

S.No. 2677 DATE 12.10.02 RS. 100/- 6640 APTRIC  
 SOLD TO M. Srinivas  
 S/o W/o D/o GURU chand  
 FOR WHOM M/s. Srinivasa Power Pvt. Ltd. Hyderabad

K. Lalithamma  
 K. LALITHAMMA  
 S.V. Lic.No: 82/38 R.No. 53/2001  
 138/3RT, V.jaya Nagar Colony,  
 HYDERABAD-500 087

**POWER PURCHASE AGREEMENT  
 BETWEEN  
 TRANSMISSION CORPORATION OF ANDHRA PRADESH LIMITED  
 AND  
 M/s SRINIVASA POWER PRIVATE LIMITED**

This Power Purchase Agreement (the "Agreement") entered into this 5<sup>th</sup> Day of Feb February, 2002, between Transmission Corporation 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 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 Srinivasa Power Private Limited a Company incorporated under Indian Company's Act, 1956, having its registered office at Plot No. 9A, Gayatri Nagar, Ameerpet, Hyderabad – 500 038, Andhra Pradesh, 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. This Agreement supersedes in its entirety the Power Purchase & Wheeling Agreement entered into on 17.1.2000 between APTRANSCO & M/s Srinivasa Power Private Limited;

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

For Srinivasa Power Private Limited  
  
 Managing Director.



2. WHEREAS, the Company has proposed to setup Mini Hydel Projects with 1x550 KW capacity on off-take of Mudimanikyam Major from Nagarjunasagar Left Canal at KM 38 at Village Thummadam in Nidmanoor Mandal, Nalgonda District, Andhra Pradesh, as detailed in Schedule 1 attached herewith, hereafter called the project, and the Andhra Pradesh State Electricity Board hereafter referred to as APTRANSCO has accorded approval to the said proposal in B.P(Proj-IPC) Ms.No. 98 dated 14.9.98 copy whereof is attached herewith as Schedule 2A;


3. WHEREAS, Non-Conventional Energy Development Corporation of Andhra Pradesh Ltd., (NEDCAP) is made the Nodal Agency for dealing with Mini Hydel Projects as per G.O.Ms.No.37 Energy (Power-I) dated 1.2.99, and the NEDCAP has accorded approval to the said proposal in their Lr.No.NEDCAP/MHS/40/99/1684 dated 13.8.1999 and Lr.No.NEDCAP/MHS/40/99/2105 dated 22.11.1999, copies whereof are attached herewith as Schedule 2B & 2C. The Company entered into an Agreement with NEDCAP on 23<sup>rd</sup> day of November 1999 for setting up of 1x550 KW Mini Hydel Project. Copy of Agreement is attached herewith in Schedule 3;

4. The Company shall fulfill the conditions of Agreement entered with NEDCAP and obtain 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 APTRANSCO 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 shall be effective upon its execution and delivery thereof between parties hereto and shall continue in force from the Commercial Operation Date (COD) i.e., 15.4.2001. This Agreement is enforceable subject to obtaining consent of Andhra Pradesh Electricity Regulatory Commission as per Section 21 of Andhra Pradesh Electricity Reform Act 1998 (Act No.30 of 1998).

7. 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:

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

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For Srinivasa Power Private Limited  
  
 Managing Director.

**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 25<sup>th</sup> of the calendar month and ending on the 24<sup>th</sup> 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 guide lines 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 APTRANSCO at the Interconnection Point as defined in Article 1.8, as measured by the energy meters at the Interconnection Point during that Billing Month.

**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:** In case of the projects interconnected at project switchyard the estimated line losses will also be subtracted first as provided in Article 1.8 from the metered energy exported.

- 1.5 **Due Date of Payment:** means the date on which the amount payable by the APTRANSCO 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, 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 APTRANSCO.
- 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 APTRANSCO upto the project's

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

For Srinivas Power Private Limited  
  
Managing Director.



switch yard 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 APTRANSCO to economically, reliably and safely receive Delivered Energy from the Project in accordance with the terms of this Agreement.


**Explanation 1:** For Wind Farms the development charges shall be paid by the Company at Rs.10 lakhs per MW as per existing Government orders and APTRANSCO will provide evacuation facilities.

**Explanation 2:** For Mini Hydel Schemes, the Company have to bear the entire expenditure of interconnection facilities for power evacuation as per the sanctioned estimate by the respective field officers.

- 1.8 **Interconnection Point:** means the point or points where the Project and the APTRANSCO's grid system are interconnected. The metering for the Project will be provided at the Interconnection Point as per Article 4.1.

