

GOVERNMENT OF ANDHRA PRADESH  
ABSTRACT

Energy Department – Andhra Pradesh Integrated Clean Energy Policy -  
2024 - Orders Issued – Operational Guidelines - Issued.

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ENERGY (POWER.II) DEPARTMENT

G.O.Ms.No.26

Dated:28.02.2025

Read the following:-

1. G.O.Ms.No.37, dt. 30.10.2024 of Energy (Power.II) Department.
2. From the VC&MD, NREDCAP, Tadepalli, Guntur District, Letter No. NREDCAP/APICE Policy/Operational guidelines/2024, Dt:27.12.2024.

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**ORDER:-**

In the G.O.1st read above, Government have issued orders introduced the new Andhra Pradesh Integrated Clean Energy Policy, 2024 for promotion of Renewable Energy Projects in the State.

2. In the reference 2nd read above, the Vice-Chairman & Managing Director, NREDCAP, Tadepalli, Guntur District has prepared the operational guidelines in consultation with stakeholders for this Policy.

3. Government after careful examination of the proposal of the VC & MD, NREDCAP, Tadepalli, Guntur District hereby accord approval of the operational guidelines for the instant Policy i.e Andhra Pradesh Integrated Clean Energy Policy, 2024 as appended to these orders.

4. The Vice-Chairman & Managing Director, NREDCAP, Tadepalli, Guntur District shall take necessary action accordingly.

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)

K.VIJAYANAND  
SPECIAL CHIEF SECRETARY TO GOVERNMENT (FAC)

To

The VC & Managing Director, NREDCAP, Tadepalli.

The Chairman & Managing Director, APTRANSCO, Vidyuth Soudha,  
Vijayawada.

The Managing Director, Andhra Pradesh Power Generation Corporation Ltd.,  
Vijayawada.

The Chairman & Managing Director, Andhra Pradesh Solar Power  
Corporation Ltd., Tadepalli, Guntur District.

The Chairman & Managing Director, APSPDCL, Tirupati.

(P.T.O)

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The Chairman & Managing Director, APCPDCL, Vijayawada.  
The Chairman & Managing Director, APEPDCL, Visakhapatnam.  
The Special Chief Secretary to Government, Revenue Department.  
The Special Chief Secretary to Government, Finance Department.  
The Special Chief Secretary, Industries & Commerce Department.  
The Special Chief Secretary to Government, EFS& TD Department.  
The Principal Secretary to Government, Water Resources Department.  
The Chief Commissioner of Land Administration, APIIC Towers, Mangalagiri.

**Copy to**

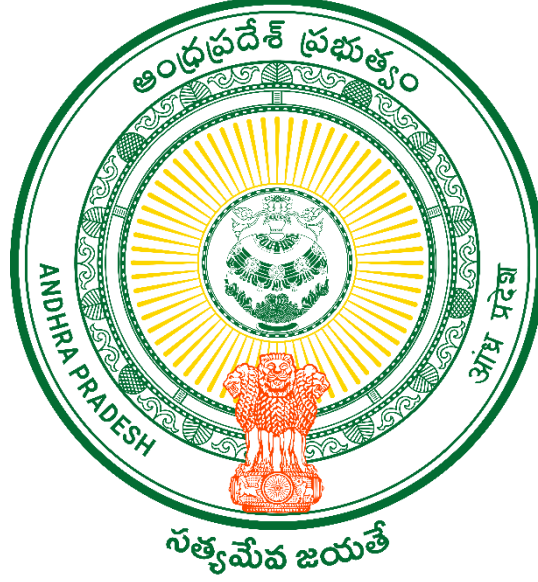
The Commissioner of Industries Department, Vijayawada.  
The P.S to Secretary to Chief Minister.  
The P.S.,to Minister for Energy.  
The P.S to Chief Secretary to Govt.  
The P.S.,to the Special Chief Secretary to Government, Energy Department.  
The Secretary, Ministry of New & Renewable Energy (MNRE), GoI,  
New Delhi.  
The Secretary, Ministry of Power, GoI, New Delhi.  
G.A(Cabinet)Dept.,  
SF/SCs (2574894).

//FORWARDED BY :: ORDER//

*R. Vijay Kumar*  
SECTION OFFICER

# Annexure

(Annexure to G.O.Ms.No.26, Energy (Power-II) Department,  
Dt.28.02.2025)



Operational Guidelines  
Integrated Clean Energy (ICE) Policy, 2024

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## 1. Glossary

Abbreviation	Expansion
<b>AP IDP</b>	Andhra Pradesh Industrial Development Policy
<b>APDISCOMs</b>	Andhra Pradesh Power Distribution Companies
<b>APERC</b>	Andhra Pradesh Electricity Regulatory Commission
<b>APTRANSCO</b>	Transmission Corporation of Andhra Pradesh Limited
<b>BESPA</b>	Battery Energy Storage Purchase Agreement
<b>BESS</b>	Battery Energy Storage System
<b>BG</b>	Bank Guarantee
<b>CBG</b>	Compressed Biogas
<b>CEA</b>	Central Electricity Authority
<b>CFA</b>	Central Financial Assistance
<b>CNG</b>	Compressed Natural Gas
<b>COD</b>	Commercial Operation Date
<b>CPO</b>	Charge Point Operator
<b>CPSU</b>	Central Public Sector Undertaking
<b>CSS</b>	Cross Subsidy Surcharge
<b>CTU</b>	Central Transmission Utility
<b>DC</b>	Direct Current
<b>DER</b>	Distributed Energy Resources
<b>DISCOM</b>	Distribution Company
<b>DPR</b>	Detailed Project Report
<b>DT</b>	Distribution Transformer
<b>EA</b>	Electricity Act
<b>EBP</b>	Ethanol Blended Petrol
<b>EHT</b>	Extra High Tension
<b>EPR</b>	Extended Producer Responsibility
<b>ESS</b>	Energy Storage System
<b>ESY</b>	Ethanol Supply Year

