

NCE LPG NO. 49/2006



आन्ध्र प्रदेश ANDHRA PRADESH

297838

S.No. 5533 Date 07/06/06 Rs. 100/-
Sold to P.V. Subha Rao
S/o Chinna Rama Rao
For Whom H.C.L. Balnagar

D. Srinivasulu
STAMP VENDOR No. 10/97 R 3/06
Bhagavanthapur, R.R. Dist.

**POWER PURCHASE AGREEMENT
BETWEEN
CENTRAL POWER DISTRIBUTION COMPANY OF ANDHRA PRADESH LIMITED
AND
M/s. HYDERABAD CHEMICALS LIMITED**

This Power Purchase Agreement entered on 09th day of June 2006 between Central Power Distribution Company of Andhra Pradesh Limited, incorporated by the Government of Andhra Pradesh in accordance with the Andhra Pradesh Electricity Reform Act 1998 (Act No.30 of 1998), under the provisions of Companies Act, 1956, having its office at Singareni Bhavan, Red Hills, Hyderabad, India, hereinafter referred to as the "APCPDCL" (which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) as first party, and M/s. Hyderabad Chemicals Limited, a Company, having registered office at Plot No. A-24/25, A.P.I.E., Balanagar, Hyderabad - 500 037 (A.P.) India, a 'Company' (which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) as second party;

For HYDERABAD CHEMICALS LTD.

[Signature]
Managing Director

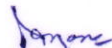
[Signature]
Chief General manager
(Comm, & RAC)
APCPDCL, Singareni Bhavan,
Redhills, Hyderabad-500 004.

2. WHEREAS, the Company has set up the Non-conventional Energy Project i.e., the 3.75 MW capacity Wind power project at Kadavakallu, Ananthapur District, Andhra Pradesh (hereafter called the Project,) with a proposal of 0.0375 MW for Auxiliary Consumption and 3.7125 MW for export to network for sale to APCPDCL as detailed in Schedule 1 attached herewith, and Non-conventional Energy Development Corporation of Andhra Pradesh Limited hereafter referred to as NEDCAP has accorded approval to the said project in their Proceedings No. NEDCAP/WE/5470/2004-05/3471 dated: 05-02-2005 and the Company has entered into Agreement with NEDCAP on 05-02-2005 and the copies whereof are attached herewith as Schedule 2 and Schedule 3 respectively;

3. Whereas the Company has entered into an Agreement with M/s Hyderabad Chemical Products Limited ,0.75 MW wind developer for having common 33 KV line for evacuation of power at 33 KV level for interconnecting to 132/33 KV sub-station at Komatikuntla with necessary metering arrangement, a copy of which is attached herewith as Scheduled 4. Whereas, M/s Hyderabad Chemical Products Limited has authorised the M/s Hyderabad Chemicals Limited to make correspondence with APCPDCL for creation of evacuation facilities or in respect of metering of energy or any other related matters and such authorisation shall form part of this agreement and this agreement and the agreement dated: 18th February, 2005 with M/s Hyderabad Chemical Products Limited shall be read together for interpretation of any rights and liabilities of the parties to the agreements shall be binding on the parties. Based on the energy recorded by common meters provided at project switchyard, M/s Hyderabad Chemicals Limited shall raise a single bill on behalf of M/s Hyderabad Chemical Products Limited and M/s Hyderabad Chemicals Limited and APCPDCL will be making payment to M/s Hyderabad Chemicals Limited only. It is specifically agreed without any reservations and limitations that the APCPDCL has no liability with regard to sharing of energy and/or sharing of revenue by M/s Hyderabad Chemicals Limited and M/s Hyderabad Chemical Products Limited and also with regard to disputes that may arise, if any, between M/s Hyderabad Chemicals Limited and M/s Hyderabad Chemical Products Limited.

For HYDERABAD CHEMICALS LTD.


Managing Director


**Chief General manager
(Comml. & RAC)
APCPDCL, Singareni Bhavan,
Redhills, Hyderabad-500 004.**

4. The Company shall fulfill the conditions of Agreement entered with NEDCAP and obtain the extensions wherever required till the Project is completed. In the event of cancellation of the Project allotted to the Company by NEDCAP for any reason, the PPA with APCPDCL will automatically get cancelled;

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


6. This Agreement is enforceable subject to obtaining consent of Andhra Pradesh Electricity Regulatory Commission (APERC) as per Section 21 of Andhra Pradesh Electricity Reform Act 1998 (Act No.30 of 1998);

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

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

For HYDERABAD CHEMICALS LTD.


Managing Director


Chief General manager
(Comml. & RAC)
APCPDCL, Singareni Bhavan,
Pedhills, Hyderabad-500 004.

ARTICLE 1 DEFINITIONS

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

- 1.1 **Billing Date:** means the fifth (5th) day after the Metering Date.
- 1.2 **Billing Month:** means the period commencing from 25th of the calendar month and ending on the 24th of the next calendar month.
- 1.3 **Commercial Operation Date (COD):** means, with respect to each Generating unit, the date on which such Generating unit is declared by the Company to be operational, provided that the Company shall not declare a Generating unit to be operational until such Generating unit has completed its performance acceptance test as per standards prescribed.

Explanation: In respect of Non-conventional based power projects the date of synchronisation of the first unit of the project will be treated as the Commercial Operation Date of the project since Ministry of Non-conventional Energy Sources not specified any guidelines for declaration of the Commercial Operation Date (COD).


- 1.4 **Delivered Energy:** means, with respect to any Billing Month, the kilo watt hours (kWh) of electrical energy generated by the Project and delivered to the APCPDCL at the Interconnection Point as defined in Article 1.8, as measured by the common energy meters at the Interconnection Point during that Billing Month. As indicated in the preamble the delivered energy recorded by common meter shall be inclusive of energy delivered by M/s Hyderabad Chemical Products Limited

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


Explanation 2: As the project is interconnected at project switchyard, the estimated line losses will be subtracted first as provided in Article 1.8 from the metered energy exported.

Explanation 3: The delivered energy in a Billing Month shall be limited to the energy calculated based on the Capacity agreed for export to network for sale to APCPDCL as mentioned in Preamble and Schedule – 1, multiplied with number of hours and fraction thereof the project is in operation during that billing month. In case any excess energy is delivered no payment shall be made for the same.

For HYDERABAD CHEMICALS LTD.


Managing Director

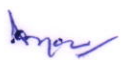
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Chief General manager
(Comm. & RAC)
APCPDCL, Singareni Bhavan,
Redhills, Hyderabad-500 004.