**Explanation :** In case of cluster of Mini Hydel Schemes, cluster of Wind farms where the projects are interfaced with the near by APTRANSCO's Grid then the Interconnection Point will be at the Project's Switch Yard. The estimated line loss component (line losses from the Mini Hydel Scheme / Wind farm to the designated substation where the ring main terminates) for the respective Mini Hydel Scheme / Wind farm is to be worked out and apportioned as per the their capacity and intimated to the developer, and subtracted from the metered units at Mini Hydel Scheme / Wind farm project switch yard, to arrive at the Delivered Energy by the Project.

- 1.9 **Metering 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 Mini Hydel Project to generate 1x550 KW capacity on off-take of Mudimaniyam Major from Nagarjunasagar Left Canal at KM 38 at Village Thummadam in Nidmanoor Mandal, Nalgonda District, Andhra Pradesh, entrusted to the Company for construction and operation as detailed in Agreement entered into with NEDCAP and shown in Schedule 3 attached herewith and includes the metering system.
- 1.11 **System Emergency:** means a condition affecting the APTRANSCO'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, or which endangers life or property, which condition is affected or aggravated by the continued delivery of Delivered Energy from the Project.
- 1.12 **Surcharge on Reactive Power drawn by Wind Farms/Mini Hydel Stations:** means the charges leviable on the reactive power drawn by Wind Electric Power Farms/Mini Hydel Stations at the rate of 10 paise (Ten paise only) per unit of reactive energy drawn from APTRANSCO's grid or such other charges fixed by the Commission from time to time.

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

For Srinivasa Power Private Limited  
  
 Managing Director.



**Explanation 1:** Induction generators used in Wind Electric Power Farms/Mini Hydel Stations draw reactive power from APTRANSCO's grid during generator mode and motor mode.


**Explanation 2:** Surcharge on reactive power drawn by Wind Farms/Mini Hydel stations 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 APTRANSCO at the Interconnection Point and the Voltage of Delivery is as detailed below.

For Wind farms, Mini Hydel Schemes:

Capacity of the plant	Specified voltage level for interfacing with APTRANSCO grid
Upto 1500 KVA	11 KV
From 1501 KVA to 7500 KVA	33 KV
Above 7500 KVA	132 KV

- 1.15 All other words and expressions, used herein and not defined herein but defined in the Indian Electricity Act, 1910, Electricity (Supply) Act, 1948, Indian Electricity Rules, 1956 and AP Electricity Reform Act, 1998 shall have the meanings respectively assigned to them in the said Acts.

  
**Chief Engineer (IPC)**  
 APTRANSCO, Vidyut Soudha  
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 Managing Director.



**ARTICLE 2**  
**PURCHASE OF DELIVERED ENERGY AND TARIFF**

- 2.1 All the Delivered Energy at the interconnection point for sale to APTRANSCO 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 APTRANSCO at the Interconnection Point.
- 2.2 The Company shall be paid the tariff for the energy delivered at the interconnection point for sale to APTRANSCO at Rs.2.25 paise per unit with escalation at 5% per annum with 1994-95 as base year and to be revised on 1<sup>st</sup> April of every year upto the year 2003-2004. Beyond the year 2003-2004, the purchase price by APTRANSCO will be decided by Andhra Pradesh Electricity Regulatory Commission. There will be further review of purchase price on completion of ten 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 and the Variable Cost.
- 2.3 The tariff is inclusive of all taxes, duties and levies.
- 2.4 No wheeling charges or other charges or assessments shall be levied by the APTRANSCO on purchased energy.
- 2.5 Where in any Billing month, the energy supplied by the APTRANSCO to the Company, shall be billed by the APTRANSCO, and the Company shall pay the APTRANSCO for such electricity supplies, at the APTRANSCO's then-effective tariff applicable to High Tension Category-I Consumers. For this purpose, the maximum demand specified in such APTRANSCO's Tariff shall be computed by dividing the amount of such energy supplied by the APTRANSCO by the total hours in the Billing Month.

**Explanation :** The Generating Plants viz., Wind, Mini Hydel during the plant shut down periods shall draw the energy from APTRANSCO only for the essential loads not exceeding auxiliary consumption.

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

For Srinivasa Power Private Limited  
  
Managing Director.




**ARTICLE 3**  
**INTERCONNECTION FACILITIES**

- 3.1 Upon receipt of a requisition from the Company the APTRANSCO 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. APTRANSCO 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 APTRANSCO's existing system to the Project switch yard.

**Explanation:** For Wind Farms the development charges shall be paid by the Company at Rs.10 lakhs per MW as per the existing Government orders and APTRANSCO will provide evacuation facilities.

- 3.2 APTRANSCO 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 APTRANSCO.
- 3.4 APTRANSCO 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 Government of Andhra Pradesh/APTRANSCO. The orders of Government of Andhra Pradesh 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 APTRANSCO 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 APTRANSCO 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.


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

For Srinivasa Power Private Limited  
  
Managing Director.