Abbreviation	Expansion
<b>EV</b>	Electric Vehicle
<b>EVCI</b>	Electric Vehicle Charging Infrastructure
<b>EVSE</b>	Electric Vehicle Supply Equipment
<b>FCI</b>	Fixed Capital Investment
<b>FDRE</b>	Firm and Dispatchable RE Power
<b>FPOs</b>	Farmer Producer Organizations
<b>GEOA</b>	Green Energy Open Access
<b>GEDC</b>	Green Energy Development Charges
<b>GH&amp;D</b>	Green Hydrogen and its Derivatives
<b>GHG</b>	Greenhouse Gas
<b>GoAP</b>	Government of Andhra Pradesh or State Government
<b>GoI</b>	Government of India
<b>GW</b>	Giga Watt
<b>HT</b>	High Tension
<b>ICE</b>	Integrated Clean Energy
<b>IDC</b>	Interest During Construction
<b>ISTS</b>	Inter-State Transmission System
<b>KLPD</b>	Kilo Litre Per Day
<b>KTPA</b>	Kilo Tonne Per Annum
<b>LoA</b>	Letter of Award
<b>LT</b>	Low Tension
<b>MD</b>	Managing Director
<b>MLD</b>	Million Litre per Day
<b>MNRE</b>	Ministry of New and Renewable Energy, Government of India
<b>MoEFCC</b>	Ministry of Environment, Forest, and Climate Change, Government of India
<b>MoP</b>	Ministry of Power, Government of India
<b>MTPA</b>	Million Tonne Per Annum
<b>MW</b>	Mega Watt
<b>MW<sub>p</sub></b>	Mega Watt (Peak)
<b>MYT</b>	Multi-Year Tariff

<b>Abbreviation</b>	<b>Expansion</b>
<b>NA</b>	Non-Agricultural
<b>NISE</b>	National Institute of Solar Energy
<b>NIRE</b>	New and Innovative Renewable Energy (RE) Technologies
<b>NIWE</b>	National Institute of Wind Energy
<b>NOC</b>	No Objection Certificate
<b>NREDCAP</b>	New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.
<b>OA</b>	Open Access
<b>OMCs</b>	Oil Marketing Companies
<b>PCS</b>	Public Charging Station
<b>PMU</b>	Project Management Unit
<b>PoC</b>	Point of Contact
<b>PPA</b>	Power Purchase Agreement
<b>PSA</b>	Power Supply Agreement
<b>PSP</b>	Pumped Storage Project
<b>PSU</b>	Public Sector Utility
<b>R&amp;C</b>	Restriction and Control
<b>RE</b>	Renewable Energy
<b>REC</b>	Renewable Energy Certificate
<b>REZ</b>	Renewable Economic Zone(s)
<b>REMZ</b>	Renewable Energy Manufacturing Zone
<b>RPPO/RPO</b>	Renewable Power Purchase Obligation/Renewable Purchase Obligation
<b>RTC</b>	Round The Clock
<b>SAF</b>	Sustainable Aviation Fuel
<b>SATAT</b>	Sustainable Alternative Towards Affordable Transportation
<b>SC</b>	Scheduled Caste
<b>SECI</b>	Solar Energy Corporation of India
<b>SGST</b>	State Goods and Services Tax
<b>SHGs</b>	Self Help Groups
<b>SIPB</b>	State Investment Promotion Board



Abbreviation	Expansion
<b>SIPC</b>	State Investment Promotion Committee
<b>SLDC</b>	State Load Despatch Center
<b>SNA</b>	State Nodal Agency
<b>SPSU</b>	State Public Sector Undertaking
<b>SRTPVS</b>	Solar Rooftop Photovoltaic System
<b>ST</b>	Scheduled Tribes
<b>STU</b>	State Transmission Utility
<b>ToD</b>	Time of Day
<b>TPD</b>	Tonnes Per Day
<b>UNFCC</b>	United Nations Framework Convention on Climate Change
<b>VC</b>	Vice Chairman
<b>VLE</b>	Village-level Entrepreneurs
<b>VNM</b>	Virtual Net Metering
<b>WEG</b>	Wind Energy Generators
<b>ZLD</b>	Zero Liquid Discharge

## 2. Definitions

The terms used in this Policy, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them in the Electricity Act, 2003 and the rules or regulations framed there under, including those issued/framed by the Appropriate Commission (as defined hereunder), as amended, or re-enacted from time to time.

**Advanced Biofuels** means

1. Produced from lignocelluloses feedstocks (i.e., agricultural and forestry residues, e.g., rice & wheat straw/corn cobs & Stover/ bagasse, woody biomass), non-food energy crops (i.e., grass, algae), animal dung or industrial waste and residue streams, or any combination of above feedstock.
2. Having low CO<sub>2</sub> emission or high GHG reduction and do not compete with food crops for land use. Fuels such as Second Generation (2G) Ethanol, non-edible tree borne oils, short gestation non-edible oil rich crops; green diesel from renewable sources and Industrial waste, bio fuels produced from synthesis (syn) gas, drop-in fuels from renewable sources and industrial waste, algae based 3G bio fuels, halophytes-based bio-fuels, bio-CNG, bio-methanol derived from black liquor and paper pulp, Di Methyl Ether (DME) derived from bio-methanol, bio-hydrogen, drop-in-fuels from MSW resource/feedstock material.

**Aggregator(s)** or Distributed Energy Resources (DER) Aggregators is an entity registered/ appointed with/by the distribution licensee to provide aggregation of one or more services like demand response services under the demand response mechanism, Distributed Generation, Energy Storage, etc., within a control area. The aggregators shall support the DISCOM in implementation of Distributed Generation like Solar Rooftop projects for residential & subsidized aggregation of consumers, empaneling vendors, construction of systems, disbursement of subsidies of GoI, etc.

**Aggregator Fee** is a fee collected from the DISCOM for the activities that were undertaken by Aggregator.

**Ancillary Service or “AS”** in relation to power system operation, means the service necessary to support the grid operation in maintaining power quality, reliability and security of the grid and includes Primary Reserve Ancillary Service, Secondary Reserve Ancillary Service, Tertiary Reserve Ancillary Service, active power support for load following, reactive power support, black start, and such other services as defined in the Indian Grid Code/ AP Grid Code.

**Andhra Pradesh Integrated Clean Energy (ICE) Policy, 2024** means, the policy of state incentives/facilities announced by the state government vide G.O.Ms.No.37, Energy (Power – II)

department, dated 30.10.2024 and amendments thereof, covering all the sectors mentioned in the policy, hereinafter referred as “AP ICE Policy 2024”.