- 1.5 **Due Date of Payment:** means the date on which the amount payable by the APCPDCL to the Company hereunder for Delivered Energy, if any, supplied during a Billing Month becomes due for payment, which date shall be thirty (30) days from the Metering Date provided the bill is received by APCPDCL within 5 days from metering date, and in the case of any supplemental or other bill or claim, if any, the due date of payment shall be thirty (30) days from the date of the presentation of such bill or claim to the designated officer of the APCPDCL.
- 1.6 **Installed Capacity:** means the total rated capacity in mega-watts of all the generators installed.
- 1.7 **Interconnection Facilities:** means all the equipment and facilities, including, but not limited to, all metering facilities, switch gear, substation facilities, transmission lines and related infrastructure, to be installed by the APCPDCL up to the project's switchyard at the voltage specified in Article 1.14 at the Company's expense from time to time throughout the term of this Agreement, necessary to enable the APCPDCL to economically, reliably and safely receive Delivered Energy from the Project in accordance with the terms of this Agreement. As indicated in the preamble the inter-connection facilities shall be common for Company and M/s Hyderabad Chemical Products Limited.
- 1.8 **Interconnection Point:** means the point or points where the Project and the APCPDCL's network system are interconnected. The metering for the Project will be provided at the interconnection point as per Article 4.1. As indicated at the preamble the inter-connection point for this project is common with M/s Hyderabad Chemical Products Limited.
- Explanation:** The estimated line loss component (line losses from the Wind Farm to the 132/33 KV Komatikuntla Sub-Station) is to be worked out and intimated to the Company, and subtracted from the metered units at Wind Farm project switchyard, to arrive at the Delivered Energy by the project.
- 1.9 **Meter Reading Date:** means mid-day (i.e., noon) of the 24th (twenty-fourth) day of each calendar month, at the Interconnection Point.
- 1.10 **Project:** means the 3.75 MW capacity Wind power project at Kadavakallu, Anantapur District, Andhra Pradesh with a proposal of 0.0375 MW for Auxiliary Consumption and 3.7125 MW for export to network for sale to APCPDCL as entrusted to the Company for construction and operation as detailed in Agreement entered into with NEDCAP as shown in Schedule 3 attached herewith and includes the metering system.
- 1.11 **System Emergency:** means a condition affecting the APTRANSCO's / APCPDCL's electrical system which threatens the safe and reliable operation of such system or which is likely to result in the disruption of safe, adequate and continuous electric supply by the APTRANSCO/ APCPDCL, or which endangers life or property, which condition is affected or aggravated by the continued delivery of Delivered Energy from the Project.

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- 1.12 **Surcharge on Reactive Power drawn by Wind Farms:** means the charges leviable on the reactive power drawn by Wind Farms at the rate of 10 paise (Ten Paise only) per unit of reactive energy drawn from APCPDCL's network or such other charges fixed by the APERC from time to time. The reactive power drawn as recorded by meters at interconnection point shall be inclusive of M/s Hyderabad Chemical Products Limited project also.

Explanation 1: Induction generators used in Wind Farms draw reactive power from APCPDCL's network during generator mode and motor mode.

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

- 1.13 **Unit:** When used in relation to the generating equipment, means one set of turbine generator and auxiliary equipment, and facilities forming part of the project and when used in relation to electrical energy, means kilo watt hour (kWh).
- 1.14 **Voltage of Delivery:** means the voltage at which the electrical energy generated by the project is required to be delivered to the APCPDCL at the Interconnection Point and the Voltage of Delivery is as detailed below.


For Wind Farms:

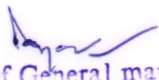
Capacity of the plant	Specified voltage level for interfacing with APCPDCL network
Up to 1500 KVA	11 KV
From 1501 KVA to 7500 KVA	33 KV

The voltage of delivery for this project shall be 33 KV in view of the common evacuation facility agreed upon, as mentioned in schedule 4.

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

For HYDERABAD CHEMICALS LTD.


Managing Director


**Chief General manager
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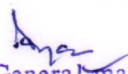
ARTICLE 2
PURCHASE OF DELIVERED ENERGY AND TARIFF

- 2.1 All the Delivered Energy at the interconnection point for sale to APCPDCL will be purchased at the tariff provided for in Article 2.2 from and after the date of Commercial Operation of the Project. Title to Delivered Energy purchased shall pass from the Company to the APCPDCL at the Interconnection Point.
- 2.2 The Company shall be paid the tariff for the energy delivered at the interconnection point for sale to APCPDCL at Rs. 2.70 (Rupees two and seventy paise only) per unit or the Tariff fixed by APERC from time to time, whichever is lower during the Agreement period. Notwithstanding the tariff indicated above there will be a special review of purchase price on completion of 10 years from the date of commissioning of the project, when the purchase price will be reworked on the basis of Return on Equity, O & M expenses.
- 2.3 The tariff is inclusive of all taxes, duties and levies.
- 2.4 All future increase in Taxes, Duties and Levies on Energy generated is to be borne by the Company.
- 2.5 Where in any Billing month, the energy supplied by the APCPDCL to the Company as a bilateral arrangement to maintain the Auxiliaries in the power plant in situations of non-generation of power, shall be billed by the APCPDCL, and the Company shall pay the APCPDCL for such electricity supplies, at the APCPDCL's then-effective tariff applicable to High Tension Category-I Consumers. For this purpose, the maximum demand specified in such APCPDCL's Tariff shall be computed by dividing the amount of such energy supplied by the APCPDCL by hours of drawl of power from the grid in the Month. The energy drawn from APCPDCL network, as recorded by meters at interconnection point, shall be inclusive of the company and of M/s Hyderabad Chemical Products Limited also. The company shall pay to the APCPDCL for the energy drawn from grid by the project of M/s Hyderabad Chemical Products Limited referred to in Para 3 of the Preamble, and/ or by the project of M/s Hyderabad Chemicals Limited.

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


For HYDERABAD CHEMICALS LTD.

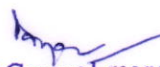

Managing Director


Chief General Manager
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Redhills, Hyderabad-500 004.

ARTICLE 3
INTERCONNECTION FACILITIES

- 3.1 Upon receipt of a requisition from the Company the APCPDCL will prepare an estimate for arranging interconnection facilities for power evacuation at the voltage level as per Article 1.14. The Company have to bear the entire cost of the interconnection facilities as per the sanctioned estimate. APCPDCL shall evaluate, design, install, own, operate and maintain the Interconnection Facilities and perform all work, at the Company's expense, necessary to economically, reliably and safely connect the APCPDCL's existing system to the Project switch yard.
- 3.2 APCPDCL may also permit the Company to execute the interconnection facilities for power evacuation as per the sanctioned estimate at it's discretion duly collecting the supervision charges as per procedure in vogue.
- 3.3 The maintenance expenses of the interconnection facilities from time to time have to be borne by the Company. The maintenance work on the Generating units has to be done in coordination with the APCPDCL.
- 3.4 APCPDCL has got the right to add any additional loads on the feeder without detrimental to the interests of the existing generating companies on the same feeder.
- 3.5 Any modifications or procedures or changes in arranging interconnection facilities for power evacuations rests with APCPDCL. The orders of APERC for any changes in payment of developmental charges in respect of wind farms for power evacuation is applicable.
- 3.6 During the period prior to the Commercial Operation Date, on the request of the Company, the APCPDCL will supply energy to the Project for any purpose, on the Terms and Conditions and at the tariff rates that are applicable from time to time to the category of consumers of the APCPDCL to which the company belongs, provided separate metering arrangements as may be required under the Terms and Conditions of such tariff have been installed at the Project.

For HYDERABAD CHEMICALS LTD.

Managing Director

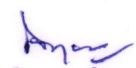

Chief General manager
(CommI, & RAC)
APCPDCL, Singareni Bhavan,
Redhills, Hyderabad-500 004.

