Annexure XIX

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SOUTHERN POWER DISTRIBUTION COMPANY OF A.P. LIMITED
METERS & PROTECTION :: KURNOOL

From
The Divisional Engineer,
Meters & Protection,
APSPDCL, Kurnool.

To
M/s Guntur Spinning Mills (P) Ltd,
D. No.491,492/2,
Behind Hyma Hotel, NH-5,
Obulanaidupalem, Guntur
Andhra Pradesh - 522005

Lr. NO. DE/M&P/KNL/F.No. Guntur Spinning Mills/D.No 191 /18, Dt. 11-07 -2018

COMMISSIONING CERTIFICATE

This is to certify that 1.0 No X 2.0MW = **2.0 MW** Wind electrical generators of M/s Guntur Spinning Mills (P) Ltd, of Molagavalli (V), Alur (M), Kurnool District of Andhra Pradesh (State) With associated electrical equipment's interconnecting the wind farm with APTRANSCO grid through 220/33KV pooling substation at Molagavalli(V), Alur (M), Kurnool Dist. Andhra Pradesh (state) of M/s Siemens Gamesa Renewable Power Pvt Ltd (Formerly Gamesa Renewable Pvt Ltd) has been Commissioned on **Dated : 08 - 07 -2018.**

This Certificate is issued as per the approval accorded by the Director of Electrical safety and Chief Electrical Inspector to the government of Andhra Pradesh vide **Lr.No. DES & CEIG/GNT/TECH SEC/HT/KUR-146/D.NO.542/18 DT.13.03.18** and the location details are enclosed herewith.

Encl:-1 No. WTG Location details
& Meter readings

Divisional Engineer
Meters & protection -I
Kurnool.

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Project Name: 2.0 MW Wind Power Project near Molagavalli (V), Alur (M), Kurnool Dist.				
Client: M/s Guntur Spinning Mills (P) Ltd				
Location details for (1No. WTG x 2 MW) = 2.0 MW				
SL.NO	LOCATION	SURVEY NO	VILLAGE	2.0MW Wind Power Project
1	GM2 - 68	1153	Molagavalli	1 NO x 2.0 MW= 2.0 MW

DIVISIONAL ENGINEER
METERS & PROTECTION -I
APSPDCL, KURNOOL

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ఆంధ్రప్రదేశ్ నూతన మరియు పునరుద్ధరణీయ ఇంధన వనరుల అభివృద్ధి సంస్థ లి
New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.
(A State Government Company - ISO 9001:2015 Certified)
Regd.Office : # 12-464/5/1, River Oaks Apartment, CSR Kalyana Mandapam Road,
Tadepalli, Guntur District, Andhra Pradesh - 522 501, India.
E-mail : info@nredcap.in Website : www.nredcap.in

NREDCAP

Ref:- NREDCAP/WE/11132/Gamesa/2018 Dt.08.02.2018

To

1. M/s Guntur Spinning Mills (P) Ltd,
   D.No.491, 492/2, Behind Hyma Hotel,
   NH-5, Obulanaidupalem,
   Guntur (Rural)-522005, AP.

2. M/s Sri Lakshmi Ganapathi Engineering Works,
   Plot No.9 to 14,
   AP Industrial Estate (Expn),
   TENALI-522202, AP.

3. M/s Sree Lalitha Parameswari spinning Mills(P) Ltd,
   1st Floor, Tirumala Complex,
   4/2, Brodipet,
   Guntur -522002, AP.

4. M/s Tirumala Cotton & Agro Products Pvt. Ltd,
   RO: Ginning, Spinning & Oil Mills,
   Timmapuram, Chilakaluripet,
   Guntur District- 522233, AP

Sirs,

Sub:- Transfer of 2 MW capacity wind power project each to four customer companies from wind farm allotment given to M/s Gamesa Renewable Pvt. Ltd – Orders issued– Reg

Ref: 1. This office Lr.No. NREDCAP/WE/GWTPL/11132/2016, Dt.22.09.2016
2. Agreement entered on 22.09.2016
3. Letters. No. Gamesa/50MW Molagavalli/WF/CT/NREDCAP/2018/, dated 22.01.2018 & 31.01.2018 of M/s Gamesa Wind Turbines Pvt. Ltd
4. G.O. Rt No.61, Dt.24-3-2011 of Energy (RES) Dept, GOAP,
5. Lr. No. GSMPL/2MW/Molagavalli/WF/CT/NREDCAP/2017-18,dt.20.01.2018 of M/s Guntur Spinning Mills (P) Ltd.
6. SLGEW/2MW/Molagavalli/WF/CT/NREDCAP/2017-18,dt.25.01.2018 of M/s Sri Lakshmi Ganapati Engineering Works
7. SLPSMPL/2MW/Molagavalli/WF/CT/NREDCAP/2017-18,dt.29.01.2018 of M/s Sree Lalitha Parameswari spinning Mills (P) Ltd
8. TCAPPL/2MW/Molagavalli/WF/CT/NREDCAP/2017-18,dt.29.01.2018 of M/s Tirumala Cotton & Agro Products Pvt. Ltd.

& & &

In the reference 1st & 2nd cited, 250 MW capacity wind farm project was allotted to M/s Gamesa Renewable Pvt. Ltd to set up at Molagavalli, Kurnool district.

Contd.page 2.

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In the reference 3rd cited, M/s Gamesa Renewable Pvt. Ltd, has informed that the following companies have placed orders on their company for establishing 2MW capacity each wind power project at Molagavalli, Kurnool district and requested to transfer 2MW capacity each to the following customer companies.

Sl.No.	Name of the Customer/Company	Capacity(MW)
01	M/s Guntur Spinning Mills (P) Ltd, Guntur Rural-522005.	2.00
02	M/s Sri Lakshmi Ganapathi Engineering Works,, Tenali-522202, Guntur district	2.00
03	M/s Sree Lalitha Parameswari spinning Mills(P) Ltd, Guntur -522002.	2.00
04	M/s Tirumala Cotton & Agro Products Pvt. Ltd, Thimmapuram, Chilakaluripet, Guntur district- 522233.	2.00
	Total	8.00

Taking into consideration, the requests made by the above companies and also the provisions of sanction proceedings issued vide reference 1st cited & Agreement entered on 22.09.2016, permission is hereby accorded to transfer 2MW capacity each in favour of the above said 4 companies from the existing capacity allotment accorded to M/s Gamesa Renewable Pvt. Ltd.

All the above 4 companies are requested to enter into agreement with NREDCAP as per the prescribed format (enclosed) within one month from the date of this order. The other terms and conditions of the sanction order issued to M/s Gamesa Renewable Pvt. Ltd. will hold good to this transfer of project of 8 MW capacity to the above companies.

Thanking you,

Yours faithfully,
Sd/-
VC & Managing Director

Encl:a.a.

Copy to M/s Gamesa Renewable Pvt. Ltd, FUTURA, NO.334, Old Mahabalipuram Road (Opp to MTL) Sholinganallur, Chennai – 600 119.
Copy to Chairman and Managing Director, APSPDCL, Tirupati.
Copy to the Chief Engineer, IPC, APPCC, AP TRANSCO, Vijayawada
CC to the Executive Director, Planning, RAC & Reforms, AP TRANSCO, Vidyut Soudha, vijayawada
Copy to the District Collector, Kurnool District.
Copy to the District Manager, Anantapuram/Kurnool.

//FBO//

PROJECT DIRECTOR (WE)

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GOVERNMENT OF ANDHRA PRADESH
DIRECTORATE OF ELECTRICAL SAFETY

From
The Director of Electrical Safety and
Chief Electrical Inspector to Govt,
D.No: 5-17-6, 1/16, Brodipet,
Guntur-522002.
Phone: 0863 – 2241944

To
M/s.Guntur Spinning Mills (P)Ltd,
2 MW Wind Power Project,
Molagavalli(V),
Alur(M),
Kurnool Dist.

Lr.No.DES&CEIG/GNT/Tec Sec/HT/KUR-146/D.No./ 542 /18, Dated: 13 /03/ 2018.

Sir,

Sub:-The Electricity Act- 2003 and Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010 -Electrical Installation of Voltage Exceeding of M/s. Guntur Spinning Mills (P)Ltd, 2 MW Wind Power Project,Molagavalli(V), Alur(M), Kurnool Dist -Statutory Approval under Section 54 of The Electricity Act, 2003 & Regulation 43(3)&32 of CEA (Measures relating to Safety and Electric Supply Regulations, 2010 – Approval Accorded.

Ref:- 1) Inspection Dated. 12/03/2018.
2) Your Lr. received on dated. 13/03/2018.

*****

Under Section 54, Regulation 43(3)&32 of Central Electricity Authority (Measures relating to Safety and Electric Supply)Regulations, 2010, the following equipment of your Electrical Installation of voltage exceeding 650V are approved for energisation. .

AS PER ANNEXURE ENCLOSED.

Under Regulation 43(4) of Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010, any additions or alteration in your installation shall not be connected to supply until the same are approved in writing by this office and offer for annual inspection under Regulation 30 of Central Electricity Authority(Measures relating to Safety and Electric Supply) Regulations, 2010 every year to the concerned Deputy Electrical Inspector.

Under Regulation 13(4), 46(7) of Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010, you are at all times solely responsible for the maintenance of the above installation on such condition as to be free from danger.

The above approval accorded is without prejudice to the statutory/ mandatory obligations to be fulfilled by you under various other acts and rules as the case may be.

The approval accorded for energizing the electrical equipment is the safety for men and machine from electrical hazards in your installation and ipso facto does not confer any right to be used for any other purpose other than for which the approval is accorded.

The original manufacturer Test certificates of Transformer etc. are accepted and returned.

Yours sincerely

Director of Electrical Safety and
Chief Electrical Inspector to Govt(FAC)

Encl:- Test Certificates &
List of Load Particulars

Copy to The Divisional Engineer/Operation/APSPDCL/Kurnool/The date of release of power supply may be intimated to Dy. Electrical Inspector/ Kurnool Sub-Division.
Copy to Dy.Electrical Inspector/ Kurnool Sub-Division.
Copy to Accounts Officer, O/o Director of Electrical Safety and C.E.I.G, Guntur.

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Annexure to Lr.No.DES & CEIG/Tecsection/HT/KUR-146/D.No.542/2018,Dt: 13-3-2018

M/s.Guntur Spinning Mills (P) Ltd, 2MW WPP, Molagavalli(V),Alur(M), Kurnool Dist.

S.No	Description of the Equipment	Total Approved Load
I	**33KV HV INSTALLATION**	
	WTG Unit substation	
1	WTG Location No's	Feeder-2: GM2-68
2	36KV,10KA Lightning Arrestors in DP Yard	Make: LAMCO Rating : 30kV,10kA,Class-3 S. No: F016,F028,F027 Quantity : 3 No.s
3	33KV Double Break Isolators	Make: Ruma Insolator Company Rating : 33KV, 400A,3-Ph S. No: 5R,5Y,5B, 6R,6Y,6B, Quantity : 2 Sets
4	Circuit Breaker	Make: Schneider Electric Rating : 33KV S. No: QL-2017-03-17-P0333 Quantity 1 No
5	Transformer	Make: ABB Rating : 2350KVA S. No: 1701450269 Quantity : 1 No
6	Wind Turbine Generator	Make: ABB Rating : 2000KW S. No: 4657048 Quantity : 1 No
II	33KV Transmission Line	Feeder - 2 : AAAC - DOG Conductor (100 sqmm) - 0.70 KM Line length : 0.70 km No of Poles:11

Director of Electrical Safety and
Chief Electrical Inspector to Govt. of A.P.(FAC)

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ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH

BX 748339

No. 1529 Dt. 6/2/18 Rs. 100/-

to Sri: G. Karunakar S/o. G. Rajupathi, Vijayawada

Whom: Gamesa Renewable Pvt Ltd.