**Banking** means a facility through which the unutilized portion of energy (underutilization by the consumer or excess generation over and above the schedule by the generator) from any of the Green Energy Sources during a billing month is kept in a separate account and such energy accrued shall be treated in accordance with the conditions laid down in the Andhra Pradesh Electricity Regulatory Commission (Green Energy Open Access, Charges, and Banking) Regulation, 2024 (Regulation No 3 of 2024) as amended from time to time.

**Battery Energy Storage Systems or “BESS”** shall mean the system(s)/projects utilizing methods and technologies such as electrochemical batteries (Lead Acid, Li-ion, solid state batteries, flow batteries, etc.), providing a facility that can store chemical energy and deliver the stored energy in the form of electricity, including but not limited to ancillary facilities (grid support, for example). Such systems may be co-located with RE Generating Stations or may be operated/ connected on standalone basis at Grid substation or Distribution substation.

**Billing Cycle** means the period for which the regular electricity bills are prepared for different categories of consumers by the Distribution licensee as specified by the Commission.

**Bio-CNG** means purified form of Biogas whose composition & energy potential is similar to that of fossil based natural gas and is produced from press mud, agricultural residues, animal dung, food waste, MSW, Sewage water, and industrial waste.

**Bioethanol** means ethanol produced from biomass such as broken rice, wheat, sugar containing materials, like sugar cane, sugar beet, sweet sorghum etc.; starch containing materials such as corn, cassava, rotten potatoes, agrifood/pulp industry waste, algae etc.; and cellulosic materials such as bagasse, wood waste, agricultural and forestry residues or other renewable resources like industrial waste, vegetable wastes, industrial waste off gases or any combination of above feedstock.

**Biofuels** means fuels produced from renewable resources and used in place of or blended with diesel, petrol, Natural Gas or other fossil fuels for transport (including Sustainable Aviation Fuel), stationary, portable, and other applications.

**Captive generating plant** means a power plant as defined u/s 2 (8) and shall comply with qualifications prescribed under Rule 3 of the Electricity Rules notified by Central Government u/s 3 of Act as amended from time to time.

**Charge Point Developer (CPD)** means any individual/entity who can undertake Supply, Installation, Commissioning, Operation & Maintenance of electric vehicle charging stations.

**Charge Point Operator (CPO)** means any individual/entity operating the EV Charging Station.

**Clean Energy Project(s)** means and includes projects which generate electricity using renewable and sustainable sources, aiming to minimize environmental impact and reduce dependence on fossil fuels as approved by the Ministry of New & Renewable Energy, Government of India. These projects include Solar, Wind, Wind-SolarHybrid, PSP, Mini and Small Hydro, BESS, Green Hydrogen & its derivatives, Biofuels, and EVCI.

**Commencement of Project Timeline (T0)** shall refer to the date on which the Allotment Letter or Letter of Award (LoA) is issued to the Developer for Clean Energy/ RE Manufacturing Projects. This date shall be deemed as "T0" and shall constitute the official start date for all Project-related activities, milestones, and deadlines.

**Commercial Operation Date (COD)** for the purposes of this policy, shall refer to actual time/ period, a project is completed after achieving all the defined milestones and begins commercial operations for Clean Energy Projects (Solar, Wind, Wind-Solar Hybrid, Mini and Small Hydro, PSP, BESS, EVCI).

**Date of Commencement of Commercial Production (DCP)** for the purposes of this policy, shall refer to actual time/ period of commercial production for RE Manufacturing Projects (Solar, Wind, Battery, Electrolyzer) and for Green Hydrogen & its derivatives, and Biofuels Projects.

**Dedicated feeder (line)** means any electric supply-line for point-to-point transmission which are required for the purpose of connecting electric plants of a captive generating plant, cogeneration plant or renewable energy source power plant such as Solar, Wind, Small Hydro, Biomass, and Municipal Solid Waste to AP TRANSCO/DISCOM substations.

**Desalination Plant** is a facility that converts saline water into fresh water to be used in the production of Green Hydrogen & its derivatives or for any use in industrial processes.

**Direct employment** Jobs, which are directly involved in the development, construction, operation, and maintenance of these Clean Energy Projects and RE Manufacturing Projects as per AP ICE Policy 2024. Such employment shall include on-roll, contractual and apprentice workforce in the State only.

**Employment/workers:** Average number of employees during claim period of 6 months as per employee register maintained in line with Labour laws including those employed through contractors and is registered under Provident Fund Act, which has to be certified by the Labour Department.

**Drop-in fuels** mean any liquid fuel produced from Biomass, Agri-residues, wastes such as Municipal Solid Wastes (MSW), Plastic wastes, Industrial wastes, etc., which meets the Indian standards for MS, HSD and Jet fuel, in pure or blended form, for its subsequent utilization in vehicles without any modifications in the engine systems and can utilize existing petroleum distribution system.

**Electric Vehicle** means a vehicle that can be powered by an electric motor that draws electricity from a battery and is capable of being charged from an external source. This may include electric two-wheeler, three-wheeler, quadricycle, four-wheeler, bus, trucks, etc.

**Electric Vehicle Charging Infrastructure (EVCI)** is a network of charging stations catering to diverse charging requirement and includes components such as EVSE, connection to DISCOM's supply system, Power Management System for energy optimization, energy distribution, grid stability and renewables integration, Communication network to assist data exchange in real time and remotely manage EV charging stations, cables, connectors, RFID tags, software applications, circuit breakers, solar panels (if connected, civil work, smart meter, transformer, etc.)

**Electric Vehicle Supply Equipment (EVSE)** means an equipment in Electric Vehicle Charging Infrastructure (EVCI) that supplies electrical energy for recharging the battery of electric vehicles.

**Electric Vehicle Charging Station:** Premises having any one or more EVSEs or combination thereof, supporting upstream infrastructure and amenities as specified in subsequent sections of these guidelines.

**Electrolyzer:** a system or device that uses electricity to split water molecules into hydrogen and oxygen, thereby producing hydrogen with zero emissions.

**Eligible Unit** means the Clean Energy Projects and RE Manufacturing Projects approved by GoAP and fulfilling all the conditions as per AP ICE Policy 2024.