ARTICLE 4
METERING AND PROTECTION

- 4.1 The Company shall install main meters of Static type 0.2 class accuracy at the Interconnection Point and the APCPDCL 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 Company shall follow metering specifications as developed by APCPDCL. As indicated in the preamble the meters to be installed shall be common for M/s Hyderabad Chemicals Limited and M/s Hyderabad Chemical Products Limited.
- 4.2 All of the meters required to be installed pursuant to Article 4.1 above shall be jointly inspected and sealed on behalf of both parties and shall not be interfered with, tested or checked except in the presence of representatives of both parties.
- 4.3 The meter readings from the main meters will form the basis of billing. If any of the meters required to be installed pursuant to Article 4.1 above are found to be registering inaccurately the affected meter will be immediately be replaced.
- 4.4 Where the half yearly meter check indicates an error in one of the main meter/meters beyond the limits for such meter but no such error is indicated in the corresponding check meter/meters, billing for the month will be done on the basis of the reading on the check meter/meters and the main meter will be replaced immediately.
- 4.5 If during the half yearly test checks, both the main meters and the corresponding check meters are found to be beyond permissible limits of error, both the meters shall be immediately replaced and the correction applied to the consumption registered by the main meter to arrive at the correct delivered energy for billing purposes for the period of the one month up to the time of such test check, computation of delivered energy for the period thereafter till the next monthly meter reading shall be as per the replaced main meter.
- 4.6 Corrections in delivered energy billing, whenever necessary, shall be applicable to the period between the previous monthly meter reading and the date and time of the test calibration in the current month when the error is observed and this correction shall be for the full value of the absolute error. For the purpose of determining the correction to be applied to any meter registering inaccurately, the meter shall be tested under conditions simulating 100, 50, 20 and 10 percent load at unity power factor and 0.5 power factor. Of these eight values, the error at the load and power factor nearest the average monthly load served at the Interconnection Point during the applicable period shall be taken as the error to be applied for correction.
- 4.7 If both the main and check meters fail to record or if any of the PT fuses are blown out, then the energy will be computed on a mutually agreeable basis for that period of defect.

For HYDERABAD CHEMICALS LTD.

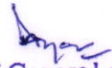

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- 4.8 The main and check meters shall be tested and calibrated utilizing a Standard Meter. The Standard Meter shall be calibrated once in every year at the approved Laboratory by Government of India/Government of Andhra Pradesh, as per Terms and Conditions of supply.
- 4.9 All main and check meter tests shall be jointly conducted by the authorized representatives of both parties and the results and correction so arrived at mutually will be applicable and binding on both the parties.
- 4.10 On the Metering Date each month meter readings shall be taken (and an acknowledgement thereof signed) by the authorized representatives of both parties.
- 4.11 Within six (6) months following the execution of this Agreement, the Company and the APCPDCL shall mutually agree to technical and performance specifications (including, but not limited to, the metering configuration for the Project) concerning the design and operation of the facilities required to be installed by the Company in order for the Company to operate in parallel with the APCPDCL's network. Thereafter, any change in such specifications shall be subject to mutual agreement of the parties.
- 4.12 The Project shall be operated and maintained in accordance with good and generally accepted utility standards with respect to synchronizing, voltage, frequency and reactive power control.
- 4.13 Voltage regulation shall be such as to enable continued paralleling and synchronisation with the network voltage at the point of interconnection.
- 4.14 The equipment of the Company shall be designed for fluctuations in the frequency within limits of -5% and +3% of the standard frequency of 50 cycles per second.
- 4.15 The Company shall ensure that the power factor of the power delivered to the APCPDCL is maintained at or above the Minimum Power Factor as per Tariff Notification, or otherwise pay Surcharge as per Tariff Notification in force.
- 4.16 Any change in rupturing capacity of switch-gear, settings of the relays, etc., shall be subject to approval of the APCPDCL.
- 4.17 As the Project's generator may carry fault currents that may occur on the APCPDCL's network, the Company shall provide adequate generator and switchgear protection against such faults. The APCPDCL is not responsible for damage, if any, caused to the Project's generator and allied equipment during parallel operation of the generator with the APCPDCL's network.

For HYDERABAD CHEMICALS LTD.



Managing Director


Chief General manager
(Comm. & RAC)
APCPDCL, Singareni Bhavan,
Redhills, Hyderabad-500 004.

- 4.18 The Company shall make a good faith effort to operate the Project in such a manner as to avoid fluctuations and disturbances to the APCPDCL's network due to parallel operation with the network.
- 4.19 The Company shall control and operate the Project. The APCPDCL shall only be entitled to request the Company to reduce electric power and energy deliveries from the Project during a System Emergency, and then only to the extent that in the APCPDCL's reasonable judgment such a reduction will alleviate the emergency. The APCPDCL shall give the Company as much advance notice of such a reduction as is practicable under the circumstances and shall use all reasonable efforts to remedy the circumstance causing the reduction as soon as possible. Any reduction required of the Company hereunder shall be implemented in a manner consistent with safe operating procedures.

For HYDERABAD CHEMICALS LTD.


Managing Director


Chief General manager
(Comm. & RAC)
APCPDCL, Singareni Bhavan,
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ARTICLE 5
BILLING AND PAYMENT

- 5.1 For Delivered Energy purchased, the Company shall furnish a bill to the APCPDCL calculated at the rate provided for in Article 2.2, in such form as may be mutually agreed between the APCPDCL and the Company, for the billing month on or before the 5th working day following the metering date.
- 5.2 Any payment made beyond the due date of payment, APCPDCL shall pay interest at a rate of 10% per annum as per existing nationalised bank rate and in case this rate is reduced, such reduced rate is applicable from the date of reduction.
- 5.3 The APCPDCL shall pay the bill on monthly basis as per Article 5.1, by opening a revolving Letter of Credit for a minimum period of one year in favour of the Company.
- 5.4 **Letter of Credit:** Not later than 30 days prior to the Scheduled COD of the first Generating Unit, APCPDCL shall cause to be in effect an irrevocable revolving Letter of Credit issued in favour of the Company by a Scheduled Bank (the Letter of Credit). Each Letter of Credit shall
- (a) on the date it is issued, have a term of one year;
 - (b) be payable upon the execution and presentation by an officer of the Company of a sight draft to the issuer of such Letter of Credit supported by a meter reading statement accepted and signed by both parties or a certification from the Company that the APCPDCL failed to sign the meter reading statements within five days of the metering date or that a supplemental bill has been issued and remains unpaid until the due date of payment;
 - (c) In the absence any dispute regarding the claim provide that the Company shall have the right to draw upon such Letter of Credit notwithstanding any failure by the APCPDCL to reimburse the issuer thereof for any draw made under; and
 - (d) not less than 30 days prior to the expiration of any Letter of Credit, the APCPDCL shall provide a new or replacement Letter of Credit. Each monthly bill or supplemental bill shall be presented at the said Scheduled Bank for payment under the Letter of Credit and shall become payable there under. The opening charges for Letter of Credit (L/C) and Letter of Credit (L/C) negotiation charges will be borne by the beneficiary i.e. the Company.
- 5.5 **Direct Payment:** Notwithstanding the fact that a Letter of Credit has been opened, in the event that through the actions of the APCPDCL, the Company is not able to make a draw upon the Letter of Credit for the full amount of any bill, the Company shall have the right to require the APCPDCL to make direct payment of any bill by cheque or otherwise on or before the due date of payment by delivering to the APCPDCL on or prior to the due date of payment of such bill a notice requiring payment in the foregoing manner. Without prejudice to the right of the Company to draw upon the

Letter of Credit if payment is not received in full, the APCPDCL shall have the right to make direct payment by cheque or otherwise of any bill such that within 30 days after the date of its presentation to the designated officer of the APCPDCL, the Company shall receive payment in full for such bill. When either such direct payment is made, the Company shall not present the same bill to the Scheduled Bank for payment against the Letter of Credit.

- 5.6 **Billing disputes:** The APCPDCL shall pay the bills of the Company promptly subject to the clauses 5.1 and 5.2 above.

The APCPDCL shall notify the Company in respect of any disallowed amount on account of any dispute as to all or any portion of the bill. The Company shall immediately take up issue with all relevant information with APCPDCL which shall be rectified by the APCPDCL, if found satisfactory. Otherwise notify its (APCPDCL's) rejection of the disputed claim within reasonable time with reasons therefor. The dispute may also be decided by mutual agreement. If the resolution of any dispute requires the APCPDCL to reimburse the Company, the amount to be reimbursed shall bear interest at 10% per annum as per existing nationalised bank rate and in case this rate is reduced, such reduced rate is applicable from the date of reduction from the date of disallowance to the date of reimbursement.