K.L. Padmavathi

Name: K.L.PADMAVATHI
LICENSED STAMP VENDOR
L.No. 07-15-[illegible]
R.L. No: 07-15-[illegible]
Address: #1-62, [illegible]
GANNAVARAM Mandal
Phone No: 95127 40669

AGREEMENT

THIS AGREEMENT is entered into on this 8th of February, 2018 at Tadepalli, by and among

(1) New and Renewable Energy Development Corporation of Andhra Pradesh Ltd.,(NREDCAP) a fully owned State Government Company, registered under the Companies Act, 1956, having its office at #12-464/5/1, River Oaks Apartment, CSR Kalyana Mandapam Road, Tadepalli, Guntur district- 522501 (India), represented by its Vice Chairman & Managing Director, hereinafter referred to as the **NREDCAP** of **the FIRST PART**,

AND

(1) M/s Guntur Spinning Mills (P) Ltd, a company incorporated under the Companies Act, 1956, having its registered office at: D.No.491, 492/2, Behind Hyma Hotel, NH-5, Obulanaidupalem, Guntur (Rural)-522005, AP, represented by its Authorized Signatory, Sri Mamidipaka Venkata Satyanarayana, hereinafter referred to as the **'Customer'** of the **SECOND PART.**

Contd...

For Guntur Spinning Mills (P) Ltd.
Managing Director

For Sri Lakshmi Ganapathi Engg. Works
PROPRIETOR

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

For SREE LALITHA PARAMESWARI SPINNING MILLS (P) LTD.,
Executive Director

For Gamesa Renewable Private Limited
Authorized Signatory

For TIRUMALA COTTON & AGRO PRODUCTS PVT. LTD.
K.P.S. Rama Rao
Director

(2) M/s Sri Lakshmi Ganapathi Engineering Works, a proprietorship, having its registered office at: Plot No.9 to 14, AP Industrial Estate (Expn), Tenali-522202, AP represented by its Proprietor, Sri Kotha Subrahmanyam, hereinafter referred to as the **'Customer'** of the **SECOND PART**

(3) M/s Sree Lalitha Parameswari spinning Mills (P) Ltd, the company incorporated under the Companies Act, 1956, having its Regd office at:1st Floor, Tirumala Complex, 4/2, Brodipet, Guntur -522002, AP, represented by its Authorised Signatory, Sri Tripuramallu Ambarish, hereinafter referred to as the **'Customer'** of the **SECOND PART**

(4) M/s Tirumala Cotton & Agro Products Pvt. Ltd, a company incorporated under the Companies Act, 1956, having its registered office at RO: Ginning, Spinning & Oil Mills, Timmapuram, Chilakaluripet, Guntur District- 522233, AP, represented by its Authorized Signatory, Sri Karanam Pattabhi Seetha Rama Rao, hereinafter referred to as the **'Customer'** of the **SECOND PART**

(5) M/s Gamesa Renewable Pvt. Ltd, the company incorporated under the Companies Act, 1956, having its Regd. office at the FUTURA, NO.334, Old Mahabalipuram Road (Opp to MTL) Sholinganallur, Chennai – 600 119, represented by its Authorised Signatory, Sri R.Sachidanandam, hereinafter referred to as the **'Developer'** of the **THIRD PART**

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

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

Contd...

For Guntur Spinning Mills (P) Ltd.,
Managing Director

For Sri Lakshmi Ganapathi Engg. Works
PROPRIETOR

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

For SREE LALITHA PARAMESWARI SPINNING MILLS (P) LTD.,
Executive Director

For Gamesa Renewable Private Limited
Authorized Signatory

For TIRUMALA COTTON & AGRO PRODUCTS PVT. LTD.
(K.P.S. Rama Rao)
Director

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WHEREAS,

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

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

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

Guntur Spinning Mills (P) Ltd.,
Managing Director

For Sri Lakshmi Ganapathi Engg. Works
PROPRIETOR

Contd.

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

SREE LALITHA PARAMESWARI SPINNING MILLS (P) LTD.,
Executive Director

For Gamesa Renewable Private Limited
Authorized Signatory

For TIRUMALA COTTON & AGRO PRODUCTS (P) LTD.
(K.P.S. Rama Rao)
Director

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C. The Third Party through their Letter No. Lr.No. Gamesa/50MW Molagavalli/WF/CT/NREDCAP/2018/, dated 22.01.2018 & 31.01.2018 of M/s Gamesa Renewable Pvt. Ltd informed that they have received orders from the following companies as per the details given below, hereinafter referred to as the '**Project**', duly conveying its no objection and consent for transfer of the Project in the name of the Second Party being its customer from the existing capacity sanctioned.

Sl No	Customer Name	Capacity in MW	Capacity transferred from	Capacity transferred
01	M/s Guntur Spinning Mills (P) Ltd,	2.00	M/s Gamesa Renewable Pvt. Ltd	8 MW
02	M/s Sri Lakshmi Ganapathi Engineering Works,,	2.00		
03	M/s Sree Lalitha Parameswari spinning Mills(P) Ltd,	2.00		
04	M/s Tirumala Cotton & Agro Products Pvt. Ltd,	2.00		
	Total	**8.00**		**8MW**

D. After due consideration of the proposals under (B) above, the First Party, through its Letter/ Proc No. Ref: NREDCAP/WE/11132/Gamesa/2018, Dt. .02.2018 and granted permission for the transfer of the Project stipulating the terms and conditions therefor and for entering into this Agreement. The Second Party having complied with the conditions of the said permission letter of NREDCAP requested for execution of this Agreement.

Contd.

For Guntur Spinning Mills (P) Ltd.,
Managing Director

For Sri Lakshmi Ganapathi Engg. Works
PROPRIETOR

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

For SREE LALITHA PARAMESWARI SPINNING MILLS (P) LTD.,
Executive Director

For Gamesa Renewable Private Limited
Authorized Signatory

For TIRUMALA COTTON & AGRO PRODUCTS PVT. LTD.
(K.P.S. Rama Rao)
Director

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

1.2 Public Interest

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

1.3 Essence of Time

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

ARTICLE 2
GRANT OF ALLOTMENT

2.1 Transfer of Sanctioned Capacity

Subject to and in accordance with the terms and conditions set forth in this Agreement and the Principal Agreement; and the Customer undertaking to observe and perform the covenants, obligations, responsibilities, terms and conditions of this Agreement and the Principal Agreement as well, NREDCAP hereby sanctions transfer of 8MW capacity wind power from wind power project earlier sanctioned to the Developer M/s Gamesa Renewable Pvt. Ltd, to and in the name of the following Customers for setting up of the Project as per the following table for generation of 2MW capacity each of wind power for captive use/sale of power to AP DISCOM/Sale of power to third party.

Contd.

Guntur Spinning Mills (P) Ltd.,
Managing Director

For Sri Lakshmi Ganapathi Engg. Works
PROPRIETOR

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

SREE LALITHA PARAMESWARI SPINNING MILLS (P) LTD.
Executive Director

For Gamesa Renewable Private Limited
Authorized Signatory

For TIRUMALA COTTON & AGRO PRODUCTS PVT. LTD.
(K.P.S. Rama Rao)
Director

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Sl.No.	Customer Name	Capacity (MW)	Location details
01	M/s Guntur Spinning Mills (P) Ltd,	2.00	Molagavalli, Kurnool district.
02	M/s Sri Lakshmi Ganapathi Engineering Works,	2.00	
03	M/s Sree Lalitha Parameswari spinning Mills(P) Ltd,	2.00	
04	M/s Tirumala Cotton & Agro Products Pvt. Ltd,	2.00	
	Total	8.00	

2.2 Financing

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

2.3 Applicability of other Laws

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

2.4 Regulation of Allotment

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

For Guntur Spinning Mills (P) Ltd.,
Managing Director

For Sri Lakshmi Ganapathi Engg. Works
PROPRIETOR

Contd.

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

For SREE LALITHA PARAMESWARI SPINNING MILLS (P) LTD.,
Executive Director

For Gamesa Renewable Private Limited
Authorized Signatory

For TIRUMALA COTTON & AGRO PRODUCTS PVT. LTD.,
K.P.S. Rama Rao
Director

ARTICLE 3
PERFORMANCE GUARANTEE

The Performance Guarantee submitted by the Developer and renewed from time to time shall be proportionately applicable to this Project and it shall be the responsibility of the Customer to ensure that the Performance Guarantee well before its expiry renewed from time to time and no notice therefor shall be issued by NREDCAP duly complying with the stipulations and conditions specified in Article 5 of the Principal Agreement.

ARTICLE 4

EFFECT OF PRINCIPAL AGREEMENT

Save except as otherwise and to the extent provided in this Agreement all other terms and conditions of the Principal Agreement including rights, entitlement, obligations and liabilities shall remain the same and binding on the Parties. It is clarified that any extension of time granted by NREDCAP for any particular event in terms of the Principal Agreement shall also be applicable to this Agreement.

ARTICLE 5

MISCELLANEOUS

5.1 Dispute Resolution

(a) Amicable Resolution

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

(b) Appeal

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

Contd.

untur Spinning Mills (P) Ltd.,
Managing Director

For Sri Lakshmi Ganapathi Engg. Works
PROPRIETOR

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

For SREE LALITHA PARAMESWARI SPINNING MILLS (P) LTD.,
Executive Director

For Gamesa Renewable Private Limited
Authorized Signatory

For TIRUMALA COTTON & AGRO PRODUCTS PVT. LTD.
(P.S. Rama Rao)
Director

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5.2 Governing Law and Jurisdiction

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

5.3 Waiver

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

i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement

ii. shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and

iii. shall not affect the validity or enforceability of this Agreement in any manner.

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

or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

5.4 Amendments

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the Agreement among the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by the Parties hereto and evidenced in writing.

For Guntur Spinning Mills (P) Ltd.,
Managing Director

For Sri Lakshmi Ganapathi Engg. Works
PROPRIETOR

Contd.

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

For SREE LALITHA PARAMESWARI SPINNING MILLS (P) LTD.,
Executive Director

For Gamesa Renewable Private Limited
Authorized Signatory

For TIRUMALA COTTON & AGRO PRODUCTS PVT. LTD.
K.P.S. Rama Rao
Director

5.5 Exclusion of Implied Warranties etc.

1. This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in a binding legal agreement executed by the Parties.

5.6 Indemnity

The Customer and the Developer hereby undertake and agrees to defend, indemnify and hold harmless the NREDCAP, its officers, employees and consultants from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses, suits, actions and damages arising by reason of bodily injury, death or damages to property sustained by third parties that are caused by an act of negligence or the wilful misconduct of the Customer and/or Developer or by their officer/s, director/s, sub-contractor/s, agent/s or employees.