**Financial year** means a period commencing on 1<sup>st</sup> April of a calendar year and ending on 31<sup>st</sup> March of the subsequent calendar year.

**Fixed Capital Investment (FCI)** for the computation of capital subsidy shall exclude any expenditure pertaining to land, Interest During Construction (IDC), financing costs, taxes and duties. FCI includes, but not limited to, the following:

- **Building:** Expenditure on construction of factory buildings, administrative buildings, and other structures.



- **Plant and Machinery:** Cost of new plant and machinery including utilities (water and power supply infrastructure, waste management systems and any other associated infrastructure including ZLD), including installation and commissioning.
- **Technology and Project management:** Expenditure on technology acquisition and any engineering services including project management.

**Firm and Dispatchable RE Power:** The term 'firm and dispatchable power' denotes, the power profile configuration that is defined in the RfS that is sought to be met by RE power sources and shall include configurations like assured peak power, Round the Clock RE with firm delivery of power at rated capacity at any hour of the day as per demand or load following power delivery as specified by DISCOM, Clean Energy Project with firm delivery of power for fixed hours of requirement by DISCOMs, etc.

**Force Majeure** means any event or circumstance which is beyond the reasonable direct or indirect control and without the fault or negligence of the Clean Energy Producer or Developer and which results in Clean Energy Producer's/Developer's inability, notwithstanding its reasonable best efforts, to perform its obligations in whole or in part and may include rebellion, mutiny, civil unrest, riot, strike, fire, explosion, flood, cyclone, lightning, earthquake, act of foreign enemy, war or other forces, theft, burglary, ionizing radiation or contamination, Government action, inaction or restrictions, accidents or an act of God or other similar causes;

**Fuel Cell:** A fuel cell is an electrochemical cell that converts the chemical energy of a fuel and an oxidizing agent (often oxygen) into electricity through a pair of redox reactions.

**Green Hydrogen& its derivatives** shall be Green Hydrogen, Green Ammonia, and Green Methanol or any fuel derived from Green Hydrogen, which are produced by the process of electrolysis using renewable energy and by conversion of Biomass using pyrolysis of biogas or other biomass products. Renewable energy also includes such electricity generated from renewable sources which is stored in an energy storage system or banked with the grid in accordance with applicable regulations.

**Gross Metering** means a mechanism whereby the total energy exported from the Grid Interactive Solar Rooftop Photovoltaic System and the total energy consumed by the prosumer from the DISCOM is measured separately through appropriate metering arrangements and for the billing purpose, the energy consumed by the prosumer is accounted for at the applicable retail tariff as per the Tariff Order and total energy exported to the DISCOM is accounted for at feed-in-tariff as fixed by the Commission.

**Implementation Agreement** means the agreement signed between SNA and the Developer for Clean Energy Project implementation(i.e. for Solar, Wind, Wind-Solar Hybrid, Mini and Small Hydro, PSP projects).

**Infrastructure Sector** means such sectors notified by Department of Economic Affairs in its Gazette Notification no. 13/1/2017-INF dated 14<sup>th</sup> November 2017 and as amended from time to time.

**Interconnection Point** means the interface of the Clean Energy Project with the network of distribution licensee/ STU/ CTU.

**Letter of Award (LoA)** refers to a formal document issued in the form of NREDCAP proceeding (if the Project capacity is upto 40 MW/ 40 MW<sub>p</sub>) or G.O. issued by GoAP (if the Project Capacity is more than 40MW/ 40 MW<sub>p</sub>).

**Net Zero** means cutting GHG emissions to as close to zero as possible, with any remaining emissions re-absorbed from the atmosphere by oceans and forests, for instance.

**Open Access** means the non-discriminatory provision for the use of transmission lines or distribution systems or associated facilities with such lines or systems by any licensee or consumer or a person engaged in generation in accordance with the Regulations issued by the Andhra Pradesh Electricity Regulatory Commission.

**Power Evacuation** means a facility that allows generated power to be immediately transmitted from a generating plant to the grid for further transmission/distribution to load centers.

**Project Developer / Developer** is a company responsible for managing the development of Clean Energy Project(s) or RE Manufacturing Project(s) or Solar Park or REZ or REMZ from inception to completion and also manages the operations of such projects.

**Public Charging Station (PCS)** shall mean EV charging station where any electric vehicle can get its battery recharged.

**Renewable Source of Energy** means sources of energy such as solar, wind, small hydro, biomass, biofuel, cogeneration (including bagasse-based cogeneration), Municipal Solid Waste, RE Hybrid, hydro, storage (if the storage uses renewable energy) and such other sources/mechanism as recognized and approved by the GoI or State Government.

**RE Manufacturing Project(s)** refers to industrial undertakings that design, produce, and assemble components, systems, or equipment related to renewable energy technologies, such as: Solar photovoltaic (PV) panels/ modules, Wind turbines and components, Hydroelectric power equipment, Geothermal energy systems, Biomass and bioenergy technologies and Energy storage systems. This

policy covers Solar photovoltaic (PV) panels/ modules, Solar cells (including backward integration), Wind Turbines, battery and electrolyzers manufacturing only.

**Resident Welfare Association (RWA)** means an association comprising of all the property owners/residents within a Co-operative Group Housing Society, Multi Storied Building, Residential Colony, or a similar body registered with the State Government as defined in Electricity (Rights of Consumers) Rules, 2020 as amended from time to time.

**Scheduled COD** refers to the prescribed timeline for achieving the Commercial Operation Date (COD) of a Clean Energy Project without any of the extension period permissible under the policy.

**Scheduled DCP** refers to the prescribed timeline for achieving the commercial production for RE Manufacturing Projects (Solar, Wind, Battery, Electrolyzer), Green Hydrogen & its derivatives, and Biofuels Projects

**Solar Rooftop Photovoltaic Power Plant or Solar Rooftop Photovoltaic System (SRTPVS)** means the Grid Interactive Solar Photovoltaic Power Plant that uses the sunlight for direct conversion into electricity through photovoltaic technology, which is owned and operated by a prosumer(s) with his/her/their own investment/third-party investment installed at his/her/their rooftops or walls or open land/space within their premises or any open land outside the premises of the consumer(s) in case of group and virtual net metering.