**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 APTRANSCO 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.
- 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 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.
- 4.6 Corrections in delivered energy billing, whenever necessary, shall be applicable to the period between the previous monthly meter reading and the date and time of the test calibration in the current month when the error is observed and this correction shall be for the full value of the absolute error. For the purpose of determining the correction to be applied to any meter registering inaccurately, the meter shall be tested under conditions simulating 100, 50, 20 and 10 percent load at unity power factor and 0.5 power factor. Of these eight values, the error at the load and power factor nearest the average monthly load served at the Interconnection Point during the applicable period shall be taken as the error to be applied for correction.
- 4.7 If both the main and check meters fail to record or if any of the PT fuses are blown out, then the energy will be computed on a mutually agreeable basis for that period of defect.
- 4.8 The main and check meters shall be tested and calibrated 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.

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

For Srinivasa Power Private Limited  
  
Managing Director.



- 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 APTRANSCO 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 APTRANSCO's grid. Thereafter, any change in such specifications shall be subject to mutual agreement of the parties.
- 4.12 The Project shall be operated and maintained in accordance with good and generally accepted utility standards with respect to synchronizing, voltage, frequency and reactive power control.
- 4.13 Voltage regulation shall be such as to enable continued paralleling and synchronisation with the grid 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 APTRANSCO 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 switchgear, settings of the relays, etc., shall be subject to approval of the APTRANSCO.
- 4.17 As the Project's generator may carry fault currents that may occur on the APTRANSCO's grid, the Company shall provide adequate generator and switchgear protection against such faults. The APTRANSCO is not responsible for damage, if any, caused to the Project's generator and allied equipment during parallel operation of the generator with the APTRANSCO's grid.
- 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 APTRANSCO's grid due to parallel operation with the grid.
- 4.19 The Company shall control and operate the Project. The APTRANSCO 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 APTRANSCO's reasonable judgment such a reduction will alleviate the emergency. The APTRANSCO 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.


  
 Chief Engineer (IPC)  
 APTRANSCO, Vidyal Soudha  
 HYDRABAD-500 082.

For Srinivasa Power Private Limited  
  
 Managing Director.




**ARTICLE 5  
BILLING AND PAYMENT**

- 5.1 For Delivered Energy purchased, the Company shall furnish a bill to the APTRANSCO calculated at the rate provided for in Article 2.2, in such form as may be mutually agreed between the APTRANSCO 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, APTRANSCO 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 APTRANSCO 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, APTRANSCO 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 APTRANSCO 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) provide that the Company shall have the right to draw upon such Letter of Credit notwithstanding any failure by the APTRANSCO to reimburse the issuer thereof for any draw down made under; and
  - (d) not less than 30 days prior to the expiration of any Letter of Credit, the APTRANSCO 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 thereunder. 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., 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 APTRANSCO, 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 APTRANSCO to make direct payment of any bill by cheque or otherwise on or before the due date of payment by delivering to the APTRANSCO 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 APTRANSCO shall have the right to make direct payment by cheque or otherwise of any bill such

  
Chief Engineer (IPC)  
APTRANSCO, Plot of Soudha  
HYDRABAD 500052.

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For Srinivasa Power Private Limited  
  
Managing Director,

that within 30 days after the date of its presentation to the designated officer of the APTRANSCO, 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 APTRANSCO shall pay the bills of the Company promptly subject to the clauses 5.1 and 5.2 above.


The APTRANSCO 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 APTRANSCO which shall be rectified by the APTRANSCO, if found satisfactory. Otherwise notify its (APTRANSCO'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 APTRANSCO to reimburse the Company, the amount to be reimbursed shall bear interest at 10% per annum from the date of disallowance to the date of reimbursement.

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

Address : M/s Srinivasa Power Private Limited,  
Plot.No. 9A, Gayatri Nagar,  
Ameerpet,  
Hyderabad – 500 038.

Telephone : 040 – 3753940

Fax : 040 – 3753940

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

For Srinivasa Power Private Limited  
  
Managing Director.




**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 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 approvals, permits or licences for operation of the project and sale of energy to APTRANSCO there from under the provision of the relevant laws.

6.2 The APTRANSCO 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.

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

For Srinivasa Power Private Limited  
  
Managing Director.

**ARTICLE 7**  
**DURATION OF AGREEMENT**

This Agreement shall be effective upon its execution and delivery thereof between parties hereto and shall continue in force from the Commercial Operation Date (COD) i.e., 15.4.2001 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, Government of Andhra Pradesh and APTRANSCO.

  
Chief Engineer (TPO)  
APTRANSCO, 15th Floor Sreedha  
HYDRAPOWER, 500 002.

For Srinivasa Power Private Limited  
  
Managing Director.



**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 : M/s Srinivasa Power Private Limited,  
Plot.No. 9A, Gayatri Nagar,  
Ameerpet,  
Hyderabad – 500 038.