5.7 Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by registered post, hand delivery, recognized national courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to the NREDCAP

Vice Chairman and Managing Director,
#12-464/5/1, River Oaks Apartment,
CSR Kalyana Mandapam Road,
Tadepalli, Guntur district- 522501.
Email: info@nredcap.in

If to the Customer

1. M/s Guntur Spinning Mills (P) Ltd,
   D.No.491, 492/2, Behind Hyma Hotel,
   NH-5, Obulanaidupalem,
   Guntur (Rural)-522005, AP.

2. M/s Sri Lakshmi Ganapathi Engineering Works,
   Plot No.9 to 14,
   AP Industrial Estate (Expn),
   TENALI-522202, AP.

3. M/s Sree Lalitha Parameswari spinning Mills(P) Ltd,
   1st Floor, Tirumala Complex,
   4/2, Brodipet,
   Guntur -522002, AP.

Contd.

For Guntur Spinning Mills (P) Ltd.,
Managing Director

For Sri Lakshmi Ganapathi Engg. Works
PROPRIETOR

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

For SREE LALITHA PARAMESWARI SPINNING MILLS (P) LTD.
Executive Director

For Gamesa Renewable Private Limited
Authorized Signatory

For TIRUMALA COTTON & AGRO PRODUCTS PVT. LTD.
(K.P.S. Rama Rao)
Director

4. M/s Tirumala Cotton & Agro Products Pvt. Ltd,
RO: Ginning, Spinning & Oil Mills,
Timmapuram, Chilakaluripet,
Guntur District- 522233, AP

If to the Developer

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

Or such address, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized national courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by facsimile, when transmitted properly addressed to such facsimile number and copy sent by mail. In case of any change in the address, it shall be the responsibility of each party to get such change recorded in relevant records of the other Party/ies and get confirmation to that effect.

5.8 Partial Invalidity / Severability

If for whatever reason, any provision of this Agreement is or become invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentally to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

Contd...

For Guntur Spinning Mills (P) Ltd.,
Managing Director

For Sri Lakshmi Ganapathi Engg. Works
PROPRIETOR

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

For SREE LALITHA PARAMESWARI SPINNING MILLS (P) LTD.,
Executive Director

For Gamesa Renewable Private Limited
Authorized Signatory

For TIRUMALA COTTON & AGRO PRODUCTS PVT. LTD.
(K.P.S. Rama Rao)
Director

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5.9 Precedence of Documents

The following documents / agreements between the Parties shall be construed as mutually explanatory to one another provided that in the event of any conflict or repugnancy between them the order of precedence of the documents shall be:

a) This Agreement, including Schedules and Annexure.

b) The Principal Agreement.

c) Letter of Sanction.

d) Proposals submitted by the Customer and Developer

5.10 Counterparts

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

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

Signed, Sealed and Delivered
For and on behalf of Customer by:
For Guntur Spinning Mills (P) Ltd.,
Managing Director
Signature of Authorised Person
(Seal)

Signed, Sealed and Delivered
For and on behalf of Customer by:
For Sri Lakshmi Ganapathi Engg. Works
PROPRIETOR
Signature of Authorised Person
(Seal)

Signed, Sealed and Delivered
For and on behalf of Customer by:
For SREE LALITHA PARAMESWARI SPINNING MILLS (P) LTD.,
Executive Director
Signature of Authorised Person
(Seal)

Signed, Sealed and Delivered
For and on behalf of Customer by:
For THUMALA COTTON & ASKE PRODUCTS PVT. LTD.
K.P.S. Rama Rao
Director
Signature of Authorised Person
(Seal)

Signed, Sealed and Delivered

For and on behalf of Developer by:
For Gamesa Renewable Private Limited
Authorised Signatory
Signature of Authorised Person
(Seal)

For and on behalf of the NREDCAP:
For New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.
Vice Chairman & Managing Director
Signature of Authorised Person
(Seal)

Witnesses

In the presence of

1) Signature
Name P.V. Ramesh
Address P.D, NREDCAP, Tadepalli

2) Signature
Name M. RAJA
Address Siemens Gamesa

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

Office of the Chief General Manager
P&MM & IPC, APSPDCL, Tirupati

Memo.No:APSPDCL/TPT/CGM/IPC/GM/IPC/DE1/F.LTOA/D.No.451/18,dt:18-5-18

Sub:-APSPDCL-TPT- 2 MW Wind power project at Molagavalli in Kurnool District - to be set up by M/s Guntur Spinning Mills (P) Ltd, for open access purpose - synchronization approval –Reg.

Ref: -1) GSMPL/2 MW/WF/MOL/APSPDCL/Synch/2018, Dt. 25.04.2018 & 16.05.2018
2) Lr.No.SE/O/KNL/DE(T)/ADE©/AEC1/SBE-3/F.Doc/D.No.180/18, dt.16.05.2018
3) Undertaking on 15.05.2018
4) Lr.No.ED/HRD & Plg/DE-Comml/ADE-C/F-Gamesa-150 MW/D.No.324/17, dt.5.12.17amesa-150 MW/D.No.324/17, dt.5.12.17,
5) Office note on 16.05.2018 approved by CMD on 17.05.2018

** ** **

M/s. Guntur Spinning Mills (P) Ltd, under reference 1st cited has requested to accord permission for synchronization of their 2 MW wind power project for open access purpose of M/s. Guntur Spinning Mills (P) Ltd, Wind power Project at Molagavalli in Kurnool District Andhra Pradesh. In the circumstances explained by Superintending Engineer / Operation / Kurnool under references 2nd cited and as per undertaking given by M/s. Guntur Spinning Mills (P) Ltd,dated. 14.03.2018 approval is here by accorded for synchronization of 2 MW Wind power project to the grid for Open access purpose subject to the following conditions.

Location Nos. GM2-68

Total: 1 WTG X 2 MW = 2 MW

The Superintending Engineer / Operation /Kurnool is requested to ensure the following before synchronization.

1. The meters shall be of static type 0.2s class accuracy having both ABT and Trivector features and on line data transfer facility (V-SAT). The meter shall have the facility for recording meter reading using meter recording instrument (MRI) and Automatic meter reading (AMR) facility and also Data acquisition system facility to transfer information to the concerned SLDC & RLDC.
2. The Meters calibration report, CTs & PTs inspection reports and CEIG approvals.
3. The Trivector meters, CTs, & PTs are properly tested, erected and sealed for recording energy export to the project and import to the Grid.
4. Ensure evacuation system at EHT level i.e., Transformer capacity, conductor current carrying capacity etc., is ready for charging from APTRANSCO authorities.
5. The field officers shall ensure availability of required metering equipment and facility to record energy drawn / pumped into the grid as per agreement terms and conditions, CERC/APERC regulations.
6. The temporary service or any other service released for the construction should be disconnected. A separate service should not be continued after synchronization.
7. EBC Compatibility for energy meters at interconnection point.

In the reference 4th cited above, The Executive Director/ HRD &Plg APTRANSCO has accorded by connecting temporarily to 220/11 KV Nansuralla Substation from pooling station at 220 KV level and later if required so by the APTRANSCO, the total capacity 150 MW has to be shifted to the upcoming 400 KV SS Aspari on permanent basis.

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M/s. Guntur Spinning Mills (P) Ltd, has submitted undertaking on 15.05.2018 as follows:

a. During testing of power plant equipment the inadvertent power pumped into gird, if any will be free of cost and shall not be accounted to APSPDCL.
b. The temporary service should be withdrawn immediately.
c. When there is no generation activity, the power plant will draw the energy from APSPDCL, only for the essential loads for auxiliary consumption.
d. We will abide by the rules and regulations of APERC, CERC, APSPDCL, APTRANSCO and Government of Andhra Pradesh and any other higher authority from time to time.
e. In case of any discrepancy, AP Wind Policy, 2015 directive would prevail.
f. The power drawn by the developer units shall be charged under HT category – 2 F

The Superintending Engineer / Operation /Kurnool has to arrange to record the energy meter reading before and after testing of the power plant in coordination with APTRANSCO wing and furnish to this office. It is also requested to intimate the energy drawn by the company from the grid during the testing period and ensure that the charges are collected from the company under HT category – 2 F and as per APERC specified rates for subsequent years. If any temporary service is released for the construction the same shall be disconnected before commercial operation.

The compliance of synchronization shall be furnished immediately

20.05.18

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

To

The Superintending Engineer/Operation/APSPDCL/ Kurnool
Copy submitted to the Executive Director / HRD&PLG/Vidyuth Soudha/Gunadala/VJA
Copy transmitted to the Chief Engineer / IPC /APPCC / VS/ HYD
Copy transmitted to the Chief Engineer / Zone /APSPDCL/ Kurnool
Copy transmitted to Chief Engineer / TL&SS/Kadapa Zone /Kadapa
Copy transmitted Chief Engineer /SLDC/APTRANSCO/VS/Hyderabad

Copy to:

The Divisional Engineer / Wind farms /220 KV Bukkarayasamudram/ APTRANSCO/Anantapuram
The Superintending Engineer/OMC/Kurnool
M/s Guntur Spinning Mills (P) Ltd, D.No.491,492/2, behind Hyma Hotel, NH – 5 Obulanaidupalem, Guntur,Pin - 522005

O/C

O/C

DESPATCHED
DATE 18/5/

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CUSTOMER : M/s GUNTUR SPINNING MILLS (P) LTD.,						
CAPACITY : 1 No. WTG X 2MW = 2.0 MW 33KV Side Metering details - Feeder - 2						
PARTICULARS	MAIN METER		CHECK METER		STAND BY METER	
SL.NO	APX 01994		APX 01995		APX 01996	
TYPE	E3M024		E3M024		E3M024	
MAKE	SECURE		SECURE		SECURE	
CT RATIO	50/1A		50/1A		50/1A	
PT RATIO	33KV/√3/110V/√3		33KV/√3/110V/√3		33KV/√3/110V/√3	
MF	1000		1000		1000	
	IMPORT	EXPORT	IMPORT	EXPORT	IMPORT	EXPORT
	DATE:08.07.2018	TIME:11:11	DATE:08.07.2018	TIME:11:11	DATE:08.07.2018	TIME:11:11
	MWH-0.9	MWH-0.7	MWH- 0.9	MWH- 0.7	MWH- 0.9	MWH- 0.7
	MVAH-1.2	MVAH-0.8	MVAH- 1.2	MVAH- 0.8	MVAH- 1.2	MVAH- 0.8
	MVARH(Lag)-0.5	MVARH(Lag)-0.3	MVARH(Lag)- 0.5	MVARH(Lag)- 0.3	MVARH(Lag)- 0.5	MVARH(Lag)- 0.3
	MVA(MD)-0.0	MVA(MD)-0.0	MVA(MD)- 0.0	MVA(MD)-0.0	MVA(MD)- 0.0	MVA(MD)-0.0
	MVARHD(Lead)-0.4	MVARH(Lead)-0.1	MVARH(Lead)- 0.4	MVARH(Lead)- 0.1	MVARH(Lead)- 0.4	MVARH(Lead)- 0.1

DIVISIONAL ENGINEER
METERS & PROTECTION -I
APSPDCL, KURNOOL

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ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH

BW 468125

Sl. No. 8845 Date: 23-05-2018 Rs.100/-
Sold to : Manidipaka Venkata Satyanarayana, S/o. M.V.Subba Rao, Guntur.
For whom : M/s. Guntur Spinning Mills Pvt., Ltd., Guntur.

