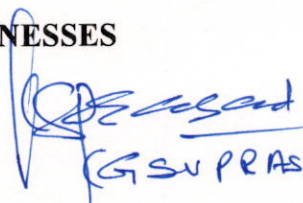
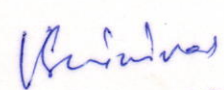
WITNESSES

1. 
S. Rama Murthy
DEI IPC
2. 
(N. UMATHI RAO)
ADIC / IPC

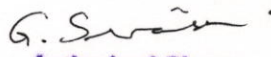

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Chief Engineer (IPC)
APTRANSCO, Vidyut Soudha,
HYDERABAD-500 082.

**FOR AND ON BEHALF OF
M/s WIND ENERGY SYSTEM CARE (INDIA) LIMITED**

WITNESSES

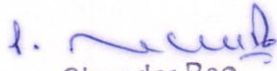
1. 
(G. S. PRASAD)
2. 
V. CRINIVAS

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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.	Wind Energy System Care (India) Ltd., (WESCARE)	Near Kadavakallu, Anantapur Dist.	250 KW M/s Lagerway Make	20	5 MW


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

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SCHEDULE 2

Copy of Letter from NEDCAP to the Company

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

Ref: NEDCAP/WE/3944/98/1715

Dated 24.8.1998

PROCEEDINGS

Sub : Wind power Project in private sector - Communication of sanction for the Project - Reg.

- Ref :
1. Your application for allotment of wind farm dated 13.8.98.
 2. G.O.Ms.No.64 dt.29.3.94 of Energy & Forests (RES) Dept., Government of AP.
 3. Approval accorded by the Board of NEDCAP in its 16th Board Meeting held on 19.8.98.

In the reference 1st cited, M/s Wind Energy System CARE (INDIA) Ltd., (WESCARE), Chennai, have applied to NEDCAP for allotment of 5.00 MW capacity wind power project at Kadavakallu, Anantapur Dist., for generation of electric power for captive consumption/third party sale/commercial.

As per the orders issued by the State Govt. in the reference 2nd cited, wherein NEDCAP is permitted to sanction wind power projects of capacity upto 20 MW, the Board of NEDCAP in its meeting held on 19.8.98 has considered the application and accorded approval for sanction of wind power project.

5.00 MW (Five megawatts only) capacity wind power project is sanctioned to M/s Wind Energy System CARE (INDIA) Ltd., (WESCARE), Chennai, to set up at Kadavakallu location, Anantapur District for captive consumption/third party sale/commercial.


The sanction accorded above is subjected to the following conditions.

1. Under the project sanction, the wind mills which are having type approval including power curve certification from designated international test stations and classification societies, shall only be installed. The execution of works shall be in line with the type approval issued.
2. No second hand or used wind turbines, imported from abroad shall be installed.
3. The Developer should apply for land within one month from the date of clearance and if it is not done so, it automatically gets cancelled.
4. If there is any change in the proposal submitted alongwith the application, the same shall be brought to the notice of NEDCAP and approval shall be obtained for such changes.


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Chief Engineer (IPC)
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5. The wind farm developer should ensure that the wind mill generate grid quality power with power factor not less than 0.85 and should draw minimum reactive power.
6. Proper micrositing coupled with selection of machines should be undertaken for optimum utilisation of land.
7. The wind farm developer shall submit Detailed Project Report (DPR) indicating the machinery details, copies of purchase order details, land details including micrositing detail for issue of final approval for the project and to recommend for allotment of land.
8. The land required for the wind farm will be allotted by NEDCAP at the market value fixed by the Govt. The wind mills shall be installed in the areas notified by NEDCAP only.
9. The wind farm developer shall enter into an agreement with NEDCAP and shall pay service charges @ 0.25% of the project cost, considering Rs.400 lakhs/MW as project at the time of entering into agreement. An irrevocable Bank guarantee of Rs.25,000/- per megawatt valid for a period of 18 months shall be furnished at the time of agreement. This amount will be adjusted against penalties imposed, if any, due to delay in execution of the project.
10. The development charges for power evacuation to APSEB shall also be paid at the time of entering into agreement with NEDCAP.
11. The wind farm developers shall follow the guidelines issued by MNES/State Govt./NEDCAP from time to time.
12. The wind farm developer shall submit monthly progress reports to NEDCAP on status of the project.