**State Nodal Agency (SNA)** means New & Renewable Energy Development Corporation of Andhra Pradesh Ltd (NREDCAP) designated as SNA.

**State Transmission Utility** means the Board, or the Government company specified as such by the State Government under sub-section (1) of section 39 of the Act.

**Virtual Net Metering** means a mechanism whereby total energy exported from the Grid Interactive Solar Photovoltaic system of a group of prosumers/society is exported to the grid through a gross meter. The exported such energy is adjusted in the electricity service connection(s) of the same group or society of consumers/prosumers in proportion to the share in their Grid Interactive Solar Photovoltaic system in units (kWh/kVAh) to arrive at the net imported or exported energy by an individual consumer/prosumer in the Group/Society from/to the Distribution licensee during the applicable billing period/cycle located within the State (irrespective of the Discom/ERO). The net energy imported by the consumer/prosumers is billed by the distribution licensee on the basis of the applicable retail tariff as per the tariff order. The net energy exported by the prosumers is paid by the Distribution Licensee at the Feed-in-Tariff as fixed by the Commission.

Provided that in case consumer/prosumer(s) is/are in the ambit of the Time of Day (ToD) tariff, the share of exported energy of such prosumer(s) under virtual net metering shall be netted off against his/their electricity consumption during off-peak hours.

Provided also that the applicable T&D losses and charges as per this Policy/MYT orders of the Commission applicable for relevant periods from injection point to drawl point shall be deducted while adjusting the generation against the consumption

**Wind-Solar Hybrid Project** means a hybrid project if the rated power capacity of one resource is at least 25% of the rated power capacity of other resource. Further, each 1 (one) MW of contracted Wind Solar Hybrid Project shall achieve a minimum CUF of 40%.

### **3. Introduction**

The Andhra Pradesh Integrated Clean Energy Policy, 2024 (AP ICE Policy 2024) envisions establishing the state as a leader in India's renewable energy transition. With its rich natural resources, including solar, wind, and hydropower potential, Andhra Pradesh is well-positioned to contribute significantly to the country's clean energy goals. This Policy outlines a framework for promoting the development of Clean Energy Projects such as Solar, Wind, Energy Storage, Green Hydrogen & its derivatives, and Biofuels, targeting the creation of a robust and sustainable energy infrastructure. The policy aims to capitalize on these resources to not only meet State's energy needs but also position Andhra Pradesh as the clean energy hub in the country, the first choice for clean energy investments, and to propel Andhra Pradesh as the global hub for the export of Green Hydrogen & its derivatives.

The policy aligns with Nation's objectives to achieve 50% of total power capacity from non-fossil fuel sources by 2030. Through strategic investments in technology, manufacturing, and infrastructure, Andhra Pradesh seeks to attract substantial investments in Clean Energy Projects. The policy supports decentralization, innovation, and sustainable growth, encouraging public-private partnerships (PPP) to create an ecosystem that fosters clean energy entrepreneurship, employment generation, and industrial development.

The operational guidelines provided serve as a detailed roadmap for implementing the policy, covering critical aspects such as approvals, resource allocation, land allotment, incentives, statutory clearances etc. These guidelines are designed to streamline processes, ensure regulatory compliance, and facilitate smooth execution of Clean Energy Projects and RE Manufacturing Projects across the state. Through these measures, Andhra Pradesh aims to become a key contributor to India's energy security and major player in the global clean energymarket.

### **4. Applicability**

- a. These operational guidelines shall apply to all the Clean Energy Projects and RE Manufacturing Projects.
- b. These Operational Guidelines need to be read in conjunction with the AP ICE Policy 2024.
- c. In the event of any conflict or inconsistency between one or more clauses of these Operational Guidelines and AP ICE Policy 2024, the provisions of the Policy shall prevail and supersede the conflicting clauses of these Operational Guidelines.

### **5. Unified/ Single Desk Portal**

- a. NREDCAP shall develop a Unified/Single Desk Portal for granting approvals, allocation of resources and implementation of Clean Energy Projects and RE Manufacturing Projects under AP ICE Policy 2024.



- b. Project Developer(s) shall submit application for resource allocation of proposed Clean Energy Projects and RE Manufacturing Projects through Unified/ Single Desk Portal. The portal shall generate a Unique Project Identification Number, which Developer(s) shall note the same for all future communication and tracking of application until the award.
- c. This portal shall facilitate other departmental approvals, which shall be triggered to the respective GoAP departments for capacity, resources and land allotment, connectivity, open access disbursement of incentives, etc.
- d. NREDCAP shall submit quarterly status reports (No. of applications processed, approvals received, allocation of capacities and resources, land parcels available, total investments, total employment generated) capturing the status of Clean Energy Projects and RE Manufacturing Projects under AP ICE Policy 2024 to the Energy Department/GoAP.

## 6. Resource Allocation

NREDCAP shall be the nodal agency for granting approvals, allocation of resources and implementation of Clean Energy Projects and RE Manufacturing Projects under AP ICE Policy 2024. The project-wise applicable capacity limits and the applicable approving authority are given below:

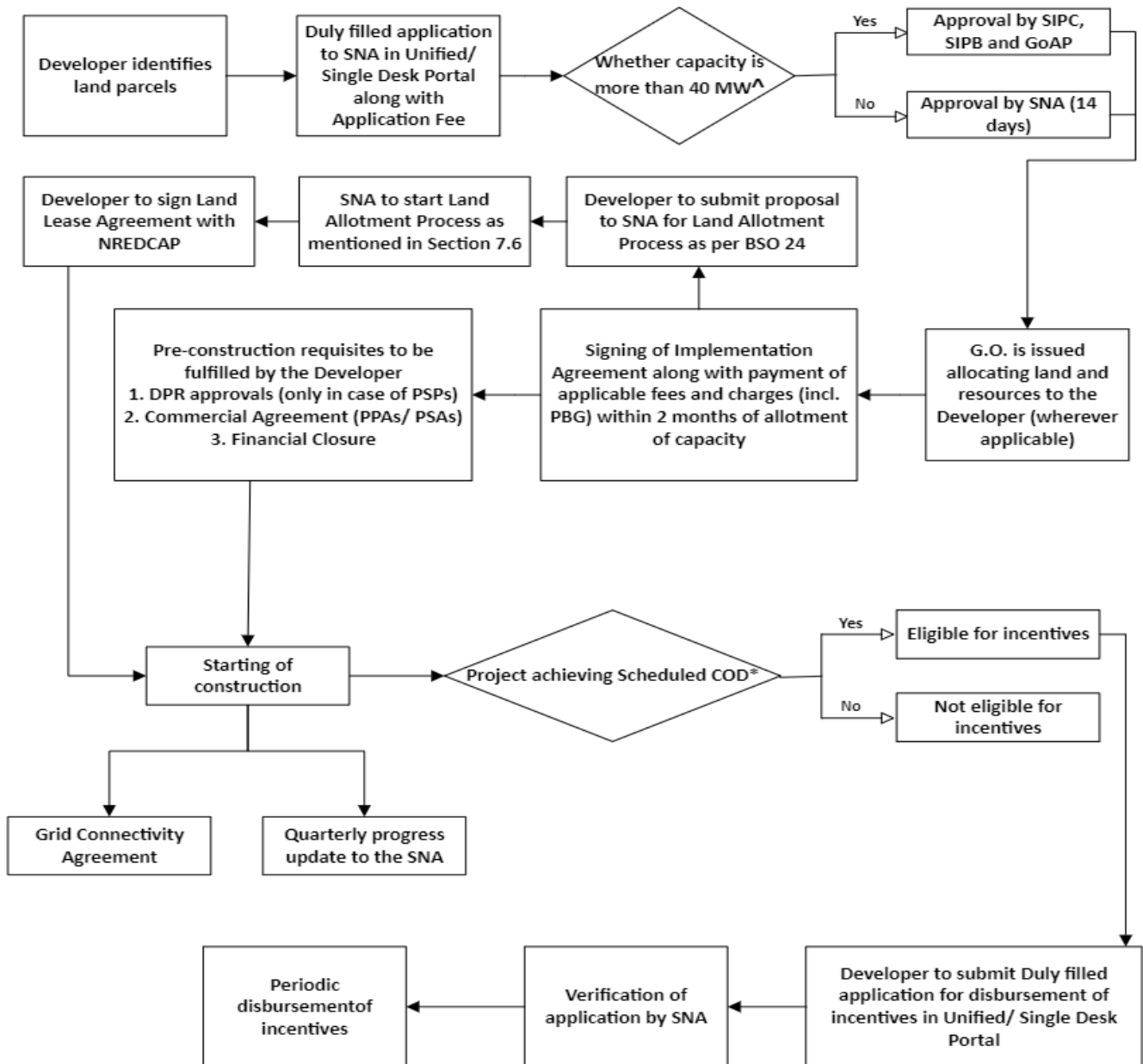
Project Type	Capacity	Approving Authority
<b>Clean Energy Projects</b>		
Solar	Up to 40 MW <sub>p</sub>	NREDCAP
	More than 40 MW <sub>p</sub>	SIPC, SIPB &GoAP
Wind	Up to 40 MW	NREDCAP
	More than 40 MW	SIPC, SIPB &GoAP
Wind - Solar Hybrid	Up to 40 MW*	NREDCAP
	More than 40 MW*	SIPC, SIPB &GoAP
Mini and Small Hydro Projects	Up to 25 MW	NREDCAP
Pumped Storage Projects	All Projects	SIPC, SIPB &GoAP
Battery Energy Storage Systems (BESS)	Small Projects <sup>^</sup>	NREDCAP
	Other than Small Projects	SIPC, SIPB &GoAP
Green Hydrogen & its derivatives	All Projects	SIPC, SIPB &GoAP
Biofuels (CBG and Ethanol)	All Projects	SIPC, SIPB &GoAP
EVCI	PCS of any capacity – Subject to limitation of numbers as mentioned in Section 6.3 Clause (e)	NREDCAP
	PCS of any capacity – Number of PCS exceeds limits mentioned in Section 6.3 Clause (e)	SIPC, SIPB &GoAP
<b>RE Manufacturing Projects</b>		
Solar	All Projects	SIPC, SIPB &GoAP
Wind	All Projects	SIPC, SIPB &GoAP
Battery	All Projects	SIPC, SIPB &GoAP
Electrolyzer	All Projects	SIPC, SIPB &GoAP
<b>Other Categories</b>		
Solar Parks by State Entities (Other than APSPCL)	0.5 GW or above	SIPC, SIPB &GoAP
Private Solar Parks	0.5 GW or above	SIPC, SIPB &GoAP
Renewable Economic Zones (REZ)	All Projects	SIPC, SIPB &GoAP
New and Innovative RE (NIRE) Technologies	All Projects	SIPC, SIPB &GoAP
RE Manufacturing Zones (REMZs)	All Projects	SIPC, SIPB &GoAP

<sup>^</sup> BESS Projects with CAPEX not exceeding INR 100 Crores

\* Contracted capacity applied for Connectivity/OA for Wind-Solar Hybrid Projects