V.SUBRAMANYAM SETTY
LICENSED STAMP VENDOR
L.NO : 13-21- 3808/1976
R.NO : 13-21-032/2017-2019
40/837-1, Near S.B.I.,
KURNOOL – 518 004, ☎ 222899

Agreement for supply of Electricity at High Tension

Agreement executed this day 8th **JULY 2018** by **M/S. GUNTUR SPINNING MILLS (P) LTD.** service at **Molagavalli** village, Alur mandal in Kurnool circle for themselves/himself/itself and for their/his/its/hers assigns and successors in favour of the Southern Power Distribution Company of A.P. Ltd, a statutory corporation constituted under Section 23 of the AP Electricity Reform Act, 1998 henceforth referred to as the Company.

1. **Supply of power**

I/we the above mentioned have requested the Company to supply electricity at specified voltage of supply as per tariffs for the purpose of **Power Generation** and the Company agreed to afford such supply on the General Terms and Conditions notified by them from time to time under Section 21 of the Distribution and Retail Supply License Conditions and those hereinafter mentioned.

2. **Load/Maximum Demand :**

I/We agree to take from the Company, electric power for a Maximum Load not exceeding **80 KVA** which shall be taken to be my/our Contracted Demand for our exclusive use for the purpose above mentioned, at our Mills/Factory/Premises situated at **Molagavalli(V) in Alur (M).** My/Our contracted load shall be **107 HP.** I/We shall not effect any change in the Maximum Demand or Contracted Load without prior intimation to the Company.

contd.....

GUNTUR SPINNING MILLS PVT. LTD. GUNTUR

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3. **Re-Sale of Electric Power :**

I/We undertake that I/We shall not sell electrical energy obtained under this / Agreement without the sanction in writing of the Company.

4. **Obligation to comply with Requirements of Act, and General Terms and Conditions of Supply.**

I/We further undertake to comply with all the requirements of the Electricity Act, 2003, the Rules and Regulations framed there under, provisions of the tariffs scale of Miscellaneous and General Charges and the General Terms and Conditions of Supply prescribed by the Company with approval of the AP Electricity Regulatory Commission herein after called as Commission from time to time and agree not to dispute the same.

5. **Date of coming into force of the Agreement :**

I/We shall begin/take electrical energy from the Company under the conditions of this Agreement within three months, from the date of issue of intimation in writing to me/ us by the Designated Officer of the Company that supply of electrical energy is available. The Provision of this Agreement shall be deemed to come into from the date of commencement of supply of energy or the date of expiry of three months notice above referred to, whichever is earlier.

6. **Period of Agreement :**

I/We undertake to avail supply for a minimum period of 1 year from the date this Agreement comes into force.

7. **Determination of the Agreement :**

I/We shall be at liberty to determine the Agreement by giving in writing three months notice expressing such intention at any time after the period of two years. If for any reasons, I/We choose the three months to derate/terminate the agreement before the expiry of the minimum two year period of the Agreement , the deration/termination will be done with effect from the date of expiry of the three months notice period or expiry of the initial two year period whichever is later. I/We agree that the Company may terminate this Agreement at any time giving three months notice, I/We violate the terms of this Agreement or the General Terms and Conditions of Supply notified by the company with the approval of the Commission from time to time or the provisions of any law touching this Agreement including the Electricity Act, 2003, the Rules and Regulations framed there under. This Agreement shall remain in force until it is terminated as above indicated. In computing the period of 2 years referred to above the period or periods for which the annual minimum guarantee has or have been waived or reduced shall be excluded.

8. **Obligation of Consumer to pay all charges levied by Company:**

From the date this Agreement comes into force I/We shall be bound by and shall pay the Company Maximum Demand Charges energy charges, surcharges, meter rents and other charges, if any, in accordance with the tariff applicable and the General Terms and Conditions of Supply prescribed by the Company from time to time for the particular class of Consumers to which I/We belong.

9. Company's Right to Vary Terms of Agreement I/We agree that the Company shall have the unilateral right to vary, from time to time, tariffs, scale of general and miscellaneous charges and the General Terms and Conditions of supply under this Agreement by special of general proceedings. In particular, the Company shall have the right to enhance the rates chargeable for supply of electricity according to exigencies.

10. **Monthly Minimum Charges:**

I/We shall pay minimum charges every month as prescribed in tariff, and the General Terms and Conditions of Supply even if no electricity is consumed for any reason whatsoever and also if the charges for electricity actually consumed are less that the minimum charges. The minimum charges shall also be payable by me/us even if electricity is not consumed because supply has been disconnected by the company because of non-payment of electricity charges. Theft of Electricity or Unauthorized use of Electricity or for any other valid reason.

Contd 3

GUNTUR SPINNING MILLS PVT. LTD. GUNTUR

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11. **Special Annual Minimum Guarantee:**

In consideration of the Company making arrangements for supplying electrical energy to me/us, I/We agree with effect from the date of commencement of this Agreement for the period of 1 (one) year to guarantee a minimum payment Rs. _____ (Rupees _____ only) Every year towards Demand and energy charges only, exclusive of payments towards surcharge, or other payments by whatever name they may be called. If the amounts actually paid towards Demand energy charges during any year fall short of the guaranteed minimum., the amount of deficit shall be deemed to be arrears of electricity charges and recovered accordingly.

12. I/We hereby agree that if I/We, am/are found indulging in Theft of Electricity or Unauthorized use of Electricity in respect of use of electrical energy. I/We shall pay additional charges as may be levied by the Company. I/We also agree that in such an even the Company shall in addition to levy of the additional charges have right to disconnect supply of electricity to my/our premises for such period as may be decided by the company.

13. I/We requested the company to provide the meter for measuring the electricity supplied to me and the company has agreed for the same, Accordingly, I/We agree to pay the monthly meter rentals as may be fixed by the Commission from time to time.

14. "In case any dispute or difference that may arise in future on supply i.e., electricity or on the other terms and conditions of agreement between APSPDCL and other consumer, such dispute/difference may be referred to or file in the appropriate court of Law within the state of A.P. only or tried by competent court with in the jurisdiction of A.P. High Court only. "

Signature of the Consumer
(Full Name)
Date _____

SPINNING MILLS PVT. LTD. GUNTUR

Signed by the applicant in my presence :

Asst. Divisional Engineer,
Operation APSPDCL,
ALUR.

Divisional Electrical Engineer,
Operation APSPDCL,
ADONI.

Witness: 1	Witness: 2
Signature:	Signature:
Name and Address: K. BHASKARACHARI Guntakal	Name and Address: T. Ashok Kumar Guntakal
Date :	Date :

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TRANSMISSION CORPORATION OF ANDHRA PRADESH LIMITED
VIDYUT SOUDHA :: VIJAYAWADA
CIN: U31909AP1998SGC107226 Website: www.aptransco.gov.in

From
The Chief General Manager
(HRD & Plg,)
APTRANSCO,
Vidyut Soudha, Gunadala,
Vijayawada– 520 004

To
M/s Guntur Spinning Mills (P) Ltd,
D.No.491,492/2 Behind Hyma Hotel,
NH-5 Obulnaidupalem, Guntur(Rural),
Andhra Pradesh – 522 005.

Lr.No.CGM/HRD & Plg/EE-Comml/DEE-1/F- Guntur Spinning /D.No. 531/18, dt: 13.12.18.

Sir,

Sub: Long Term Intra-state Open Access for Transmission of 2 MW Power from M/s Guntur Spinning Mills (P) Ltd, (HTSC No. KNL-820) Wind Power Plant located at Molagavalli(V), Alur (M), Kurnool (Dist) to M/s Guntur Spinning Mills (P) Ltd, (HTSC No.GNT-777), Obulanaidu Palem(V), Guntur (Dist) at 33KV level in APSPDCL area for a period up to 27.08.2043 under Captive Usage - Approval accorded – Reg.

Ref: 1. Company's LTOA Application dtd. 28.08.2018.
2. M/s Siemens Gamesa Renewables Power Pvt Ltd's letter dtd.27.08.2018 .
3. Memo.No:APSPDCL/TPT/CGM/IPC/GM/IPC/DE1/F.LTOA/D.No.451/18, dt: 18.05.18.

<<0>>

This has reference to your long term open access application dtd.28.08.2018 and representation of M/s Siemens Gamesa Renewables Power Pvt Ltd vide reference (2) cited, requesting for Transmission of 2 MW Power from M/s Guntur Spinning Mills (P) Ltd, (HTSC No. KNL-820), Wind Power Plant located at Molagavalli(V), Alur (M), Kurnool (Dist) to M/s Guntur Spinning Mills (P) Ltd, (HTSC No.GNT-777), Obulanaidu Palem(V), Guntur (Dist) at 33KV level in APSPDCL area for a period up to 27.08.2043 under Captive Usage.

APTRANSCO have considered the application for Open Access and hereby accords approval as per Open Access Regulation 2 of 2005, for Long Term Open Access of 2 MW power as desired by M/s Guntur Spinning Mills (P) Ltd, wind Power Plant, for the period up to 27.08.2043 duly considering the synchronization date as 08.07.2018 i.e., the date certified in the commissioning certificate based on the approvals issued by CGM/APSPDCL vide ref (3) cited with the following conditions.

1. Long Term Open Access agreement for transmission of 2 MW shall be entered by M/s Guntur Spinning Mills (P) Ltd, with APTRANSCO & APSPDCL in the APERC approved format.
2. The date of commencement of Open Access for 2MW will be as mentioned in the Agreement.
3. The scheduling and Energy settlement etc., shall be as per the Regulation 2 of 2006 and its subsequent amendments issued by APERC from time to time.
4. The company shall pay monthly Wheeling charges and wheeling losses in kind as decided by APSPDCL as per the Tariff Orders issued by APERC from time to time and company shall also pay Transmission charges, SLDC charges for 2 MW power as per the Tariff Orders issued by APERC from time to time irrespective of actual energy injected.
   However, the Transmission & wheeling Charges are exempted upto 31.03.2019 as per the APERC Orders dtd.17.10.2015 together with Tariff Order dtd.09.05.2014 and same has to be paid whenever APERC cancels the exemption.
5. The company shall pay two months SLDC charges to APTRANSCO as security deposit before commencement of Open Access as per APERC Orders and Regulations from time to time.