The receipt of the letter may be acknowledged alongwith communicating action plan for implementation of the project sanctioned.

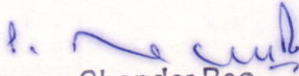
Sd/-
MANAGING DIRECTOR

To
M/s Wind Energy System CARE (INDIA) Ltd., (WESCARE)
Wescare Towers, Cenotaph Road, Teyampet,
Chennai - 600 018.

Copy to the Secy. to Govt., Energy Dept., Govt. of A.P., Hyderabad.
Copy to the Secy. to Govt., Revenue Dept., Govt. of A.P., Hyderabad.
Copy to the Commissioner of Land Revenue, Nampally, Govt. of A.P., Hyderabad.
Copy to the Chairman, APSEB, Vidyut Soudha, Hyderabad.
Copy to the District Collector, Anantapur.
Copy to the District Manager, Anantapur.

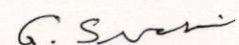
// t.c.f.b.o //

Sd/-
CONSULTANT (WE)


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

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SCHEDULE 3

AGREEMENT


This Agreement is made on this the Twenty Fourth day of September 1998 between the Non-Conventional Energy Development Corporation of Andhra Pradesh Limited (NEDCAP) on one part which term shall mean and include its successors, legal representatives and assignees etc., (hereinafter called NEDCAP) represented by its Managing Director, and M/s Wind Energy System Care (India) Limited called the "Company" having restered office at Wescare Towers, 16, Cenotaph Road, Chennai - 600 018, which expression shall include its successors, legal representatives and assignees, represented by its Director - Finance.

WHEREAS, the Company has made an application dated 13.8.98 to the NEDCAP to set up wind mills with capacity of 5 MW for power generation at Kadavakallu location for captive consumption and/or commercial and/or third party sale.

AND WHEREAS, NEDCAP has accorded permission to the Company to set up 5 MW wind farm project in private sector in Lr.No.NEDCAP/WE/3944/98/1715 dated 24.8.98 at Kadavakallu location, as per G.O.Ms.No.64 & 79 dated 29.3.94 & 8.9.97 issued by the Government of Andhra Pradesh.

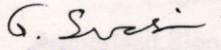
Now, therefore, it is thereby agreed by and between the parties hereto as under:-

1. The Company shall make an application to the Government through NEDCAP for the extent of the land required to set up the wind farm, keeping in view the capacity allotted;
2. Government will allot the Government land to company, if available at the identified location at the market value fixed by the Government for a maximum capacity of 20 MW, subject to the condition that the land shall not be used for any purpose other than for setting up a wind energy farm and the company agrees for any other condition that may be prescribed by the Government of Andhra Pradesh from time to time;
3. In the case of private lands, the Company shall make its own arrangements for procurement of land;
4. The Company shall install wind turbines, so as not to affect the performance of the other wind turbine and maintain safety standards in consultation with NEDCAP;


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

28

Wind Energy System Care (India) Ltd.


G. Suresh
Authorised Signatory

14. All the disputes arising out of this agreement shall under the jurisdiction of Hyderabad Courts.


IN WITNESS WHEREOF THE parties above have set their hands and signed this agreement on the day, month and year above mentioned.

For M/s Wind Energy System
Care (India) Ltd.,
Sd/-
Director (Finance),


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

Witness:

1. Sd/- (A.P.Rajan)
2. Sd/- (A.N.Geetha)


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

Wind Energy System Care (India) Ltd.