- 5.7 All payments by the APCPDCL to the Company hereunder shall be made to such address as may be designated by the Company to the APCPDCL in writing from time to time.


Address : Sri N. Sukumar, Managing Director
M/s. Hyderabad Chemicals Limited,
Plot No. A-24/25, A.P.I.E.,
Bala Nagar, Hyderabad – 500 037.
Andhra Pradesh, India.


Fax : 040 - 23772595

Telephone : 040 – 23772502, 23771849, 23772651

E-mail : hydchem@sify.com

For HYDERABAD CHEMICALS LTD.


Managing Director


Chief General manager
(Comm, & RAC)
APCPDCL, Singareni Bhavan,
Redhills, Hyderabad-500 004.

**ARTICLE 6
UNDERTAKING**

6.1 The Company shall be responsible:


- (i) for the proper maintenance 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 up to the Interconnection Point of the project in close coordination with the APCPDCL.
- (iii) the Company shall furnish the generation and maintenance schedules every year.
- (iv) 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.
- (v) for obtaining necessary approvals, permits or licences for operation of the project and sale of energy to APCPDCL there from under the provision of the relevant laws.
- (vi) the Company have to comply with the provisions of the AP Code of Technical Interface (Grid Code).


6.2 The APCPDCL agrees:

- (i) to make all reasonable efforts for making arrangements for evacuation of power from the project to be completed prior to the Commercial Operation Date of the Project subject to Article 3.
- (ii) for purchase of Delivered Energy from the project as per section 2.2.

6.3 Where as it has also been agreed that any benefits that may accrue to the company in future by way of carbon credits have to be shared with APCPDCL as decided by Regulatory Commission.


For HYDERABAD CHEMICALS LTD.



Managing Director


**Chief General manager
(Comm. & RAC)
APCPDCL, Singareni Bhavan,
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ARTICLE 7
DURATION OF AGREEMENT

This Agreement shall be effective upon its execution and delivery thereof between parties hereto and shall continue in force from the Commercial Operation Date (COD) and until the twentieth (20th) anniversary that is for a period of twenty years from the Commercial Operation Date (COD). This Agreement may be renewed for such further period of time and on such terms and conditions as may be mutually agreed upon by the parties, 90 days prior to the expiry of the said period of twenty 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 with the tariff at Rs 2.70 (Rupees Two and seventy paise only) per unit or as fixed by APERC from time to time, whichever is lower during the Agreement period.

For HYDERABAD CHEMICALS LTD.

Managing Director


Chief General manager
(Comm. & RAC)
APCPDCL, Singareni Bhavan,
Redhills, Hyderabad-500 004.

**ARTICLE 8
NOTICES**

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

If to the Company:

Attention : Sri N. Sukumar, Managing Director
M/s. Hyderabad Chemicals Limited,
Plot No. A-24/25, A.P.I.E.,
Bala Nagar, Hyderabad – 500 037.
Andhra Pradesh, India.

Fax No. : 040 - 23772595

Telephone No. : 040 – 23772502, 23771849, 23772651

E-mail : hydchem@sify.com

If to the APCPDCL :

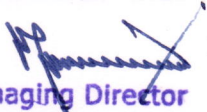
Attention : Chief General Manager
Commercial & RAC,
APCPDCL,
3rd Floor, Singareni Bhavan,
Red Hills, Hyderabad – 500 004.

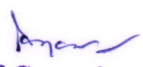
Fax No. : 040- 23431395

Telephone No. : 040 – 23431008

- 8.2 All notices or communications given by telecopy, 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, including notices given by telecopy, telex or telegram regardless of the date the confirmation of such notice is received.
- 8.3 Any party may by written notice change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.

For HYDERABAD CHEMICALS LTD.


16
Managing Director

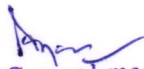

Chief General manager
(Comml, & RAC)
APCPDCL, Singareni Bhavan,
Redhills, Hyderabad-500 004.

**ARTICLE 9
DEFAULT**

- 9.1 In the event, APCPDCL commits a breach of any of the terms of this Agreement, the Company shall be entitled to specific performance of this Agreement or claimed such damages as would be available under Law or both, at its option, by giving 30 days notice to APCPDCL.
- 9.2 In the event, Company commits a breach of any of the terms of this Agreement, the APCPDCL shall be entitled to specific performance of this Agreement or claimed such damages as would be available under Law or both, at its option, by giving 30 days notice to Company.
- 9.3 If the default continues for a period of 30 days or more, either party will have a right to issue a preliminary notice for termination of this Agreement. If the default is not cured within 30 days thereafter, either party can terminate this Agreement and can claim damages at its option.

For HYDERABAD CHEMICALS LTD..


Managing Director



**Chief General manager
(Comm. & RAC)
APCPDCL, Singareni Bhavan,
Redhills, Hyderabad-500 004.**

ARTICLE 10
DISPUTE RESOLUTION

- 10.1 Each Party shall designate in writing to the other party a representative who shall be authorized to resolve any dispute arising under this Agreement in an equitable manner.
- 10.2 Following notice by one Party to the other setting out the particulars of the dispute, if the designated representatives are unable to resolve a dispute under this Agreement within 15 days, such dispute shall be referred by such representatives to a senior officer designated by the company and a senior officer designated by the APCPDCL, respectively, who shall attempt to resolve the dispute within a further period of 15 days.
- 10.3 The Parties hereto agree to use their best efforts to attempt to resolve all disputes arising hereunder promptly, equitably and in good faith and further agree to provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any such dispute.
- 10.4 Failing resolution of the dispute in terms of the above provisions or even otherwise, any party may approach the AP Electricity Regulatory Commission to adjudicate upon the dispute in terms of Section 86 (1) (f) of Electricity Act, 2003.

For HYDERABAD CHEMICALS LTD.


Managing Director

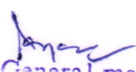

Chief General manager
(Comm. & RAC)
APCPDCL, Singareni Bhavan,
Redhills, Hyderabad-500 004.

ARTICLE 11
SPECIAL PROVISIONS

- 11.1 The waiver of any breach or failure to enforce any of the terms, covenants or conditions of this Agreement shall not in any way affect, limit, modify or waive the future enforcement of such terms, covenants or conditions.
- 11.2 No oral or written modification of this Agreement either before or after its execution shall be of any force or effect unless such modification is in writing and signed by the duly authorized representatives of the Company and the APCPDCL, subject to the condition that any further modification of the Agreement shall be done only with the prior approval of Andhra Pradesh Electricity Regulatory Commission. However, the amendments to the Agreement as per the respective orders of APERC from time to time shall be carried out. All the conditions mentioned in the Agreement are with the consent of APERC.
- 11.3 However, in respect of power evacuation, the voltage levels for interfacing with APCPDCL's network will be as per Article 1.14. The cost of interconnection facilities have to be borne by the Company as per Article 3.
- 11.4 The invalidity or unenforceability for any reason of any provision of this Agreement shall not prejudice or affect the validity or enforceability of any other provision of this Agreement.
- 11.5 The failure of any party to insist in one or more instances upon the strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or relinquishment of any such rights but the same shall continue in full force and effect.
- 11.6 Unless the context otherwise requires, every arrangement, procedure or any other matter which is, under any of the provisions of this Agreement, required to be mutually agreed upon between the parties, shall be concluded by a written Agreement between the parties not later than the date specified in the concerned clause of this Agreement, subject to the consent of the APERC.
- 11.7 This Agreement, including Schedule 1, 2, 3 & 4 attached hereto, constitute the entire agreement between the parties with respect to the subject matter hereof, and there are no oral or written understandings, representations or commitments of any kind, express or implied, not set forth herein.
- 11.8 The headings contained herein are included solely for the convenience of the parties and are not to be used as a basis for interpreting the various sections of this Agreement.
- 11.9 The parties each agree to act in good faith in implementing the terms and conditions of this Agreement and in carrying out their respective obligations hereunder.