6. The company has to open Letter of Credit towards imbalance in supply and consumption of electricity for a period of 10 days, before commencement of Open Access to APSPDCL.
7. M/s Guntur Spinning Mills (P) Ltd, has to back down the Wind power plant as and when required in case of grid constraints for which the company is requested to submit an undertaking on 100/- stamp paper duly notarised accepting to back down the wind power plant as and when required in case of grid constraints and other requisites before entering LTOA Agreement.
8. The Priorities of open access consumer M/s Guntur Spinning Mills (P) Ltd., vide letter dt. 09.11.2018 are as follows:
   - 1st Priority – M/s Guntur Spinning Mills (P) Ltd., Wind Unit Located at Molagavalli(V), Location No. GM2-68, APSPDCL, Kurnool Dist. Open Access Energy
   - 2nd Priority – IEX.
   - 3rd Priority – APSPDCL.
9. The company shall submit the share holding pattern and percentage usage of electricity generated by M/s Guntur Spinning Mills (P) Ltd,(HTSC NO.KNL-820), as per the conditions laid down Electricity Rules 2005 for requirement of Captive status for exemption for payment of cross subsidy surcharge to APSPDCL, otherwise the company has to pay the cross subsidy surcharge as per the bills raised by APSPDCL as per the Orders issued by APERC from time to time
10. M/s Guntur Spinning Mills (P) Ltd,(HTSC NO.KNL-820), shall pay HT power bills at Generator end for drawl of auxiliary power from APSPDCL.
11. Approval for Long Term Open Access for transmission of 2 MW power for a period from date of commencement of Open Access to 27.08.2043 is herewith enclosed.
12. You are requested to contact Chief General Manager / P&MM & IPC / APSPDCL/ Tirupati for Opening of LC and for entering of Long Term Open Access Agreement.

Encl: As above

Yours faithfully,

Chief General Manager 4/28
HRD & Planning/APTRANSCO

Copy to:

1)The Chief General Manager / P&MM & IPC / APSPDCL / Tirupathi
2) The Chief Engineer/ Kadapa Zone / APTRANSCO/ Kadapa.
3) The Chief Engineer/ Vijayawada Zone / APTRANSCO/ Vijayawada
4) The FA&CCA(R&E)/APTransco/VS/Vijayawada.
5) The Executive Director /SLDC./Vidyut Soudha/ Vijayawada.
6) The Chief Engineer /IPC/APPCC/ Vidyut Soudha/ Vijayawada.
7) The Superintending Engineer/EBC/APTRANSCO/ Vijayawada .
8) The Superintending Engineer/ OMC/APTRANSCO / Kurnool. -*
9) The Superintending Engineer/ Operation/APSPDCL / Kurnool. -*
10) The Superintending Engineer/ Operation/APSPDCL / Guntur. -*
11) The Superintending Engineer/ OMC/APTRANSCO / Guntur-*

* With a request to send MRI data of Special Energy Meters for the above entry and exit points to EBC Wing at Vidyut Soudha, APTRANSCO, Vijayawada. Ensure that the OA Generator and Consumer reading dates must be same and the billing cycle of all intra-state OA consumers should be the same. To arrive the energy injected at entry point, the line losses from the Generator end to 33/220KV Molagavalli Pooling Sub Station is mandatory and requested for arranging the line losses data to the EBC wing every month and ensure that the billing cycle should be the same.

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TRANSMISSION CORPORATION OF ANDHRA PRADESH LIMITED
VIDYUT SOUDHA :: VIJAYAWADA
CIN: U31909AP1998SGC107226 Website: www.aptransco.gov.in

APPROVAL FOR LONG TERM OPEN ACCESS

Approval No: **APTRANSCO / 08 /2018-19** Dated: 13 .12.2018

Ref: Company's LTOA Application dtd.28.08.2018.

1. Name of customer : M/s Guntur Spinning Mills (P) Ltd,
2. Name of injecting utility : M/s Guntur Spinning Mills (P) Ltd, (HTSC NO.KNL-820).
   Location: Molagavalli(V), Alur (M), Kurnool (Dist)
   Connected Substation: 33/220 KV Molagavalli Pooling Pooling SS, APTRANSCO.
   Voltage level : 220 KV.
   Date of Synchronization: 08.07.2018
3. Name of Drawee utility : M/s Guntur Spinning Mills (P) Ltd,
   (HTSC No. GNT- 777),
   Location: Obulanaidu Palem(V), Guntur (Dist)
   Connected Substation: 132/33 KV Nallapadu SS, Guntur Dist, APSPDCL.
   Voltage level :33 KV,
   Allocated capacity from injecting point: 0.47 MW
4. Intervening Discoms : APSPDCL
5. Open Access Capacity Applied: Maximum at entry point- 2MW, average -470 KW for the period up to 27.08.2043.
6. Open Access capacity approved : Maximum at entry point-2 MW. Average at entry point - 470KW. However Open Access charges are applicable on maximum entry point capacity only for the period up to 27.08.2043.

Name & Consumer HT SC No.	Period		Time		Capacity at Injecting Point in MW
	From Date	To Date	From (Hrs)	To (Hrs)	
M/s Guntur Spinning Mills (P) Ltd, (HTSC No.GNT- 777) & 33 KV level	From the date mentioned in the agreement	27.08.2043	00:00	24:00	0.47

7. The above approval is in accordance with the provisions of the Andhra Pradesh State Electricity Regulatory Commission (Terms and Conditions of Open Access) Regulation, 2005 for Intra State Transmission & Distribution Network.
8. This approval is subject to payment of Security Deposit of SLDC charges to APTRANSCO by means of Demand Draft by the applicant before commencement of Open Access. The SLDC charges shall be paid in favour of SLDC, APTRANSCO. Transmission & SLDC charges, Transmission losses, Wheeling charges and wheeling losses are applicable as per APERC Orders and Regulations from time to time.

9. The details of payment of open access charges are as follows.
   a. Security Deposit of two months **SLDC Op.charges of Rs.9,371/- @ Rs. 2342.73 / MW / Month** to APTRANSCO for 2 MW.
   b. SLDC Annual Fee to be paid as per the bills raised by APTRANSCO.
10. It is requested to pay the LC amount for 10 days of energy charges as intimated by APSPDCL.
11. The company has to enter long term open access agreement with APTRANSCO, APSPDCL in the APERC approved format before commencement of Open Access.
12. The company shall pay monthly Transmission, wheeling & SLDC charges and also losses in kind for 2 MW power as per the Tariff Orders issued by APERC from time to time. This approval is subject to
    a. The responsibility of ensuring compliances with the provisions of Electricity Act, 2003.
    b. The APERC Regulations on terms and conditions of Open Access in Intra-State transmission and Distribution Networks vide Regulation No.2 of 2005.
    c. Regulation on Levy and collection of fees and charges by SLDC vide Regulation No. 1/2006.
    d. Regulations on Interim Balancing and Settlement Code for Open Access transactions vide Regulation No. 2/2006 and its subsequent amendments issued by APERC.
    e. Fulfillment of conditions laid down Electricity Rules 2005 for requirement of Captive Generating Plant and minimum usage of energy for captive use (for exemption to payment of cross subsidy surcharge).
    f. Regulation on RPPO vide APERC Regulation No.1 of 2012 and its subsequent amendments.
    g. Any other Regulation / Rules / Conditions as may be issued by APERC from time to time.
    h. Regulation on Power Evacuation from Captive Generation, Cogeneration and Renewable Energy Source Power Plants (Regulation No. 3 of 2017)".

Signature

PLACE: VIJAYAWADA

Chief General Manager 3/2.8
HRD&Planning/APTRANSCO
Vidyut Soudha, Vijayawada

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TRANSMISSION CORPORATION OF ANDHRA PRADESH LIMITED
VIDYUT SOUDHA :: VIJAYAWADA
CIN: U31909AP1998SGC107226 Website: www.aptransco.gov.in

From
The Chief General Manager,
HRD& Planning,
APTRANSCO,
VidyutSoudha, Gunadala,
Vijayawada-520004.

To
M/s Guntur Spinning Mills (P) Ltd,
D.No.491,492/2 Behind Hyma Hotel, NH-5
Obulnaidupalem, Guntur(Rural),
Andhra Pradesh – 522 005.

Lr.No.CGM/HRD&Plg//EE-Comml/DEE-1/F-Guntur Spinning/D.No. 538 /18,Dt.17.12.2018

Sir,

Sub: Long Term Intra-state Open Access for Transmission of 2 MW Power from M/s Guntur Spinning Mills (P) Ltd, (HTSC No. KNL-820) Wind Power Plant located at Molagavalli(V), Alur (M), Kurnool (Dist) to M/s Guntur Spinning Mills (P) Ltd, (HTSC No.GNT-777), Obulanaidu Palem(V), Guntur (Dist) at 33KV level in APSPDCL area for a period up to 27.08.2043 under Captive Usage – Concluded Agreement Communicated – Reg.

Ref: Lr.No.CGM/HRD &Plg/EE-Comml/DEE-1/F-Guntur Spinning/D.No. 531/18,dt: 13.12.18.

&&&

As per the Long Term Open Access approval accorded by APTRANSCO vide reference cited for Transmission of 2 MW Power from M/s Guntur Spinning Mills (P) Ltd, (HTSC No. KNL-820) Wind Power Plant located at Molagavalli(V), Alur (M), Kurnool (Dist) to M/s Guntur Spinning Mills (P) Ltd, (HTSC No.GNT-777), Obulanaidu Palem(V), Guntur (Dist) at 33KV level in APSPDCL area, the Long Term Intra-state Open Access agreement among APTRANSCO, APSPDCL and M/s Guntur Spinning Mills (P) Ltd has been concluded on 17.12.2018 and the agreement shall be from 18.12.2018 to 27.08.2043.

The Long Term Open Access agreement is here with communicated in original.

Encl: LTOA Agreement in original.

Yours faithfully

Chief General Manager
HRD&Plg/ APTRANSCO

Copy to:
1) The Chief General Manager / Projects & IPC / APSPDCL / Tirupathi. - *
2) The Chief Engineer /Kadapa Zone / APTRANSCO / Kadapa -**
3) The Executive Director /SLDC /APTransco/Vidyut Soudha/Vijayawada -***
4) The Chief Engineer /Comml./APPCC/Vidyut Soudha/Vijayawada -***
5) The Chief Engineer /IPC/APPCC/ Vidyut Soudha/Vijayawada -***.
6) The FA&CCA(R&E)/APTransco/V.S/Vijayawada -**.
7) The Superintending Engineer/EBC/APTRANSCO/Vijayawada -**.
8) The Superintending Engineer/ OMC/APTRANSCO / Kurnool. -***
9) The Superintending Engineer/ Operation/APSPDCL / Kurnool. ---***
10) The Superintending Engineer/ Operation/APSPDCL / Guntur. ---***
11) The Superintending Engineer/ OMC/APTRANSCO / Guntur. ---***

* With original LTOA agreement
** With a copy of LTOA agreement.
*** For information.

Z:\Guntur Spinning Mills (P) Ltd\Guntur Spinning Mills - Meter readings.doc

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भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH

CG 146476

S.No. 18334 Dt. 12/12/18 Rs. 100/-

Sold to Sri: Mamidipaka Venkata Satyanarayana S/o M.V. Subbarao Guntur

For Whom: Guntur Spinning Mills (P) Ltd, Guntur

M. Usha Rani

M. USHA RANI
Licensed Stamp Vendor
O.L.No: 06-16-003/2015
RL.No-06-16-004
Valid Up to: 31-12-2018
#7-31, Lotus Towers, Kondapa
Cell No: 9492225727

LONG TERM OPEN ACCESS AGREEMENT

THIS OPEN ACCESS AGREEMENT is entered into as of this 17th day of December' 2018.