Authorised Signatory

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) & Category	Voltage of Supply	CMD (as on date of Agreement) in KVA	Purpose of Wheeling
1.	M/s Super Spinning Mills Ltd., 'A' Unit, Kirikera, Hindupur, Anantapur Dist., A.P.	ATP 027 HT Cat-I	33 KV	2700	Third Party Sale
2.	M/s Super Spinning Mills Ltd., 'B' Unit, Kotnur, Hindupur, Anantapur Dist., A.P.	ATP 026 HT Cat-I	33 KV	3300	Third Party Sale
3.	M/s Srinivas Resorts Ltd., 103, Sreenivasa Towers, 6-3-1187, Begumpet, Hyderabad - 500 016.	HDN 588 HT Cat-II	11 KV	1200	Third Party Sale

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

Wind Energy System Care (India) Ltd.

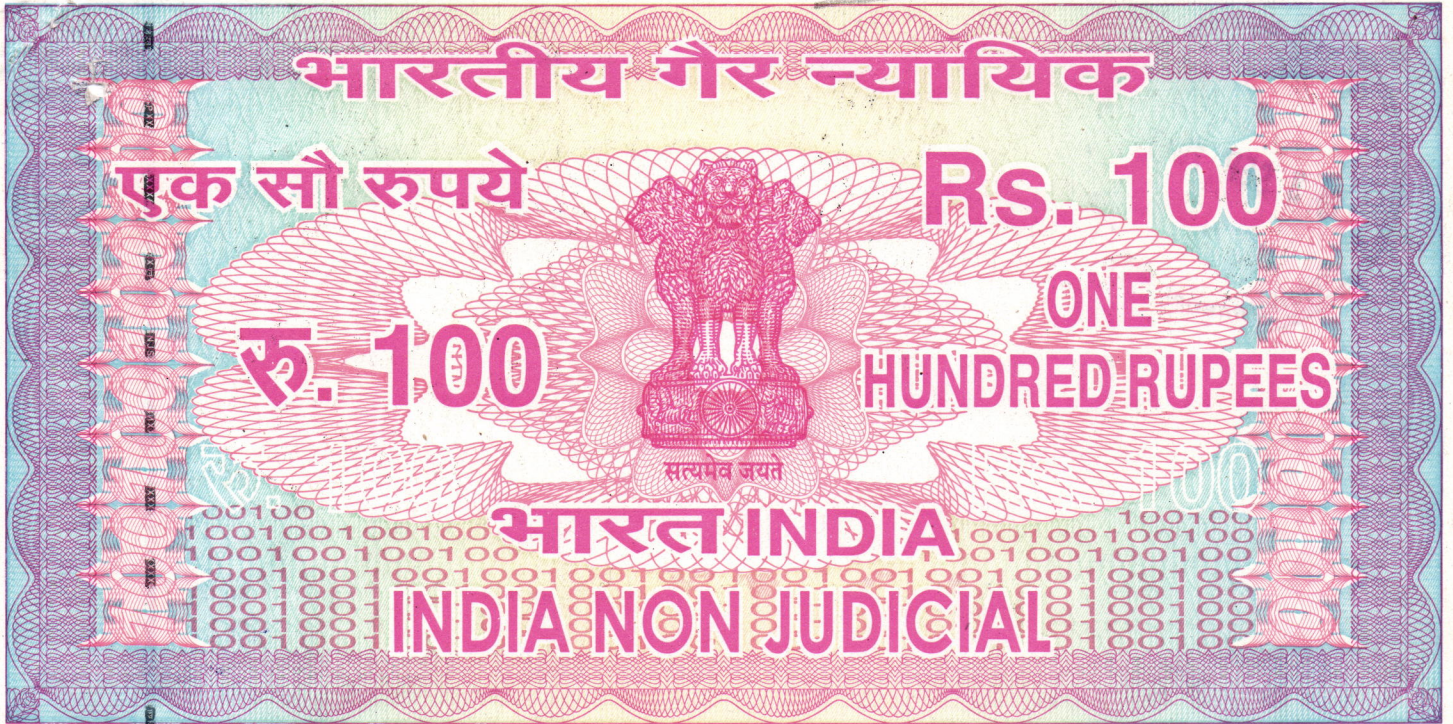
G. Suresh
Authorised Signatory

Cancelled and substituted by pages 32, 33 & 34,

P. Poorna Chander Rao
P. Poorna Chander Rao
 Chief Engineer (IPC) 24/8/2000
 APTRANSCO, Vidyut Soudha,
 HYDERABAD-500 082

For WESCARE (INDIA) LTD.