Telephone : 040 – 3753940

Fax : 040 – 3753940

**If to the APTRANSCO:**

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

Fax No : 040 - 3313791

Telephone No : 040 - 3393304

- 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.

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

**For Srinivasa Power Private Limited**

  
**Managing Director.**

**ARTICLE 9  
SPECIAL PROVISIONS**

- 9.1 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.
- 9.2 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 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. 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.
- 9.3 However, in respect of power evacuation, the voltage levels for interfacing with APTRANSCO's Grid will be as per Article 1.14. The cost of interconnection facilities have to be borne by the Company as per Article 3.
- 9.4 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.
- 9.5 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.
- 9.6 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.
- 9.7 This Agreement, including Schedule 1, 2 & 3 attached hereto, constitute the entire agreement between the parties with respect to the subject matter hereof, and there are no oral or written understandings, representations or commitments of any kind, express or implied, not set forth herein.
- 9.8 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.
- 9.9 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.

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

For Srinivasa Power Private Limited  
  
 Managing Director.



- 9.10 **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 APTRANSCO have caused this Agreement to be executed as of the date and the year first set forth above.

**For and behalf of**  
**TRANSMISSION CORPORATION OF ANDHRA PRADESH LIMITED**

**WITNESS**

1. *V. Suresh* 5/2/02  
*SE/IPC/1* **By:**

2. *N. Umapathi Rao* 5/2/02  
*(N. UMAPATHI RAO)* **Its:**

*J. Yamini* 5/2/2002  
*Chief Engineer (IPC)*  
APTRANSCO, Vidyut Soudha  
HYDERABAD-500 082.

**For and behalf of**  
**M/s SRINIVASA POWER PRIVATE LIMITED**

**WITNESS**

1. *K.V. Suresh*  
*(K.V. SURESH)* **By:**


2. *M. Srinivas*  
*(M. SRINIVAS)* **Its:**

For Srinivasa Power Private Limited

*M. Srinivas* 5/2/2002  
Managing Director.

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

Sl. No.	Name of the Project	Location	No. of Units	Capacity of each Generator	Capacity of the Station
1.	Mini Hydel power project by M/s Srinivasa Power Private Limited	On Mudimaniyam Major at KM 0-000 take-off from NSLC at KM 38-000, at Tummadam Village in Nidmanoor Mandal, Nalgonda Dist.	1	550 KW	550 KW

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

For Srinivasa Power Private Limited  
  
Managing Director.



**SCHEDULE 2A**

Copy of B.P(Proj-IPC)Ms.No.98 dated 14.9.98

**ANDHRA PRADESH STATE ELECTRICITY BOARD  
ABSTRACT**

Electricity-Private Sector participation in Power Generation-  
Selection of Private entrepreneurs for setting up of Mini Hydel  
Schemes on first come first served basis-Allotment Orders-Issued.

B.P(Proj-IPC)Ms.No.98

Dated.14-09-98.

Read the following:-

- (i) G.O.Ms.No.28 E&F (RES) Dept., dated 14.2.1994.
- (ii) G.O.Ms.No.149 Energy (E&F) Dept., dated 15.11.1998.
- (iii) G.O.Ms.No.93 Energy (RES) Dept., dated 18.11.1998  
adopted by Board in B.P(Proj-IPC)Ms.No.64 dt.22.7.98.


\*\*\*\*\*

In the Government Order first read above the Government of Andhra Pradesh delegated powers to APSEB to handle the Mini Hydel Schemes upto 20 MW either by themselves or through private sector participation.

In exercise of the powers delegated APSEB in the Board meeting held on 10.1.1995 decided that allotment of sites of private developers for implementation of Mini Hydel Schemes shall be done on "first come first served basis" based on the private developers readiness to investigate into the project and come up with viable detailed project reports.


After careful consideration of the entrepreneur's application and in exercise of the powers delegated by the Government of Andhra Pradesh the A.P.S.E.Board hereby accords permission to the following private developer for construction, operation and maintenance of the Mini Hydel Projects noted against each subject to the following conditions.

- i) Location and identification of the drops and collection of relevant Hydraulic data solely rests with the developer.
- ii) The developer shall have to come up with viable detailed project report with in 120 days from the date of issue of orders. If the detailed project report is not submitted in the stipulated time, the allotment order gets cancelled automatically.
- iii) All clearances shall be obtained by the Developer and APSEB will assist to obtain statutory clearances.
- iv) Processing fee of Rs.5000/- per MW is to be remitted in the form of Demand Draft in favour of Pay Officer, APSEB, payable at Hyderabad immediately on receipt of allotment orders.

  
Chief Engineer (IPC)  
APTRANSCO, Vidya Soudha  
HYDERABAD-500082.


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For Srinivasa Power Private Limited

  
Managing Director.