BETWEEN:

TRANSMISSION CORPORATION OF ANDHRA PRADESH, a company organized and existing under the laws of India with its registered office at **D.No.48-124/1, Vidyut Soudha, Vijayawada – 520 004** (hereinafter referred to as "APTRANSCO" which expression shall unless repugnant to the subject or context, means and includes its successors and assignees) represented by Chief General Manager (HRD & Planning), APTRANSCO as the party of the first part.

Zu V.S. Subbarao
CHIEF GENERAL MANAGER
HRD & Planning
APTRANSCO, Vidyut Soudha
VIJAYAWADA-520 004.

17/12
CHIEF GENERAL MANAGER
PROJECTS & IPC, APSPDCL:
TIRUPATI

For Guntur Spinning Mills (P) Ltd
T. Karthik
Director

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ఆంధ్రప్రదేశ్ आंध्र प्रदेश ANDHRA PRADESH 68AA 869806

S.No 18339 Dt. 12/12/18 Rs. 20/-

Sold to Sri: Mamidipaka Venkata Satyanarayana S/o M.V. Subba Rao

For Whom: Guntur Spinning Mills (P) Ltd; Guntur

M. USHA RANI
Licensed Stamp Vendor
O.L.No: 06-16-003/2015
RL.No-06-16-004
Valid Up to: 31-12-2018
#7-31, Lotus Towers, Kondapalli
Cell No: 9492225727

Southern Power Distribution Company of Andhra Pradesh Limited, a company organized and existing under the laws of India with its registered office at **Raghavendra Nagar, Kesavayanagunta, Tiruchanoor Road, Tirupati - 517501, Andhra Pradesh** (hereinafter referred to as "APSPDCL" which expression shall unless repugnant to the subject or context, means and includes its successors and assignees), represented by Chief General Manager (Projects & IPC), APSPDCL party of the second part:

CHIEF GENERAL MANAGER
HRD & Planning
APTRANSCO, Vidyut Soudha
VIJAYAWADA-520 004.

CHIEF GENERAL MANAGER
PROJECTS & IPC, APSPDCL:
TIRUPATI

For Guntur Spinning Mills (P) Ltd
T. Karthik
Director

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AND **M/s Guntur Spinning Mills (P) Ltd ,(HTSC No.KNL-820)** a generating company / consumer having its premises located at **Molagavalli(V), Alur (M), Kurnool (Dist)** a company incorporated and existing under the laws of **Companies Act, 1956** having its Registered office at **D.No.491,492/2 Behind Hyma Hotel, NH-5 Obulnaidupalem, Guntur(Rural), Andhra Pradesh – 522 005** (hereinafter referred to as "Open Access User" which expression shall unless repugnant to the subject or context, means and includes its successors and assignees) as party of the third part

WHEREAS:

APTRANSCO, pursuant to grant of license by the Andhra Pradesh Electricity Regulatory Commission, is engaged in the business of transmission of electricity in the state of Andhra Pradesh:

APSPDCL, pursuant to grant of license by the Andhra Pradesh Electricity Regulatory Commission, is engaged in the business of distribution of electricity in the State of Andhra Pradesh, for the areas specified in the license for distribution:

Open Access User is a generating company / consumer engaged in the business of production and is desirous of availing the Transmission and Wheeling Services offered by APTRANSCO and APDISCOM from **M/s Guntur Spinning Mills (P) Ltd, (HTSC No.KNL-820) Wind Power Plant located at Molagavalli(V), Alur (M), Kurnool (Dist) to M/s Guntur Spinning Mills (P) Ltd, (HTSC No.GNT-777), Obulanaidu Palem(V), Guntur (Dist) at 33KV level in APSPDCL area.**

The Open Access User had filed an application with the Nodal Agency for grant of Open Access for a contracted capacity of 2 MW from the power plant of **M/s Guntur Spinning Mills (P) Ltd** and the same has been accepted, in the manner provided under the Andhra Pradesh Electricity Regulatory Commission (Terms and Conditions of Open Access) Regulation, 2005 (No. 2 of 2005); hereinafter referred to as the Regulation.

Now, therefore, in consideration of the foregoing premises and their mutual covenants set forth herein and subject to the Regulation, the parties hereto agree as follows:

CHIEF GENERAL MANAGER
HRD & Planning
APTRANSCO, Vidyut Soudha
VIJAYAWADA-520 004.

CHIEF GENERAL MANAGER
PROJECTS & IPC, APSPDCL:
TIRUPATI

For Guntur Spinning Mills (P) Ltd
T. Karthik
Director

Article 1: DEFINITIONS

1. In this Agreement, unless the context otherwise requires:

(a) "Act" means the Electricity Act, 2003:

(b) "AP Grid Code" means the Code of Technical Interface of Andhra Pradesh, as approved by the Commission and amended from time to time:

(c) "Commission" means the Andhra Pradesh Electricity Regulatory Commission:

(d) "Central Electricity Regulatory Commission" or "CERC" means the Commission constituted and empowered under Section 76(1) and other applicable provisions of the Act:

(e) "Contracted Capacity" in the context of open access for supply to consumers means the capacity contracted in megawatts (MW) or kilowatts (kW) or kilo volt ampere (kVA) for transmission and / or wheeling to a consumer under open access:

(f) "Distribution Code" means the Distribution Code for the State of Andhra Pradesh as approved by the Commission from time to time:

(g) "Effective date" shall mean the date upon which the Parties execute this Agreement:

(h) "Entry Point" means a point at which electricity is injected into the electricity transmission network or the electricity distribution network:

(i) "Exit Point" means a point at which electricity is drawn from the electricity transmission network or the electricity distribution network:

(j) "Invoice" means the main Invoice and Supplemental Invoice as defined in Article 5 of this Agreement:

(k) "Inter-State transmission system" means Inter-state transmission system as defined in the Act.

(l) "Nodal Agency" means the Nodal Agency as defined in the Clause 5 of the Regulation:

(m) "Regulation" means the Andhra Pradesh Electricity Regulatory Commission (Terms and Conditions of Open Access) Regulation, 2005 (No. 2 of 2005)

(n) "Scheduled Consumer" means the consumer of the Open Access User who also has a subsisting agreement with the APDISCOM for supply to meet a part of his requirement.

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For Guntur Spinning Mills (P) Ltd

Director

(o) "Transmission Service" shall mean provision, supply or conveyance of electricity by means of cables and / or overhead lines, together with any step-up and step-down transformers, switch-gear and other works necessary to and used for the control of such cables or overhead lines, and such buildings or part thereof as may be required to accommodate such transformers, switch-gear and other works and such other related services as may be provided by APTRANSCO from time to time.

(p) "User" or "Open Access User" means a person, other than a Short-term User, as defined in the Regulation, using or intending to use the transmission system and / or the distribution system of the licensees in the State for receiving supply of electricity from a person other than the distribution licensee of his area of supply, and the expression includes a generating company and licensee.

(q) "Wheeling Service" means the operations whereby the distribution system of APDISCOM along with the associated facilities of a transmission licensee or otherwise as the case may be, are used by another person for conveyance of electricity on payment of charges determined by the Commission from time to time.

Words and expressions used and not defined in this Agreement but defined in the Act shall have the meanings as assigned to them in the Act, and in the absence thereof, shall have the same meaning as commonly understood in the electricity supply industry.

Article 2: PROCEDURE FOR AVAILING TRANSMISSION AND WHEELING SERVICES.

2.1 Prior to receiving Transmission and Wheeling Service from APTRANSCO and / or APSPDCL, the Open Access User agrees and undertakes to follow and comply with the procedures for availing Transmission and Wheeling Services provided in the Regulation and / or specified by the Nodal Agency as empowered and authorised under the Act or the Regulations thereunder..

2.2 The Open Access User further agrees and undertakes inter alia, to comply with:

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PROJECTS & IPC, APSPDCL:
TIRUPATI

For Guntur Spinning Mills (P) Ltd

Director

(a) The technical requirements and infrastructure / equipment standards prescribed by APTRANSCO and APDISCOMs, including applicable provisions of the AP Grid Code, the Distribution Code and any other applicable guidelines, as may be specified by the Commission from time to time and as may be necessary in order to entitle the Open Access User to avail Transmission and Wheeling Services.

(b) Such payment security mechanism/instrument for availing Transmission and Wheeling Services as prescribed under Article 5 of this Agreement and as modified from time to time:

(c) Any other technical, or operational criteria prescribed by APTRANSCO and / or APDISCOMs as approved by the Commission from time to time:

(d) Any requirement to furnish evidence to the effect that the Open Access User has the requisite approvals and clearances from the Nodal Agency or otherwise, that are necessary to avail Transmission and Wheeling Services.

(e) In case the Open Access User is a generator located within the state of Andhra Pradesh, the Open Access User may avail start-up power, for which it shall enter into a separate agreement with the concerned APDISCOM.

(f) The Open Access User shall ensure that the Open Access Consumers maintain a Power Factor not less than 0.95 lag failing which the Open Access Consumer shall pay a Power Factor Surcharge levied in the monthly bills as per APSPDCL's rules in force and recover from the Open Access Consumers. In respect of Scheduled Consumers the bill will be rendered by the APSPDCL to them and charges collected. Similarly, Open Access User shall also maintain Power Factor of the Electricity delivered for transmitting / wheeling at 0.9 as per the reading taken from export meters at Interconnection Point, failing which the Open Access User shall pay Power factor surcharge as applicable to the Open Access Consumer.

(g) The APSPDCL shall not be obligated to disconnect the supply of power to any of the Scheduled Consumers for any failure on their part to comply with the terms and conditions of any agreements between the Open Access User and Scheduled Consumers. In respect of Open Access Consumers the Open Access User would initiate necessary action as per the terms of agreement between them, without any reference to APTRANSCO / APSPDCL. Notwithstanding the above,

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PROJECTS & IPC, APSPDCL:
TIRUPATI

For Guntur Spinning Mills (P) Ltd
T. Karthik

Director

the Open Access User shall be responsible for payment obligations as provided in this Agreement for the Contracted Capacity.

2.2.1 Subject to conditions specified in the Regulation, the Open Access User agrees not to transfer his contracted capacity to any other customer or User.

2.3 Notwithstanding anything contained herein, in the event the APTRANSCO and / or APSPDCL is required to construct or augment any electrical plant or line in order to extend Transmission and Wheeling Services to the Open Access User, APTRANSCO and / or APSPDCL may recover such expenditure in terms of Regulations/Orders issued by the Commission in this behalf from time to time.

2.4 In case of utilization of inter-state transmission system in addition to the intra-state transmission system and / or distribution system by the Open Access User, it agrees to pay the inter-state transmission charges and/or wheeling charges, as approved by CERC from time to time in addition to transmission charges and/or wheeling charges payable for the use of intra-state system as approved by the Commission.

2.5 Scheduling and system operation charges (also called as SLDC charges) shall be payable by the Open Access User/Generators and Licensees using the services of SLDC. Such charges shall be governed by the relevant regulations or orders issued by the Commission from time to time.

2.6 The Open Access User shall pay the charges payable under this Agreement from the date of Commencement of open access specified in the Schedule I, regardless of whether or not such open access is used on and from that date, except if the failure to use such open access is due to the default of the APTRANSCO and/ or APSPDCL.

2.7 In the event of Open Access User's surrender of whole or part of contracted capacity, or reduction / cancellation of the capacity allotted to the User as per clause 15.1 or 15.2 of the Regulation, the Open Access User shall pay all charges, including compensatory charges in the manner specified in the Regulation.