For HYDERABAD CHEMICALS LTD.


19
Managing Director

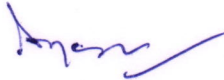

Chief General manager
(Comm. & RAC)
APCPDCL, Singareni Bhavan,
Redhills, Hyderabad-500 004.

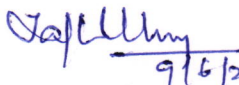
- 11.10 In the event of the merger or re-organisation of APCPDCL, if the resulting entity is able to perform APCPDCL's obligations hereunder in no less a manner than APCPDCL, the resulting entity shall take the right and responsibility for performance of APCPDCL's obligations.
- 11.11 In the event of the merger or re-organisation of Company if the resulting entity is able to perform Company's obligations hereunder in no less a manner than Company, the resulting entity shall take the right and responsibility for performance of Company's obligations.
- 11.12 **Assignment and Financing:** Neither party shall assign this Agreement or any portion thereof to any third party without the prior written consent of the other party which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Company and the APCPDCL have caused this Agreement to be executed as of the date and the year first set forth above.

**For and behalf of
CENTRAL POWER DISTRIBUTION COMPANY
OF ANDHRA PRADESH LIMITED**

WITNESS

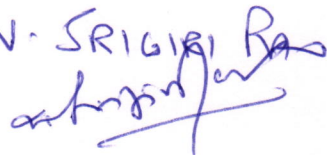
1. A. V. Narasimhan By: 
SE/IPC 9/6/2006


2. Vajravelu Its: 
9/6/2006
DE/IPC.

Chief General manager
(Comm. & RAC)
APCPDCL, Singareni Bhavan,
Redhills, Hyderabad-500 004.

**For and behalf of
M/s. HYDERABAD CHEMICALS LIMITED**

WITNESS

1. N. SRIGIRI Rao By: 

2. K. Satish Its: 

For HYDERABAD CHEMICALS LTD.


Managing Director


SCHEDULE 1

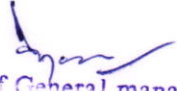
Particulars of the Project (referred to in the Preamble to the Agreement)

Name of the Project	Location	Capacity of the Station
Wind Power project by M/s. Hyderabad Chemicals Limited	Kadavakallu, Anantapur District	3.75 MW*

* Out of 3.75 MW, 0.0375 MW is for Auxiliary Consumption and 3.7125 MW is for export to network for sale to APCPDCL.

For HYDERABAD CHEMICALS LTD.


Managing Director


Chief General manager
(Comm. & RAC)
APCPDCL, Singareni Bhavan,
Redhills, Hyderabad-500 004.

ఆంధ్రప్రదేశ్ సంప్రదాయేతర ఇంధన వనరుల అభివృద్ధి సంస్థ లి.,
Non-Conventional Energy Development Corporation of Andhra Pradesh Ltd.,

(A State Government Company)

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

Tel : Off : 040-23202391 / 23203638/ 23203376 Fax : 040-23201666 E-mail : nedcap@ap.nic.in



Branch Office :

Tel :

Ref: NEDCAP/WE/5470/2004-05

Dt.05.02.2005

PROCEEDINGS

Sub: **Wind power Project in private sector - Communication of sanction for 0.75 MW capacity wind farm project under wind estate scheme at Kadavakallu, Anantapur Dist. - Reg.**

- Ref: 1. Your application for allotment of wind farm dt.20.12.2004
2. G.O.Ms.No.64 dt.29-3-94 of Energy & Forests (RES) Dept. Govt. of A.P.
3. Minutes of the 189th Board meeting held on 23.12.2004

In the reference 1st cited, M/s Hyderabad Chemical Supplies Ltd, have applied to NEDCAP for allotment of additional 0.75 MW capacity to take up wind power project under wind estate scheme at Kadavakallu, Anantapur dist. for generation of electric power for captive use / sale to A.P. Transco.

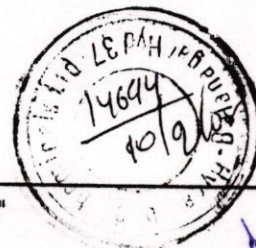
As per the orders issued by the State Govt. in the reference 2nd cited, wherein NEDCAP is permitted to sanction wind power projects of capacity up to 20 MW, the Board of NEDCAP during its meeting held on 23.12.2004 has approved for allotment of 0.75MW additional capacity project to M/s Hyderabad Chemical Supplies Ltd

Accordingly, additional capacity of 0.75MW wind power project is sanctioned to M/s. Hyderabad Chemical Supplies Ltd under wind estate scheme in addition to the 3.00 MW capacity sanctioned during July,2004 at Kadavakallu in Anantapur district. 2.25 MW capacity may be executed in non wind estate area against sanctioned capacity of 3.00 MW and capacity of 1.50 MW wind farm project sanctioned to execute at Kadavakallu under wind estate scheme to M/s Hyderabad Chemical Supplies Ltd to set up at Kadavakallu, Anantapur dist. for generation of power for captive use/sale of power to A.P. TRANSCO.

The allotment is accorded subject to the following conditions.

1. The Developer shall execute the sanctioned capacity of 0.75 MW capacity on or before 05.02.2007, failing which the wind farm allotment will be cancelled.
2. Under the project sanctioned, the windmills, which are having type approval including power curve certification from designated international test stations and classification certified, shall only be installed. The execution of works shall be in line with the type approval issued. The Developer shall provide self-certification on performance of wind electric generators to be installed under the sanctioned project.
3. No second hand or used wind turbines imported from abroad shall be installed.
4. If there is any change in the proposal, the same shall be brought to the notice of NEDCAP and approval shall be obtained for such changes.

Contd..2



"Renewable Energy for Rural Development"

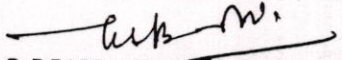
For HYDERABAD CHEMICALS LTD.

Managing Director

Chief General manager
(Comm. & RAC)
APCPDCL, Singareni Bhavan,
Redhills, Hyderabad-500 004,

5. The Developer should ensure that the windmill generate grid quality power with power factor not less than 0.90 and should draw minimum reactive power.
6. The developer shall pay the power evacuation charges @ Rs.10 lakhs per megawatt to A.P.Transco.or as per the policy of APERC / A.P.Transco / DISCOM.
7. Proper micro siting coupled with selection of location should be undertaken for optimum utilization of land and generation.
8. The developer shall enter into an agreement with NEDCAP and shall pay service charges @ 1.00 % of the project cost, considering Rs.400 lakhs/MW as project cost at the time of entering into agreement. An irrevocable Bank guarantee of Rs.25,000/- per megawatt valid for a period of 24 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.
9. The developer shall abide by the regulations of the Andhra Pradesh Electricity Regulatory Commission (APERC). The proceedings issued by APERC shall be followed. The developer shall approach APERC for obtaining license/exemption from obtaining license for supply/use of power. In the event of APERC disallowing captive consumption or third party sale, the developer shall be required to enter into PPA with AP TRANSCO. The NEDCAP cannot guarantee either the power purchase price or the AP TRANSCO entering into PPA as these are dependent upon the power supply position in the state at a given point of time and requirement of power by AP TRANSCO. The developer will be proceeding at his own risk with regard to either regulatory clearances for supply license or power purchase agreement with AP TRANSCO.
10. The developer shall follow the guidelines issued by MNES/State Govt./NEDCAP from time to time and shall submit monthly progress reports to NEDCAP on status of the project

The receipt of the letter may be acknowledged along with action plan for implementation of project sanctioned.