- v) The schedule date of commencement is one year from the date of issue of allotment order by which time the financial closure is done, engineering and layout, designs shall be completed and physical work started at site.
- vi) The schedule date of completion and commissioning of the project is two years from the date of issue of allotment order.
- vii) If the allottee fails to develop the project, he has to forego the preivilage over the drops allotted and Board will have the right to re-allot the drops to others at it's descrition.

Sl. No.	Name of the Developer	Details of the Project and Location
1.	Smt.K.Jyothi, 1-4-4, Burnpet, Narsaraopet - 522 601, Guntur Dist.	Drop at M 0-0-000 on Wazeerabad Major of N.S. Left Canal take off at 49.225 KM with anticipated capacity of 1x500 KW.
2.	Sri M.Gurucharanam, Vijaya Apartments, Prakash Nagar, Narasaraopet - 522 001. Guntur Dist.	Drop on Mudimanikyam Major at M 0-0-000 take off from N.S.Left Canal at 38 KM with anticipated capacity of 1x500 KW.
3.	M/s Kalyana Chakravarthy Solvents Pvt. Ltd., Varagani, Via Pedanandipadu, Pin. 522 235, Guntur Dist.	(1) Drops at location chainage 170,174,234,290,295,299,310, 317,327,338 on Janapadu Branch Canal take off from N.S.Left Canal at 90.540 KM with anticipated capacity of 1000KW (2) Drops at location chainage 281 to 296 on Munimanikyam Major canal taking off from N.S.Left Canal with anticipated capacity of 400 KW.
4.	M/s Shivani Power Spinners (P) Ltd., 6-3-347/17/5, Dwarakapuri Colony, Punjagutta, Hyderabad - 500 082.	(1) Drops at M 0-0-000 to M2-4-110 on Daida Major take off from N.S.Right Main Canal at 3 miles down stream of Bugga-vagu with anticipated power generation of 550 KW. (2) Drops at M 1-5-010 to M8-5-110 on Tangeda Major take off from Zulakallu Branch Canal at M 1-3-299 of N.S. Right Canal, with anticipated power generation of 1000 KW. (3) Drops at M 2-6-330 to M4-6-510 on Akurajupalli Major


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

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For Shivani Power Private Limited  
  
Managing Director.



- take off from Zulakallu Branch Canal at M 1-3-299 of N.S. Right Canal, with anticipated power generation of 500 KW.
5. Sri D.V.L.N.Anil Kumar,  
Quarter No.B/3, N.S.P.Colony,  
Lingamguntla, Narasaraopet,  
Guntur Dist. Drops at M 6-5-220 & M 6-7-000  
on Pamidipadu Branch canal with  
anticipated power generation of  
250 KW.
6. Sri N.Venkateswarlu,  
C/o N.V.Krishna Rao,  
A-3, N.S.P.Colony,  
Nekarikallu - 522 615,  
Guntur Dist. (1) Drops at M 4-6-440 to M6-5-000  
on Amaravathi Major taking off  
from Guntur Branch Canal at  
M 19-1-220 with proposed  
power generation of 500 KW.  
(2) Drops at M 0-0-390 to M1-2-150  
on Gorantla Major taking off  
Guntur Branch Canal at  
M 1-7-350, with anticipated  
power generation of 200 KW.  
(3) Drops at M 3-5-110 to M7-4-220  
on Ramapuram Major taking off  
from N.S.Right Canal near  
Karampudi, with anticipated  
power generation of 250 KW.
7. M/s PMC Power Pvt. Ltd.,  
Saincher Palace,  
10-3-152/B/203,  
East Marredpally,  
Secunderabad - 500 026. (1) Drops at M 38-2 to M 39-6  
on Paidipadu Major take off at  
M 37-3-272 of Addanki Branch  
Canal of N.S.Right Canal.  
with anticipated power  
generation of 400 KW.  
(2) Drops at  
(i) M 8-4-330 to M8-7-550  
on Modepalli Major starting  
from Regulator at M 7-3-110  
on Pamidipadu Branch Canal of  
Darsi Branch Canal.  
Anticipated power generation  
400 KW and  
(ii) M 9-0-220 to M 9-4-330  
on Modepalli Major starting  
from Regulator at M 7-3-110  
on Pamidipadu Branch Canal of  
Darsi Branch Canal with  
anticipated power generation  
of 500 KW.  
(3) Commuru head regulator at  
13-0-700 of Buckingham Canal  
taking off from Krishna  
Barrage. Anticipated power  
generation 800 KW.
8. M/s Kalpataru Hydro,  
Door No.14-01-31, Drops at M 0-3-000 to M 2-1-000  
on Perumallapalli Major taking

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

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For Srinivasa Power Private Limited  
  
Managing Director.