Article 3: TRANSMISSION AND WHEELING SERVICES

3.1 Subject to the provisions of the Regulation and on such terms and conditions herein agreed, APTRANSCO and APSPDCL agree and undertake to provide Transmission and Wheeling Services to the Open Access User, as described and arranged in

CHIEF GENERAL MANAGER
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PROJECTS & IPC, APSPDCL
TIRUPATI

For Guntur Spinning Mills (P) Ltd
T. Karthik
Director

Schedule I hereto, on payment of transmission and wheeling charges, and any other applicable charges, as specified by the Commission.

3.2 The criteria for allotment of capacity shall be as specified in the Clause 9 of the Regulation. In case of insufficient spare capacity / congestion the allocations shall be done as per Clause 9.3.1 of the Regulation.

3.3 In the event the Open Access User expects to underutilize the capacity contracted under open access, the Open Access User may surrender a part of the capacity subject, however, to an advance notice of 15 days, along with an explanation for such underutilization.

3.4 In the event of underutilization of the capacity contracted by the Open Access User, which, if made available, could be used to meet requirements of other applicant (s), the State Transmission Utility in its capacity as the Nodal Agency, on the advice of APTRANSCO and / or on the advice of APSPDCL may consider reduction or cancellation of the capacity allocated to the Open Access User notwithstanding the Article 15 of this agreement.

Provided that the APTRANSCO / APSPDCL shall not approach Nodal Agency for such reduction / cancellation of the capacity allocated without first issuing a notice in writing of at least 15 days, in advance to the concerned Open Access User, to enable the concerned Open Access User to file his objections if any.

Article 4: TERM OF AGREEMENT

4.1 This Agreement shall be in force from 18.12.2018 to 27.08.2043 subject to modification as per Article 3.3 and 3.4 herein.

4.2 The parties may renew this Agreement for a further term of two years or more without the requirement of a fresh open access application, on receipt of at least three (3) months' notice from the Open Access User and the Nodal Agency, before the expiry of the Agreement.

4.3 It is agreed that in the event no notice is provided by the Open Access User, such Open Access User shall forgo his right over the allotted capacity.

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VIJAYAWADA-520 004.

CHIEF GENERAL MANAGER
PROJECTS & IPC, APSPDCL
TIRUPATI

For Guntur Spinning Mills (P) Ltd

Director

4.4 The User shall have the flexibility to change entry and/or exit points twice a year subject to the provisions of the Regulation

Article 5: INVOICE AND PAYMENTS

5.1 For Transmission and Wheeling Services provided to the Open Access User under this Agreement, the APSPDCL/APTRANSCO will charge and bill the Open Access User for all charges as specified in clause 17 of the regulation as applicable and the Open Access User will pay APSPDCL in accordance with the rates / charges specified by the Commission or the Nodal Agency (in case of congestion) from time to time, on the basis of the settlement statement determined in accordance with the Balancing and Settlement Code approved by the Commission as amended from time to time. In the event of the usage of the transmission system of APTRANSCO along with the distribution system of the APSPDCL, the Open Access User shall pay the appropriate charges to APTRANSCO within 15 days of the raising of invoice by the APTRANSCO.

5.2 Notwithstanding anything contained in Article 5.1 above, in the event the contracted capacity of the Open Access User has been accommodated through a congested corridor of the network, the Open Access User then will pay charges as provided in Clause 9.3.1 of the Regulation.

Invoice:

5.3 APSPDCL shall provide to the Open Access User an Invoice based on the following:

(a) Meter reading taken pursuant to Article 7 herein and in accordance with Clauses 18.5 and 18.6 of the Regulation and the Balancing and Settlement Code.

(b) The charges / tariff determined by the Commission from time to time, in accordance with the provisions of the Act and applicable regulations.

5.4 The periodicity of the invoice will be monthly.

CHIEF GENERAL MANAGER
HRD & Planning
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VIJAYAWADA-520 004.

CHIEF GENERAL MANAGER
PROJECTS & IPC, APSPDCL
TIRUPATI

For Guntur Spinning Mills (P) Ltd
T. Karthik
Director

Supplementary Invoice:

5.5 Any amount due to APTRANSCO or APSPDCL under this Agreement other than the amount set out under the Invoice shall be payable within 15 (fifteen) days from the date of presentation of a Supplementary Invoice to the User.

The Supplementary Invoice will include, but not be limited to the following:

(a) statutory duties, taxes, cess, levies, royalty, etc;

(b) any claim of Government of India, State Government, local authorities, or bodies etc.

(c) any other claim admissible under this agreement.

5.6 Each monthly Invoice shall be payable by Open Access User in accordance with this Agreement on or before the due date indicated in such invoice, which will be 15 (fifteen) days from the date of presentation of Invoice to the Open Access User.

5.7 Payment of Invoice and Supplementary Invoice shall be made on or before the due date either by (a) bank draft or (b) through irrevocable revolving letter of credit, issued by a public sector bank.

Payment Security Mechanism:

5.8 The Payment Security Mechanism specified hereunder is intended to ensure recovery of the applicable payments in case of a payment default and not as a mechanism for regular payments.

The Open Access User shall as a payment security, deposit with the APSPDCL in advance, in cash or by means of a demand draft issued by a scheduled Bank, an amount equal to estimated billing based on the appropriate charges, including transmission and wheeling charges and any other applicable charges, as specified under this Agreement, and as determined by the Commission from time to time, and notified in the relevant Tariff Order or otherwise, and as per the conditions stipulated therein, payable by the User to the APSPDCL (invoicing agency) for a period of two months.

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APTRANSCO, Vidyut Soudha
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CHIEF GENERAL MANAGER
PROJECTS & IPC, APSPDCL:
TIRUPATI

For Guntur Spinning Mills (P) Ltd

5.9 The APSPDCL shall also be entitled to security from the Open Access Consumer/Generating Company for the imbalance in supply and consumption of electricity equivalent to the number of days for which the agreement is entered into, subject to a maximum of ten days, the cost of supply for electricity wheeled using the distribution system of the APSPDCL in accordance with the Act, the APSPDCL's General Terms and Conditions of Supply and this agreement. This security can be provided by the Open Access Consumer/Generating Company in the form of advance deposit of required amount or by opening an irrevocable Letter of Credit having validity for the agreement period.

Provided that such security shall be for enabling the APSPDCL to give supply of electricity to consumers of such Open Access Generator in the event of unforeseen disruption or termination of supply by such Open Access Generators on account of bankruptcy, insolvency or for any other reason.

Provided further that in the event of unforeseen disruption or termination of supply by the Open Access Generator, the APSPDCL shall arrange to continue supply to consumers of such Open Access Generator until such time security is exhausted or alternative arrangements for supply have been entered into, whichever is earlier.

Also provided, in the event that the energy was injected into the Transmission/Distribution network by the OA Generator, but could not be delivered to the Scheduled / OA consumer due to network breakdown and was consumed by the distribution licensee, the licensee in whose area the breakdown has occurred, shall pay to the OA Generator/Consumer the equivalent energy charges at the rate of its Pooled Cost of Power Purchase (PCPP) determined by the Commission, every year.

The LC shall be opened prior to the commencement of open access transaction and shall be valid for the entire duration of the transaction. Failure to provide the LC as mentioned in referred Articles 5.7 & 5.9 herein above shall entail forfeiture of the allotment of capacity and APTRANSCO / APSPDCL shall not be obliged to commence wheeling services till such LC is opened.

CHIEF GENERAL MANAGER
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CHIEF GENERAL MANAGER
PROJECTS & IPC, APSPDCL:
TIRUPATI

For Guntur Spinning Mills (P) Ltd

Director

The LC shall be negotiated by the APSPDCL, on the basis of the "Schedule of the Payment" and shall be enclosed with the approval of the customer to operate the LC, as and when the customer fails to remit the payment in full by its due date.

5.10 Any failure on the part of the Open Access User to pay all or any portion of an Invoice issued by APSPDCL, shall constitute a valid ground for APTRANSCO and/or APSPDCL to terminate such Transmission and / or Wheeling Service forthwith, as also to take such measures as prescribed under this Agreement or law applicable.

Article 6: SCHEDULING AND CURTAILMENT

6.1 Subject to the Regulation, the Open Access User agrees to comply with the procedures for availing Transmission and Wheeling Services in the matter of scheduling as specified by the Commission in the Balancing and Settlement Code or otherwise.

6.2 In case of constraints, the APTRANSCO and/or APSPDCL, based on such direction(s) from SLDC, may curtail power to Open Access User in an event of emergency / threatening grid security and stability. The prioritization shall be as specified in Clause 19.5 of the Regulation.

Article 7: METERING

7.1 Subject to the provisions of Section 55 of the Act, the Open Access User undertakes to provide special energy meters capable of measuring active energy, reactive energy, average frequency and demand integration in each 15-minute time block, with a built-in calendar and clock and conforming to BIS / CBIP Technical Report / IEC Standards, as well as the relevant provisions under the AP Grid Code and Distribution Code, at all entry and exit points.

7.2 The Open Access User agrees to be responsible for compliance with all statutory and regulatory requirements in relation to the accuracy, use and installation of the metering equipment.

CHIEF GENERAL MANAGER
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CHIEF GENERAL MANAGER
PROJECTS & IPC, APSPDCL:
TIRUPATI

For Guntur Spinning Mills (P) Ltd
T. Karthik
Director

7.3 The Open Access User agrees and undertakes to provide any metering information or such other information to APTRANSCO and APDISCOMs as may reasonably be required by APTRANSCO and APDISCOMs from time to time, in accordance with the guidelines specified by the Commission from time to time.

7.4 The concerned APDISCOM and / or APTRANSCO shall take the meter readings at the entry / exit points and the same shall be signed by the APDISCOM / APTRANSCO as well as the Open Access User.

Article 8: DEFAULT

8.1 The following shall constitute defaults by Parties and the consequences thereof:

Failure of the Open Access User to pay an Invoice:

(a) In the event of the failure by the Open Access User to pay an Invoice or a part thereof, APSPDCL shall issue a notice to such Open Access User ("Default Notice"), specifying that the Open Access User has defaulted in its payment obligations towards APTRANSCO / APSPDCL and that it shall be afforded an opportunity to pay the unpaid Invoice amount, with interest thereon as per the APSPDCL's General Terms and Conditions of Supply, within fifteen days from the date of intimation. If the Open Access User does not comply with the terms of the Default Notice, APTRANSCO and / or APSPDCL shall be entitled to disconnect the installation of the User without further notice and APTRANSCO / APSPDCL shall have the right to terminate the Agreement after three (3) consecutive months of such disconnection by issuing one month's notice to the Open Access User.

Provided that the Open Access User shall not, on the basis of any alleged dispute or difference regarding the Invoice or any part thereof, refuse to pay and / or keep outstanding any amount payable under the Invoice. In the event of dispute or difference regarding the Invoice or any portion thereof, the same shall be resolved in a manner provided under Article 12 herein, subject to the Open Access User *first* paying the entire outstanding without prejudice to the right of the Open Access User to seek adjustment in future Invoice(s), adjusted together with interest and bank rate change, in the event the dispute or difference is finally resolved in favour of the Open Access User.