V.C & MANAGING DIRECTOR

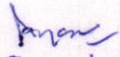
2/3

To
✓ **M/s.Hyderabad Chemical Supplies Ltd**
A24/25, Assisted Industrial Estate,
Balanagar, Hyderabad - 500 037.

Copy to the Prl. Secy. to Govt, Energy Dept, Govt. of A.P. Hyderabad.
Copy to the Secretary, APERC, Hyderabad
Copy to Chairman and Managing Director, APCPDC Ltd., Hyderabad.
Copy to the Chief Engineer, IPC , AP TRANSCO ,Hyderabad.
Copy to the District Collector, Anantapur District
Copy to the Asst. Manager, Anantapur District

For HYDERABAD CHEMICALS LTD.


Managing Director


Chief General manager
(Comm. & RAC)
APCPDCL, Singareni Bhavan,
Redhills, Hyderabad-500 004.



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

04AA 344550

S. No. 5117 01/02/2005

Purchaser M.S. Rao.

S/o N.P. Rao.

For whom M.S. Hyderabad chemical supplies ltd

K. NAGARAJA MANI

S.V.L. No. 46/99, R. No. 42/200

Shop No. 59/A, Kishal Towers

Khairatabad, Hyderabad.



AGREEMENT

This Agreement is made on this 05th the day of February, 2005 between the Non-Conventional Energy Development Corporation of A.P. Limited (NEDCAP) on one part which term shall mean and include its successors, legal representatives and assignees etc., (hereinafter called NEDCAP) represented by its VC & Managing Director, and M/s Hyderabad Chemical Supplies Ltd, (hereinafter called company), having office at A-24/25, APIE, Balanagar, Hyderabad - 500 037 represented by its Managing Director, which expression shall include its successors, legal representatives and assignees.

WHEREAS, the company has made an application dated. 23.12.2004 to the Non-Conventional Energy Development Corporation of A.P. Ltd (NEDCAP) to set up wind farms with capacity of 0.75 MW for power generation at Kadavakallu, Anantapur district location for Captive use / Sale to A.P. Transco under wind estate scheme.

AND WHEREAS, NEDCAP has accorded permission additional capacity of 0.75MW wind power project is sanctioned to M/s. Hyderabad Chemical Supplies Ltd under wind estate scheme in addition to the 3.00 MW capacity sanctioned during July,2004 at Kadavakallu in Anantapur district. 2.25 MW capacity may be executed in non wind estate area against sanctioned capacity of 3.00 MW and ~~now additional~~ capacity of ~~0.75~~ MW wind farm project sanctioned to execute at Kadavakallu under wind estate scheme to **M/s Hyderabad Chemical Supplies Ltd vide Ir.no.NEDCAP/WE/5470/2005 Dt.05.02.2005** at Kadavakallu, Anantapur dist. location, as per G.O.Ms.No.64 dt.29.3.94 issued by the Govt. of A.P.

For HYDERABAD CHEMICALS LTD. For Hyderabad chemical supplies ltd.

Managing Director

For Non-Conventional Energy Development Corporation of Andhra Pradesh Ltd.

Vice Chairman & Managing Director

Chief General manager (Comm. & RAC) APEDCL, Singareni Bhavan, Road No. 115, Hyderabad-500 004.

Handwritten signature and initials.

NOW , THEREFORE, IT IS THEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

1. The Company shall set up the project in the land allotted under wind estate at Kadavakallu in Anantapur district of Andhra Pradesh by NEDCAP.
2. NEDCAP will allot the Government land to the Company, at identified location at the market value fixed by the Govt. for a maximum capacity of 20 MW, subject to the condition that the land shall not 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. The company will pay the cost of land development, cost of internal and approach roads including any other charges as fixed by NEDCAP on pro-rata basis based capacities allotted and also you are liable to pay the enhanced the cost if any in case of it is revised at a later date at the time of alienation of the land by the Govt. of A.P.
4. 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.
5. The Company shall abide by the regulations of the Andhra Pradesh Electricity Regulatory Commission (APERC). The proceedings issued by APERC shall be followed. The developer shall approach APERC for obtaining license/exemption from obtaining license for supply / use of power. In the event of APERC disallowing captive consumption or third party sale, the developer shall be required to enter into PPA with AP TRANSCO. The NEDCAP cannot guarantee either the power purchase price or the AP TRANSCO entering into PPA as these are dependent upon the power supply position in the state at a given point of time and requirement of power by AP TRANSCO. The developer will be proceeding at his own risk with regard to either regulatory clearance for supply license or power purchase agreement with AP TRANSCO.
6. The Company shall pay 1.00% of the project cost towards consultancy and service charges for the following services to NEDCAP:
 - a) Identification of site (b) Acquisition of land from Govt. and allotment at cost (c) Contour survey (d) Micro siting (e) Land development at cost (f) co-ordination with A.P. Transco for grid interfacing arrangement (g) Tech. Supervision of erections & commissioning.
7. The Company shall obtain all clearances necessary for installation of wind farms in accordance with statutory provisions, guidelines issued by the Government of India and the Government of Andhra Pradesh from time to time.
8. The Company shall complete the financial closing within a period of six months from the date of signing of the Agreement or before such extensions as may be accepted and granted by the 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.
9. The Company shall execute the work as per terms of the allotment letter. In case, Company fails to execute the work within the stipulated time, the Company shall take an extension from the VC & Managing Director, NEDCAP. In the event of the company failure to do so, NEDCAP will recommend to Govt. for the resumption of land.

For HYDERABAD CHEMICALS LTD.

Contd..3

For Hyderabad chemical supplies ltd.

Managing Director

Managing Director

For Non-Conventional Energy Development Corporation of Andhra Pradesh Ltd.

Vice Chairman & Managing Director

Chief General manager
(Comm. & RAC)
APCPDCL, Singareni Bhavan,
Redhills, Hyderabad-500 004.

10. At the time of land allotment, the Company shall give a schedule of execution of the project. The project must be commissioned within a period of two years from the date of this agreement. The company shall provide an irrevocable bank guarantee of Rs.25,000/- (Rupees Twenty five thousand only) per megawatt at the time of agreement, for a period of twenty four months (24 months). The amount will be adjusted against penalties imposed, if any, due to delay in execution of the project.
11. If the Company fails to complete the project as per agreed schedule, for each fortnight delay in commissioning of the project, a penalty of 20% of the bank guarantee amount, i.e., Rs.5,000/- per megawatt will be imposed. If the project is not commissioned within three months beyond the schedule date of commissioning as per the agreement, the agreement would stand automatically annulled. All permissions including the allotment of land would stand automatically cancelled and the bank guarantee given by the Company will be encashed.
12. The Company shall permit the other wind developers to use the roads and other infrastructure facilities if any on the allotted land and also provide infrastructure and other facilities for conveyance and for transmission of power necessary in that area.
13. The Company shall permit the officers of the Non Conventional Energy Development Corporation of A.P. Ltd / Government of Andhra Pradesh / Government of India for inspection/verification.
14. All the disputes arising out of this agreement shall be under the jurisdiction of Hyderabad Courts.

IN WITNESSESS WHERE OF the parties above have set their hands and signed this Agreement on the 5th day, February, month and 2005 year above mentioned.