Vinukonda Road,  
Market Centre,  
Narasaraopet - 522 601,  
Guntur Dist.

of from N.S.Right Canal at  
M 69-6-049 with anticipated power  
generation 1x300 & 1x200 KW  
total 500 KW.

Allotment is made subject to condition that the Certificate of  
Registration issued by Registrar of Companies in the name of  
M/s Kalpa Taruvu Hydro may be produced.

9. Sri M.Ravindra Babu,  
S/o M.Kesava Rao,  
1st Lane, Pandaripripuram,  
Chilakaluripet - 522 616,  
Guntur Dist.
- (1) Drops at M 0-0-000 to 1-0-190  
on Eddanapudi Branch  
Canal taking off from Addanki  
Branch Canal at M 37-3-272  
with anticipated power  
generation 450 KW.
- (2) Drops at M 0-4-645 to 1-5-230  
on Kotapadu Major  
taking off from Eddanapudi  
Branch Canal at M 1-2-210  
with anticipated  
Power Generation 550 KW.

The Developer is requested to take further necessary follow-  
up action regarding executing Hydro Power Development Agreement  
with the APSEB which should include a performance guarantee for  
timely completion, power evacuation arrangements for wheeling the  
energy and obtain required clearances for setting up the project.


(BY ORDER AND IN THE NAME OF A.P.S.E.BOARD)

ANIL KUMAR KUTTY  
MEMBER SECRETARY.

To  
Smt.K.Jyothi,  
1-4-4, Burnpet,  
Narasaraopet - 522 601,  
Guntur Dist.

Sri M.Gurucharanam,  
Vijaya Apartments,  
Prakash Nagar,  
Narasaraopet - 522 001.  
Guntur Dist.

M/s Kalyana Chakravarthy  
Solvents Pvt. Ltd.,  
Varagani,  
Via Pedanandipadu,  
Pin. 522 235,  
Guntur Dist.

  
Chief Engineer (HCO)  
APTRANSCO, Vidyut Soudha  
HYDRABAD - 500 082.

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For Srinivasa Power Private Limited  
  
Managing Director.



M/s Shivani Power Spinners  
(P) Ltd.,  
6-3-347/17/5, Dwarakapuri  
Colony, Punjagutta,  
Hyderabad - 500 082.

Sri D.V.L.N.Anil Kumar,  
Quarter No.B/3, N.S.P.Colony,  
Lingamguntla, Narasaraopet,  
Guntur Dist.

Sri N.Venkateswarlu,  
C/o N.V.Krishna Rao,  
A-3, N.S.P.Colony,  
Nekarikallu - 522 615,  
Guntur Dist.

M/s PMC Power Pvt. Ltd.,  
Saincher Palace,  
10-3-152/B/203,  
East Marredpally,  
Secunderabad - 500 026.

M/s Kalpataruvu Hydro,  
Door No.14-01-31,  
Vinukonda Road,  
Market Centre,  
Narasaraopet - 522 601,  
Guntur Dist.

Sri M.Ravindra Babu,  
S/o M.Kesava Rao,  
1st Lane, Pandaripripuram,  
Chilakaluripet - 522 616,  
Guntur Dist.


Copy to:

The Secretary, Energy Department, GOAP, Hyderabad.  
The Principal Secretary, Irrigation Department, Government of A.P.  
The Commissioner for Project Formulation cum Ex-officio Secretary  
CAD, Government of Andhra Pradesh.  
The Special Officer/IPC/Vidyut Soudha/Hyderabad-49.  
The Chief Engineer/Transmission/APSEB/Vidyut Soudha/Hyderabad.  
The All Chief Engineers/APSEB.  
The All F.A & C.C.As/APSEB.  
The Chief Engineer(Major Irrigation)/Errum Manzil/Hyderabad.  
The Chief Engineer/Investigation/I&CAD/Errum Manzil/Hyderabad.  
The Superintending Engineer/Irrigation Circle/I&CAD/Narasaraopet  
and Ongole.  
The Chief Engineer/NSRC/CADA/Guntur-4.  
The Superintending Engineer/Operation/Guntur.  
The Superintending Engineer/Operation/Ongole.  
The Divisional Engineer/Operation/Narasaraopet.  
The Divisional Engineer/Operation/Guntur.  
The Divisional Engineer/Operation/Kanigiri.


T.S to Chairman/APSEB.  
T.As to All Members/APSEB.  
Deputy Secretary/PR/Y Section/VS/Hyderabad.  
Copy to C.Rs two copies.

//Forwarded by Order//

Sd/-  
DIVISIONAL ENGINEER/IPC

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

For Srinivasa Power Private Limited

  
Managing Director.