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T. Harathik
Director

Failure of the User to adhere to the prescribed technical requirements:

(b) In the event of failure of the Open Access User to comply with any prescribed technical requirements, which adversely affects the power quality or security of the grid, performance or management of grid assets, APTRANSCO and / or APDISCOMs shall be entitled to issue appropriate advice to de-energise the connection granted to the Open Access User forthwith, in accordance with the Clause 20 of the Regulation and the procedures outlined in the AP Grid Code or Distribution Code or the APDISCOM's General Terms and Conditions of Supply.

8.2 In the event of any other type of breach other than those mentioned in Articles 8.1(a), 8.1(b), 2.6 & 2.7, by any of the parties involved, the following terms will apply:

(a). In the event, APTRANSCO and/or APSPDCL commits a breach of any terms of Agreement, the Open Access User shall be entitled to specific performance of this Agreement or claim such damages as would be available under Law or both, at its option, by giving 30 days' notice to APTRANSCO.

(b) In the event, Open Access User commits a breach of any terms of Agreement, the APTRANSCO and/or APSPDCL shall be entitled to specific performance of this Agreement or claim such damages as would be available under Law or both, as its option, by giving 30 days' notice to Open Access User.

(c) 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 claim damages at its option.

Article 9: ASSIGNMENT

The Open Access User shall not assign, sell, convey or otherwise transfer this Agreement, or any of its rights or obligations thereunder, without prior express written consent of the APTRANSCO and/or APSPDCL. In case this agreement is assigned, it shall be only for the purpose of title transfer and not for the purpose of

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trade. The assignee or other transferee shall assume all duties and obligations arising from and after the time of the consent to transfer by APTRANSCO and / or APSPDCL, but such assignment or transfer shall not release the assigning or transferring Open Access User from its duties and obligations unless specifically provided in the written consent and in the assignment, conveyance or transfer document. All duties and obligations arising prior to the assignment or transfer shall remain the duties and obligations of the assignor unless all the Parties specifically agree otherwise.

Article 10: NOTICES

10.1 All notices, billings, payments and other communications shall be given in writing and sent by mail, postage prepaid, signed by (or by some person duly authorized by) the person giving it and may be served by leaving it or sending it by facsimile, prepaid recorded delivery as registered post, addressed as follows (or to such other address as shall have been duly notified in accordance with this Article):

If to **M/s Guntur Spinning Mills (P) Ltd**

D.No.491,492/2 Behind Hyma Hotel,
NH-5 Obulnaidupalem, Guntur(Rural),
Andhra Pradesh – 522 005

If to **APTRANSCO**

Chief General Manager (HRD& Plg) / FA&CCA(R&E)
D.No.48-124/1, Vidyut Soudha , APTRANSCO,
Vijayawada – 520 004

If to **APSPDCL**

Chief General Manager (Projects & IPC) / Chief General Manager (Finance) APSPDCL, Raghavendra Nagar, Kesavayanagunta, Tiruchanoor Road, Tirupati, Andhra Pradesh.

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10.2 All notices given in accordance with this Agreement shall be deemed to have been served as follows:

(a) If delivered by hand, at the time of delivery:

(b) If posted, at the expiration of six (6) days after the envelope containing the same was delivered into the custody of the postal authorities:

(c) If communicated by facsimile, on receipt of confirmation of successful transmission.

Article 11: GOVERNING LAW & JURISDICTION

11.1 This Agreement and its substantive provisions shall be governed by, interpreted and construed in accordance with the laws of India.

11.2 The Courts situated in the State of Andhra Pradesh alone will have jurisdiction to decide any matter arising from this Agreement.

Article 12: DISPUTE RESOLUTION

12.1 Parties shall settle every Dispute between them in accordance with, first, Article 12.2 and then Article 12.3, subject to the limitation set forth in Article 12.4.

12.2 Consultation

Notwithstanding anything contained to the contrary in this Agreement, Parties shall first attempt to settle every Dispute amicably between themselves by reference to their senior management who shall consult with each other for a period of thirty (30) Days to resolve the Dispute.

Any resolution arising from such consultation process described in Article 12.2 shall be binding upon the Parties. To this end, the Parties shall separately enter in to a legally binding and enforceable agreement setting forth the principles pertaining to the resolution of the Dispute in writing.

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12.3 Reference to forum for redressal of consumer grievances

Where any Dispute is not resolved as provided for in Article 12.2 within thirty (30) Days of reference for consultation, the provisions contained in this Article 12.4 shall apply.

12.4 If neither of the disputing parties is the Nodal Agency, then the dispute would be first referred to the Nodal Agency for resolution.

Provided, if the dispute involves Nodal Agency itself, the said dispute may be referred to Forum for Redressal of Consumer Grievances set up under Regulation No.1 of 2004 by APERC, for resolution. Any resolution award granted shall be final and binding on the Parties and shall be enforceable in the court of competent jurisdiction.

Provided further that in case of wheeling of power from the captive generating plants, any disputes regarding the availability of transmission facility shall be adjudicated upon by the Commission.

Article 13: FORCE MAJEURE

13.1 Events such as war, mutiny, civil commotion, riot, flood, cyclone, lighting, earthquake or other force and strike, lockout, fire affecting the premises, installations and activities of any of the parties herein shall constitute force majeure events for the purpose of this Agreement.

13.2 If any person being party to this Agreement is unable to, wholly or in part, perform on time and as required, any obligation under such open access agreement or the Regulation because of the occurrence of a force majeure event, then, subject to this Agreement, that obligation shall be treated as suspended to the extent and for so long as the affected person's ability to perform such obligations remains affected by that force majeure event.

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Article 14: UNDERTAKINGS

14.1 Quality of Supply: The APTRANSCO and APSPDCL shall endeavor to ensure compliance with Grid Code wherever applicable. The APSPDCL shall also comply with the quality of supply standards as prescribed under the Andhra Pradesh Electricity Regulatory Commission (Licensees' Standards of Performance) Regulation, 2004 (No. 7 of 2004) in respect of all Open Access Users of its network.

14.2 Energy and Demand Balancing: Open Access User shall make reasonable endeavor to ensure that his actual demand or actual sent-out capacity, as the case may be, at an inter-connection does not exceed the Contracted Maximum Demand or allocated sent-out capacity for that inter-connection:

Provided that for carrying out balancing and settlement of energy and demand at all entry and exit points relating to open access agreements, the APTRANSCO and APSPDCL and Open Access Users shall strictly adhere to the Balancing and Settlement Code approved by the Commission, as amended form time to time.

Article 15: MODIFICATION

15.1 Amendments

The provisions under the Act, Open Access Regulations, rules and amendments made there under, including, charges, etc shall guide this Agreement. The Parties hereby unconditionally consent to execute necessary amendments to this Agreement to bring into effect any amendments to the Act, rules and regulations made there under.

15.2 No waiver

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.

No oral or written modification of this Agreement either or after its execution shall be of any force or effect unless such modification is in writing and signed by the duly authorised representatives of the Open Access User, APTRANSCO and the APSPDCL.

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The invalidity or un-enforceability 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.

The failure of any party to insist in one more instance upon the strict performance of any of the provisions of this Agreement or to take advantage of any 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.

15.3 Entirety of Agreement

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.

This Agreement, including Appendices (Schedule-I & II) 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.

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.

15.4 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.

This Agreement is made in original in three sets and each original set is retained by the respective parties.

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For Guntur Spinning Mills (P) Ltd

Director

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement on the day first above written.

For and on behalf of

TRANSMISSION CORPORATION OF ANDHRA PRADESH LIMITED

Chief General Manager / HRD & Planning

Name: Ch. V. S. SUBBA RAO

Date:

CHIEF GENERAL MANAGER
HRD & Planning
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WITNESS

1. _____(Name & Designation) _____

2. _____(Name & Designation) _____

For and on behalf of

SOUTHERN POWR DISTRIBUTION COMPANY OF ANDHRA PRADESH LIMITED

Chief General Manager / Projects & IPC

Name: K. SANTOSHA RAO

Date: 17-12-2018

CHIEF GENERAL MANAGER
PROJECTS & IPC, APSPDCL
TIRUPATI

WITNESS

1. _____(Name & Designation) _____

2. _____(Name & Designation) _____

For and on behalf of

M/s Guntur Spinning Mills (P) Ltd

Authorized Signatory

Name: KARTHIK Telaprolu

Date: 17-12-2018

GUNTUR SPINNING MILLS PVT. LTD. GUNTUR

WITNESS

1. _____(Name & Designation) _____

2. _____(Name & Designation) _____

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SCHEDULE – I

(Please see Article 2.7 of Agreement)

Long term Open Access usage shall be from 18.12.2018 to 27.08.2043 in the manner as follows: as per the approval No. APTRANSCO/ 08 /2018-19, Dt. 13.12.2018.

Entry Point (Injection Utility)

Name: M/s Guntur Spinning Mills (P) Ltd, (HTSC NO.KNL-820).

Location: Molagavalli(V), Alur (M), Kurnool (Dist) APSPDCL area.

Point of injection: 33/220KV Molagavalli Pooling SS, APTRANSCO

Region: APTRANSCO, Kurnool

Contracted Capacity (KW/ MW/KVA): 2 MW

Voltage Level (KV): 220 KV.

Exit Point (Drawee Utility)

Name: M/s Guntur Spinning Mills (P) Ltd, (HTSC No. GNT- 777).

Location: Obulanaidu Palem(V), Guntur (Dist).

Point of drawal: 132/33 KV Nallapadu SS, Guntur Dist, APSPDCL.

CMD : 2940 KVA

OA Capacity : 0.47 MW

Region: Operation Circle, Guntur, APSPDCL

Voltage Level (KV): 33 KV.

Note: - The date of completion of the usage mentioned above shall be subject to provision of Articles 3.3 and 3.4 of the agreement.

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SCHEDULE – II

(Please see Articles 5.7 & 5.9 of Agreement)

Terms for Letter of Credit

1. The Letter of Credit is irrevocable, revolving and shall revolve automatically immediately after release of payment to the APSPDCL (Invoicing Agency) as per the payment schedule through this LC up to a limit of Rs. 6,97,000/-
2. The Letter of Credit will be operated after the expiry of the due date of payment as indicated in the "Schedule of Payments" enclosed with the approval issued to the Open Access User by the APTRANSCO (Nodal Agency).
3. The Letter of Credit shall remain valid up to 27.09.2043 i.e., (Up to one month after the expiry of transaction).
4. The total value of the letter of credit would be Rs. 6,97,000/-
5. All charges relating to opening, advising, confirmation, amendment, re-coupment, operation, usage, negotiation, remittance etc., or any other charges would be borne by Open Access User.
6. The amount would be paid immediately by the Bank once Letter of Credit is operated by the authorized officer of the APSPDCL (Invoicing Agency).

List of Documents:

1. The copy of the application for grant of Open Access User.
2. The copy of the approval issued by the APTRANSCO (Nodal Agency) for Open Access indicating:
   a. Reserved / Allotted capacity for the Open Access User.
   b. Period of Transmission.
   c. Schedule of Payments.
3. Specimen Signature of the Officer of the APSPDCL (Invoicing Agency) authorized to operate the Letter of Credit.

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