## 6.1. Workflow of Clean Energy Project(s) and RE Manufacturing Project(s)

### a. Clean Energy Project(s) (other than EVCI, BESS, Green Hydrogen & its derivatives, and Biofuels):

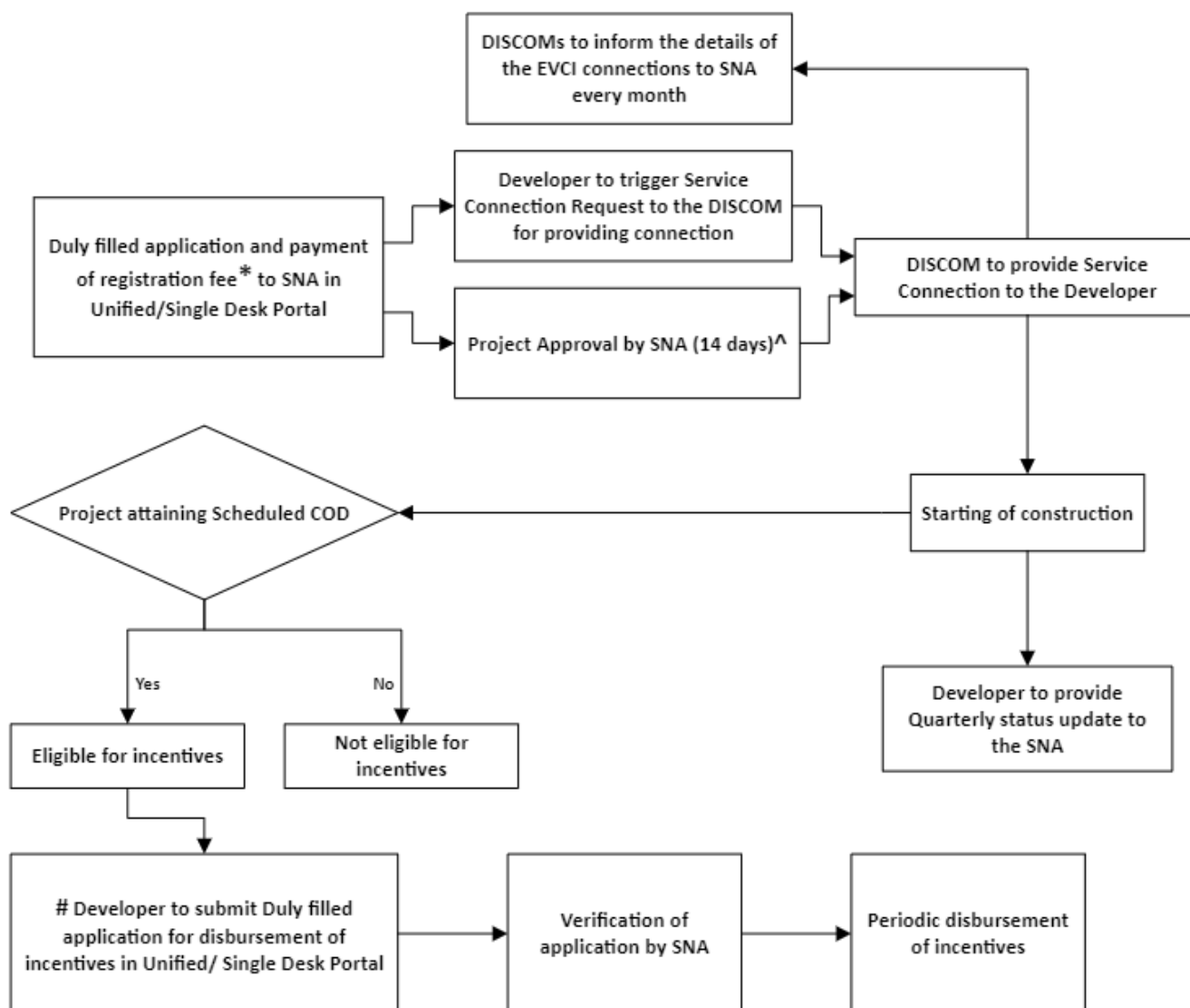


\* or COD after availing timeline extension during Allotment phase and/or Project Construction phase without any further delay

<sup>^</sup> 40 MW<sub>p</sub> in case for Solar Power Projects

## b. Electric Vehicle Charging Infrastructure (EVCI):

The below provided process is applicable for Developers other than tender route#:



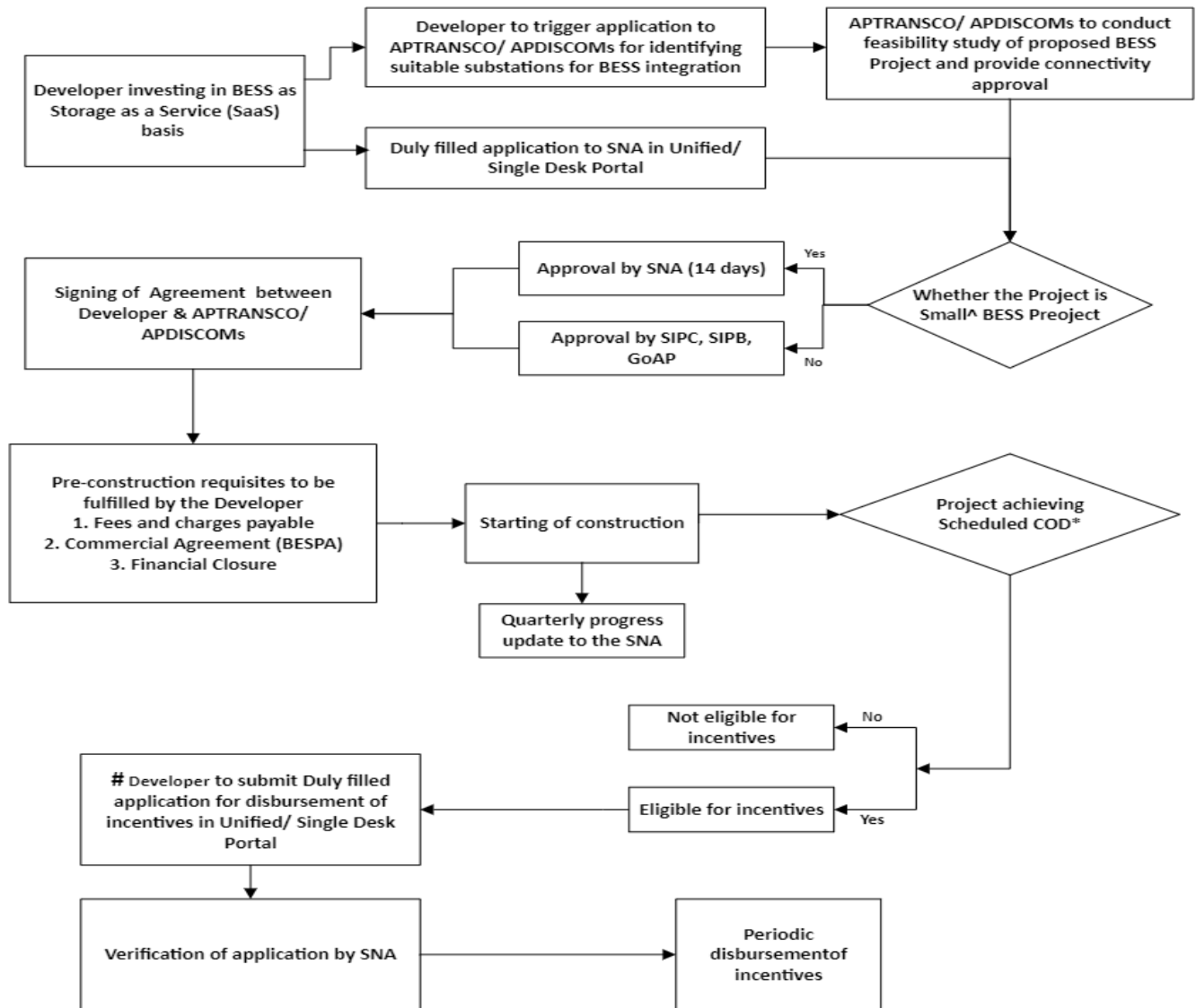
\*Details of registration and renewal fee has been provided in Annexure –16.20