WITNESSES

1.


2.

N.E.D.C.A.P. ^{For Non-Conventional Energy Development}
Corporation of Andhra Pradesh Ltd.


Vice Chairman & Managing Director

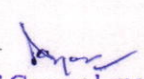
Company

For Hyderabad chemical supplies ltd.


Managing Director

For HYDERABAD CHEMICALS LTD.


Managing Director


Chief General manager
(Comal. & RAC)
APCPDCL, Singareni Bhavan,
Redhills, Hyderabad-500 004.



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHIRA PRADESH *S. Suresh* 04AA 397042

P. SRINIVAS
S.V.L. No. 74/33 R No. 24/2005
7-1-400/10, AMEERPET,
Balkampet Road, Hyderabad-16.



No. 3817 1/2/05 Rs 100

OLD K. P. Rajin
to Meeru Samraj. Mo 097
OR WHOM Hyderabad Chemicals Supplier Ltd & S

AGREEMENT

This Agreement made on this 18th day of February, 2005 at Hyderabad between:

HYDERABAD CHEMICAL PRODUCTS LIMITED a Company incorporated under the Companies Act, 1956 having its Registered office at A-24/25, APIE, Balanagar, Hyderabad - 500 037 represented by Mr.N.Sukumar, Managing Director (hereinafter referred to as the party of the FIRST PART)
AND

HYDERABAD CHEMICAL SUPPLIES LIMITED a Company incorporated under the Companies Act, 1956 having its Registered office at 4-3-475, Devika Mahal, Bank Street, Hyderabad - 500095 represented by Mr. N. Srigiri Rao, Asst. Manager - M.I.S & Accounts (hereinafter referred to as the party of the SECOND PART)

WHEREAS:

- a. The party of the FIRST PART has decided to set up 0.75 MW Wind Power Project at Kadavakallu, Anantapur District, Andhra Pradesh after obtaining the approval from its Board of Directors in their meeting held on 14-10-2004.
- b. The party of the FIRST PART had made the necessary application to Non-Conventional Energy Development Corporation of Andhra Pradesh Limited (hereinafter referred to as "NEDCAP") for setting up of the aforesaid power project along with the application fee and service charges.

For HYDERABAD CHEMICAL PRODUCTS LTD.

[Signature]
MANAGING DIRECTOR.

Continuc... P/2

for Hyderabad Chemical Supplies Ltd.
[Signature]
N. Srigiri Rao
Asst. Mgr. (M.I.S & Accounts)

For HYDERABAD CHEMICALS LTD.

[Signature]
Managing Director.

[Signature]
Chief General manager
(Comm. & RAC)
APCPDCL, Singareni Bhavan,
Redhills, Hyderabad-500 004.

- c. The party of the FIRST PART was then accorded approval by "NEDCAP" vide its Letter No. NEDCAP/WE/5470/2005 dated 15th January, 2005 for setting up of the aforesaid power project subject to fulfillment of the following terms and conditions as laid down in the aforesaid letter (Copy of the Letter is enclosed as Annexure A to this Agreement)
- d. The party of the FIRST PART was advised to pay Rs.41,250/- towards the cost of 8.25 acres of land by NEDCAP vide its Letter No. NEDCAP/WE/5470/2005 dated 4th February, 2005 for arranging advance possession of the aforesaid land for implementing the power project (Copy of the Letter is enclosed as Annexure B to this Agreement).
- e. The party of the FIRST PART has made the necessary payment towards the land cost and also fulfilled the terms and conditions as laid down in the approval letter referred in 'Point No. c' above.
- f. "NEDCAP" had then issued a final sanction Letter bearing No. NEDCAP/WE/5470/2004 - 05 dated 5th February, 2005 for commissioning of the power project (Copy of the Letter is enclosed as Annexure C to this Agreement).
- g. The power generated from the aforesaid project to be set up by the party of the FIRST PART is proposed to be sold to APTRANSCO by entering into necessary power purchase agreement.
- h. The party of the FIRST PART has been advised by APTRANSCO to lay a feeder upto 132/33 KV Komatikuntla Sub-Station (hereinafter referred to as Sub-Station) for evacuation of the power generated from the said project.
- i. The project site is approximately 8 kms away from the Sub-Station and the cost of laying a feeder including the necessary bay extension facilities at the Sub-Station would be amounting to Rs.50 lakhs approximately as against Rs.7.5 lakhs which the party of the FIRST PART would have paid to APTRANSCO under the earlier practice of tapping the existing 33 KV OH line.
- j. The party of the FIRST PART is a Wholly owned Subsidiary of the party of the SECOND PART and the party of the FIRST PART is also aware that the party of the SECOND PART is also setting up a 3.75 MW Wind power project at the same location and has also obtained the necessary approvals / sanctions from NEDCAP.
- k. The party of the SECOND PART has also been advised by APTRANSCO to lay a feeder upto 132/33 KV Komatikuntla Sub-Station (hereinafter referred to as Sub-Station) for evacuation of the power generated from the said project as against the earlier practice of tapping the existing 33 KV OH line and have the energy meter installed at the Sub-Station.
- l. The party of the FIRST PART does not find the power evacuation advise of the APTRANSCO economically viable as the project capacity is of just 0.75 MW and also considering the fact that the plant load factor for the project is around 20% only and hence proposed the following alternate power evacuation arrangement with the party of SECOND PART
- m. The party of the FIRST PART shall have the required energy meter installed at its project site itself, confirming to the specifications of the energy meter that would have been otherwise installed at the Sub-Station as advised by APTRANSCO, to record the generation from its project and shall have this generation exported through the feeder which is being laid by the party of the SECOND PART.
- n. The party of the SECOND PART shall also install one similar energy meter at the project site and another similar energy meter at the Sub-Station.
- o. The energy meter installed at the project site shall record the combined generation of both the projects. The difference between the generation recorded by this energy meter and generation recorded by the energy meter of the party of the FIRST PART will be the generation of the project of the party of the SECOND PART.
- p. The generation recorded by the energy meter installed at the Sub-Station by the party of the SECOND PART will be net of line losses and it would be this same generation which APTRANSCO will consider for making payments or for wheeling as the case may be.

For HYDERABAD CHEMICAL PRODUCTS LTD.

For HYDERABAD CHEMICALS LTD.

MANAGING DIRECTOR

Managing Director

Continue... P/3

for Hyderabad Chemical Products Ltd.
N. Srinivas
Asst. Mgr. (M.K.A. Dept.)

Chief General Manager
(Comm. & R.A.C.)

APCPDCL, Singareni-Bhawan,
Redhills, Hyderabad-500 004.

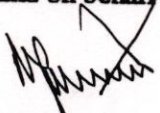
P/3

NOW IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS: -

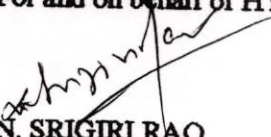
1. The expenditure to be incurred by the party of the SECOND PART for evacuation of the power to be generated from these wind mills shall be apportioned between the party of the FIRST PART and the party of SECOND PART in proportion to the capacity of their respective projects.
2. The party of the FIRST PART shall pay the amount apportioned to its project (as calculated in Point No.1) on completion of commissioning of the project.
3. The revenue that would accrue to or be realized by the party of the SECOND PART from the generation of all the wind mills and metered at at Sub-Station, shall be apportioned between the party of the FIRST PART and the party of the SECOND PART in the ratio of generation from their respective projects.
4. All correspondences to be made with A.P.Transco or any other competent authority for creation of evacuation facility or in respect of metering of energy or any other related matters shall be made by the party of the SECOND PART as the generation of all the wind mills are metered in common energy meter at Sub-station and all such correspondences shall be binding on the party of the FIRST PART as far as it relates to it's project.