[Signature]
Authorised Signatory.



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

S. No. 5981 Date 19/09/13 Rs. 100/-

Sold to Raju Reddy

S/o / D/o L/W/o Janga Reddy

For whom Bharath Wind Farm Ltd.

J. Srinivas

BE 588172

J. SRINIVAS

LICENSED STAMP VENDOR

L.I.C. No. 15-18-001/2010

Ren. No. 15-18-025/2013

H.No. 4-4-75, Bhagyanagar Colony, Attapur,
Rajendranagar, R.R. Dist.

Ph : 998967455

AMENDMENT DATED: 19.09.2013 ENTERED BETWEEN CENTRAL POWER DISTRIBUTION COMPANY OF ANDHRA PRADESH LIMITED AND M/S BHARATH WIND FARM LIMITED TO THE WIND POWER WHEELING AGREEMENT DATED: 19.03.2001 ENTERED BETWEEN TRANSMISSION CORPORATION OF ANDHRA PRADESH LIMITED AND M/S WIND ENERGY SYSTEM CARE(INDIA) LIMITED

1. Where as the Wind Power Wheeling Agreement dated: 21-04-1999 and later amended on 19-03-2001 was entered into (here in after referred to as "Agreement") between M/s Wind Energy System Care (India) Limited and Transmission Corporation of Andhra Pradesh Limited (APTRANSCO) and this Agreement is in force now.

For Bharath Wind Farm Ltd.

A. Annamahli
Authorized Signatory 19/9/13

19/9/13
Chief General Manager, Commercial & RAC
APCPDCL, Corporate Office,
6-1-50, Mint Compound,
HYDERABAD-500 063

2. Where as the Government of Andhra Pradesh vide G.O.Ms.No.58, dated: 07.06.2005 has ordered transfer of Bulk Supply Undertaking and Power Purchase Agreements from APTRANSCO to the four Distribution Companies (DISCOMs) in terms of Electricity Act, 2003. Accordingly, the Power Wheeling Agreements held by APTRANSCO have been allocated to DISCOMs. The subject Agreement stands transferred to APCPDCL (being assignee of APTRANSCO).

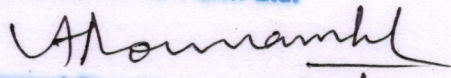
4. Where as the developer has requested APCPDCL for change of name from M/s Wind Energy System Care (India) Limited to M/s Bharath Wind Farm Limited.

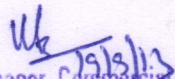
5. Where as NEDCAP has accorded sanction for change of name of the project from M/s Wind Energy System Care (India) Limited to M/s Bharath Wind Farm Limited in respect of the said 4.25 MW wind power project vide their letter No.NEDCAP/WE/10/Wescare/2010, dated: 23-07-2010, copy of which is attached herewith as Schedule - 8 at page 42.

7. Where as APCPDCL has considered the request of the company for change of name from M/s Wind Energy System Care (India) Limited to M/s Bharath Wind Farm Limited.

8. The Wheeling Charges / Transmission charges and Wheeling losses / Transmission Losses will be as per the orders issued by Hon'ble APERC from time to time.

For Bharath Wind Farm Ltd.


Authorised Signatory 19/9/13


Chief General Manager, Commercial & RAC
APCPDCL, Corporate Office,
6-1-50, Mint Compound,
HYDERABAD-500 063