## SCHEDULE 2B

## NON-CONVENTIONAL ENERGY DEVELOPMENT CORPORATION OF ANDHRA PRADESH LIMITED

Ref: NEDCAP/MHS/40/99/1684

Dated 13.8.1999

To  
Sri M. Gurucharanam,  
Flat No. 6, 3<sup>rd</sup> Floor, Vijaya Apartments,  
Prakash Nagar, Narasaraopet – 522 601.  
Guntur Dist.

Sub : MHS – Private sector participation in power generation – Selection of private developers for setting up MHS on first come first served basis –Amendment for change of name original allottee – Orders – Reg.

Ref : 1. G.O.Ms.No.28 E&F (RES) Department dated 14.2.94.  
2. B.P. (Proj-IPC) Ms.No. 98 dated 14.9.98.  
3. G.O.Ms.No.37 Energy (Power-I) dated 1.2.99, Govt. of A.P.  
4. Your letter dated 23.6.99.

\*\*\*\*

NEDCAP hereby issues the following amendment to the allotment orders issued in the reference (2) cited.

Amendment

Read the following

M/s Srinivasa Power Private Limited,  
Flat No.6, 3<sup>rd</sup> Floor, Vijaya Apartments,  
Prakash Nagar, Narasaraopet – 522 601.

Name of the Scheme

MHS at off-take of Mudimanikyam  
Major at M 0-0-000 of Nagarjuna  
Sagar Left Canal, capacity 550 KW.

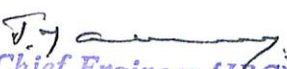
In place of

Sri M.Gurucharanam,  
Flat No.6, 3<sup>rd</sup> Floor, Vijaya Apartments,  
Prakash Nagar, Narasaraopet – 522 601.  
Guntur Dist.

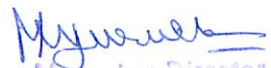
All other terms and conditions of the order remain unaltered.

Thanking you,

Yours faithfully,  
for NEDCAP LIMITED  
Sd/-  
(V.V.SARADHI)  
for Managing Director

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

For Srinivasa Power Private Limited

  
Managing Director.

## SCHEDULE 2C

## NON-CONVENTIONAL ENERGY DEVELOPMENT CORPORATION OF ANDHRA PRADESH LIMITED

Ref: NEDCAP/MHS/40/99/2105

Dated 22.11.1999

## PROCEEDINGS

Sub : Mini Hydel Power Project of 1x0.55 MW capacity at off-take of Mudimanikyam Major from Nagarjuna Sagar allotted to M/s Srinivasa Power Private Limited, Narasaraopet – Sanction Orders – Issued.

- Ref : 1. B.P(Proj-IPC)Ms.No.98 (APSEB) dated 14.9.98 of Special Officer, Investment Promotion Cell, APTRANSCO/APSEB, Vidyut Soudha, Hyderabad.
2. G.O.Ms.No.37 Energy (Power-I) dated 1.2.99, Govt. of A.P.
3. Approval accorded by the NEDCAP Board Sub-Committee for Projects in its meeting held on 2.11.99.

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In the reference 1<sup>st</sup> cited, APTRANSCO has allotted a Mini Hydel Power Project to M/s Srinivasa Power Private Limited, Narasaraopet, Guntur District at off-take of Mudimanikyam Major from N.S Left Canal at KM 38.000.

In the reference 2<sup>nd</sup> cited, the State Government transferred the activity of 'Mini Hydel Schemes' from APTRANSCO to NEDCAP.

The NEDCAP Board Sub-Committee in it's meeting held on 2.11.99 has considered the scheme and accorded sanction to M/s Srinivasa Power Private Limited, Narasaraopet, Guntur District to setup 1x0.55 MW capacity Mini Hydel Power Project at off-take of Mudimanikyam Major from N.S Left Canal at KM 38.000.

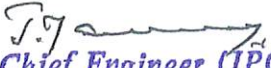
M/s Srinivasa Power Private Limited, Narasaraopet, Guntur District is requested to enter into agreement with NEDCAP (proforma enclosed) within 30 days from the date of issue of this letter failing which the approval stands cancelled. M/s Srinivasa Power Private Limited, Narasaraopet, Guntur District shall submit the Bank Guarantee for Rs.25,000/- towards performance.

Sd/-  
for Managing Director

To  
M/s Srinivasa Power Private Limited,  
Flat No.6, 3<sup>rd</sup> Floor, Vijaya Apartments,  
Prakash Nagar, Narasaraopet – 522 601.  
Guntur Dist.

Copy to:

The Principal Secretary, Energy Department, Government of A.P., Hyderabad.  
The Chairman & Managing Director, APTRANSCO, Hyderabad.  
The Director, MNES, Government of India, New Delhi.  
The District Collector, Guntur District.  
The Managing Director, IREDA, New Delhi.

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

For Srinivasa Power Private Limited  
  
Managing Director.