IN WITNESS WHEREOF the parties hereto have signed this agreement on the day, month and year mentioned hereinbefore.

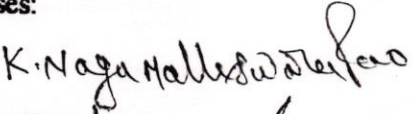
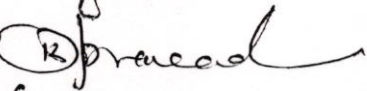
1. For and on behalf of HYDERABAD CHEMICAL PRODUCTS LIMITED


N.SUKUMAR
MANAGING DIRECTOR


2. For and on behalf of HYDERABAD CHEMICAL SUPPLIES LIMITED



N. SRIGIRI RAO
ASST. MANAGER (M.I.S & ACCOUNTS)

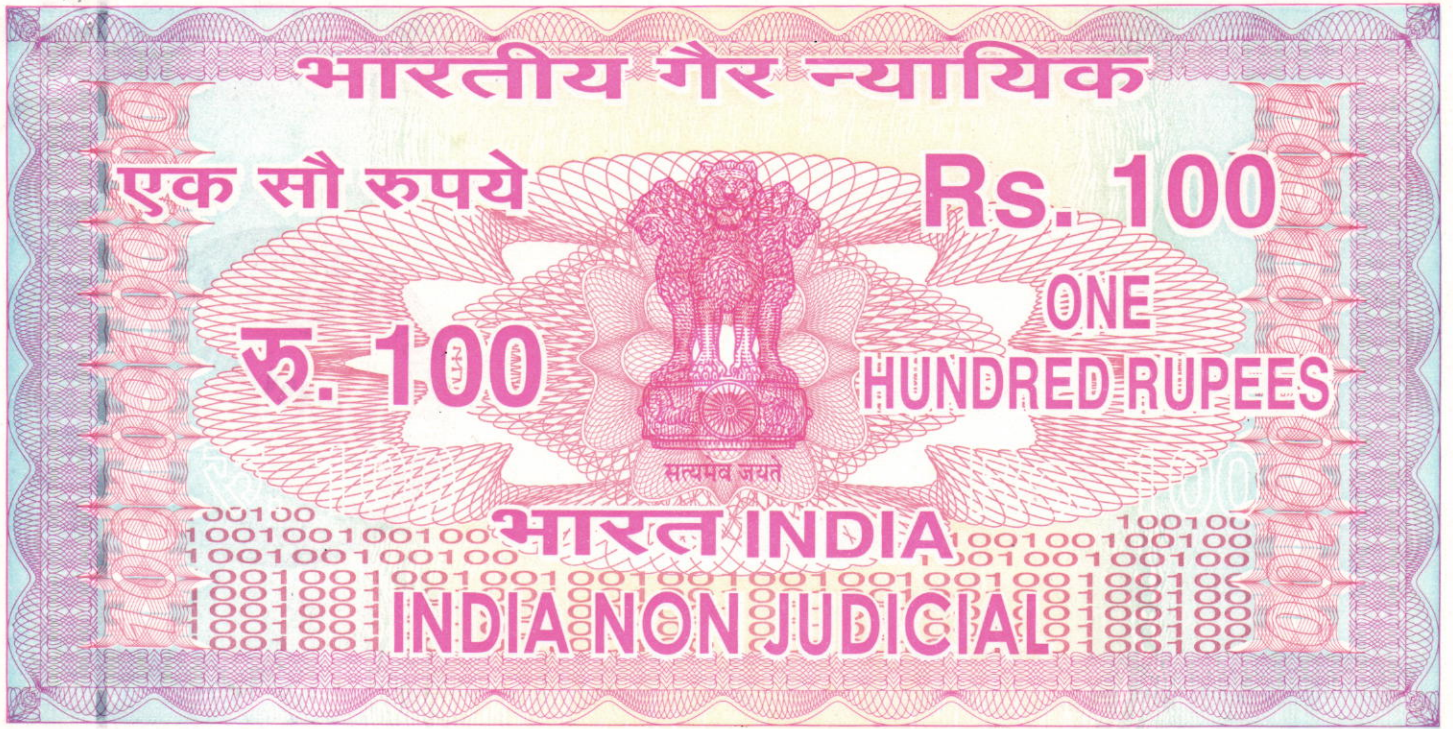
Witnesses:

1. 
K. NAGANALLU
2. 
(K. DUREA PRASAD)

For HYDERABAD CHEMICALS LTD.


Managing Director


Chief General manager
(Comml. & RAC)
APCPDCL, Singareni Bhavan,
Redhills, Hyderabad-500 004.



తెలంగాణ తేలంగానా TELANGANA

G 540716

S.No. 14034, Date: 22-11-2016, Rupees: 100/-
Sold to: A. Vijay Kumar
S/o. Late. A. Anantha Ramaiah, R/o Hyd.
For whom: Vibrant Greentech India Pvt. Ltd., Hyd.


M.SANJEEVA REDDY
Govt. L.S.V.Lic No.16-07-006 of 1998
Renewal Licence No.16-07-003 of 2016
H.No.5-2-436/A, Risala Abdulla, N.S Road,
Hyderabad, T.S Ph:040-24615453

Amendment dated 07.02.2017 entered between APSPDCL and M/s. Vibrant Greentech India Pvt Limited to the Power Purchase Agreement (PPA) dated 09.06.2006 entered between APCPDCL and M/s Hyderabad Chemicals Limited.

1. Whereas, the Power Purchase Agreement dated 09.06.2006 was entered into (hereinafter referred to as "Agreement") between M/s. **Hyderabad Chemicals** Limited and APCPDCL in respect of 3.75MW capacity Wind Power Plant set up at Kadavakallu (V), Anantapuram District. The Project was commissioned on 31.3.2005 and this Agreement is in force now.
2. Where as due to bifurcation of the state and due to merging of Anantapuram and Kurnool Circles with APSPDCL from APCPDCL on 02.06.2014, the files pertaining to M/s. Hyderabad Chemicals Ltd have been handed over to M/s. APSPDCL by APCPDCL for further maintenance.

For Vibrant Greentech India Private Limited



Authorized Signatory


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

3. Whereas the Developer has requested APSPDCL for change of name from M/s. **Hyderabad Chemicals Limited** to M/s Vibrant Greentech India Pvt Ltd for 3.75MW Wind power plant located at Kadavakallu (V), Anantapuram District.
4. Whereas the NREDCAP has accorded approval vide letter No. NREDCAP/WE/5046/2016, dt: 06.6.2016 for change of name of the company from M/s Hyderabad Chemicals Limited to M/s Vibrant Greentech India Pvt Limited as per NREDCAP approvals and Fresh Certificate of Incorporation Consequent on Change of Name issued by the Registrar of Companies of A.P.,. A copy of which is attached herewith as enclosed.
5. Whereas the APSPDCL has considered the request of the company for change of name from M/s Hyderabad Chemicals Limited to M/s Vibrant Greentech India Pvt Limited as per NREDCAP approval. All future correspondence in respect of 3.75MW capacity Wind Power Plant at Kadavakallu (V), Anantapuram District will be made in the name of M/s. Vibrant Greentech India Pvt Limited. The other terms and conditions of the agreement remain unaltered.
6. M/s. Vibrant Greentech have accepted for the terms and conditions of the PPA dt. 09.06.2006 and also for the responsibilities and liabilities of M/s. HCL towards APSPDCL.
7. 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 Vibrant Greentech India Private Limited


Authorised Signatory


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