## SCHEDULE 3

## (Copy of Agreement signed by M/s Srinivasa Power Private Limited With NEDCAP)

This Agreement is made this Twenty third day of November 1999 between the Non-Conventional Energy Development Corporation of Andhra Pradesh Limited (NEDCAP) representatives and assignees etc., and M/s Srinivasa Power Private Limited, called Company have its registered office at Narsaraopeta, Guntur Dist., which expression shall include its successors, legal representatives and assignees.


Whereas the Company has made application dated 3.4.1998 to Andhra Pradesh State Electricity Board, Vidyut Soudha, Hyderabad to setup 1x550 KW capacity Mini Hydel Power Plant at Miles/Kms 0.000 on Mudimanikyam Major Canal at Village – Thummadam in Mandal – Nidmanoor in District – Nalgonda.

And whereas APSEB delegation of powers issued vide G.O.Ms.No.28 E&FC (RES) Department dated 14.2.1994 has accorded permission to the Company to setup 1x550 KW capacity of Mini Hydel Electric Power Plant vide Lr.No.B.P(Proj-IPC)Ms.No.98 dated 14.9.98 of SO, IPC, APSEB, Hyderabad.

And whereas NEDCAP vide delegation of power issued vide G.O.Ms.No.37 Energy (Power-I) Department dated 1.2.99 has accorded permission to the Company to setup 1x550 KW capacity Mini Hydel Electric Power Plant vide Lr.No.NEDCAP/MHS/40/99 dated 11.11.99.

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

- (1) The Company shall promote to establish the Mini Hydel Electric Power Plant with the guidelines issued by the Government of India and Government of Andhra Pradesh.
- (2) The Company shall obtain all statutory clearances required to establish the Mini Hydel Power Plant.
- (3) The Company shall make necessary arrangements for procurement of equipment from the reputed manufacturers/collaborators required for the plant.
- (4) The Company shall take necessary action for procurement of land for Mini Hydel Power Plant.
- (5) The banking, wheeling, third party sale of electricity will be as per the Government policy declared vide G.O.Ms.No.93 dated 18.11.97, Energy (RES) Department, Government of Andhra Pradesh. The Company shall enter into separate agreements with APTRANSCO for wheeling power for captive consumption/ sale to third party etc.
- (6) The Company shall comply with the provisions the Indian Electricity Act 1910 and the Electricity (Supply) Act 1948.
- (7) The Company shall pay Rs.83,750 as service charges to NEDCAP @ 0.25% on the project cost Rs.3,35,00,000/- before entering into Agreement.
- (8) The Company shall complete the financial closure within a period of six months from the date of signing of the Agreement or before such extensions as may be accepted and

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

For Srinivasa Power Private Limited  
  
 Managing Director.

granted by NEDCAP on request by the Company on account of delays in obtaining all necessary consents, licences, authorisations and clearances required from the Government of Andhra Pradesh and Government of India like environment clearance, forest clearance etc.

- (9) The Company shall execute the Project within 24 months from the date of entering into Agreement and generation of power should be made by 22.11.2001. For every quarter the progress report on implementation to be submitted to NEDCAP. The Company shall provide an irrevocable Bank guarantee of Rs.25,000/- per MW (in case of fraction of as MW, it shall be rounded off to the next MW capacity) which will be adjusted against penalty imposed if any, due to the delay in execution of the project. The rate of penalty for delay of execution of the project. The rate of penalty for delay of execution of every MW for every fortnight will be Rs.5000/-. If the Company fails to execution the Project as per the schedule and as per the grace period of 3 months, it will be left open for NEDCAP to cancel the Project without assigning any reasons.
- (10) In the event of cancellation of the Mini Hydel Scheme allotted to the developer as per clause 9, NEDCAP reserves the right to allot the scheme to any other developer and the Company shall have not claim what-so-ever for the reimbursement of expenditure incurred for the establishment of the Project.
- (11) NEDCAP reserves the right to withdraw the approval should there be any default in execution of the terms of the Agreement after the reasons have been presented and accepted by both the parties. All disputes are subject to the jurisdiction of Civil Courts in Hyderabad only.
- (12) The Company shall abide by such terms and conditions as may be prescribed by Government of India and Government of Andhra Pradesh from time to time in the interest of the implementation of the Project.
- (13) The developer is required to obtain all clarifications necessary under section 15, 16 and 21 of A.P Electricity Reforms Act.

FOR AND ON BEHALF OF  
M/s SRINIVASA POWER PRIVATE LIMITED


Sd/-  
Managing Director

FOR AND ON BEHALF OF  
NON-CONVENTIONAL ENERGY  
DEVELOPMENT CORPORATION  
OF A.P. LIMITED (NEDCAP)

Sd/-  
Managing Director

Witnesses:

1. Sd/- (K.U.SURESH)
2. Sd/- (K.JYOTHI)

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

For Srinivasa Power Private Limited  
  
Managing Director.