#Developers setting up projects within the State through tender route during the Policy period, may avail incentives by submitting a duly completed application to SNA in Unified/ Single Desk Portal. Provided that the Developer adheres to the timelines specified in the tender document and successfully achieves COD within the stipulated period.

^ SNA shall conduct a comprehensive review of the application to ascertain whether the proposed project meets the criteria for a Public Charging Station (PCS) in accordance with the Guidelines for Installation and Operation of Electric Vehicle Charging Infrastructure-2024 issued by the Ministry of Power (MoP) on 17.09.2024, including any subsequent amendments. It is important to note that all incentives under this policy are exclusively available to PCS and do not extend to private charging stations.

### c. Battery Energy Storage System<sup>^</sup> (BESS):

The below provided process is applicable for Developers setting up projects not through tender route<sup>#</sup>:



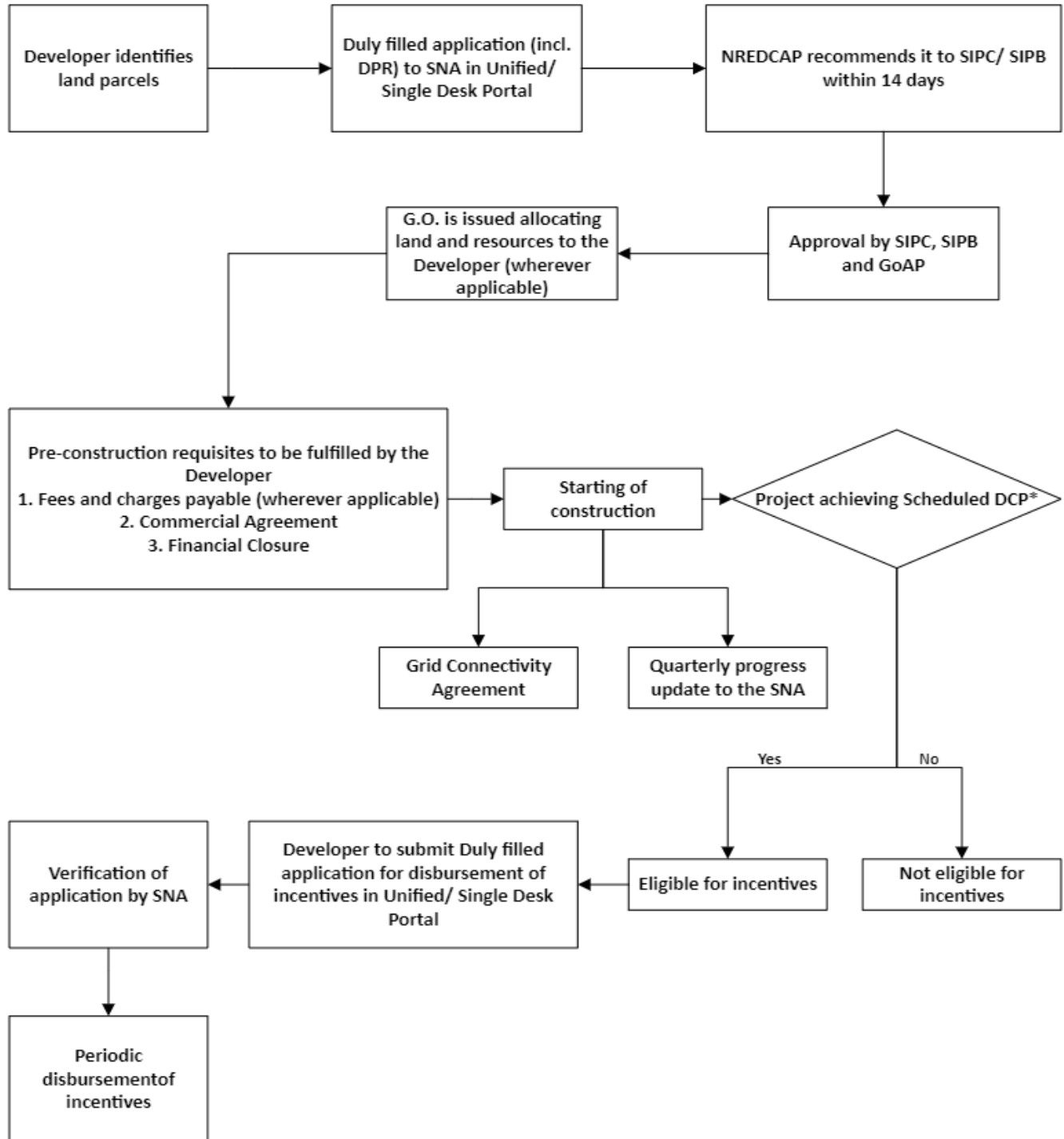
<sup>^</sup> Small BESS Projects means BESS Projects with CAPEX not exceeding INR 100 Crores

\* or COD after availing timeline extension during Allotment phase and/or Project Construction phase without any further delay

# Developers setting up projects within the State through tender route during the Policy period, may avail incentives by submitting a duly completed application to SNA in Unified/ Single Desk Portal. Provided that the Developer adheres to the timelines specified in the tender document and successfully achieves COD within the stipulated period.



**d. RE Manufacturing, GH & its Derivatives and Biofuels:**



#Details to be covered in the DPR shown in Annexure – 16.2

\* or DCP after availing timeline extension during Allotment phase and/or Project Construction phase without any further delay

## **6.2. Process for Submission of Application**

- a. Project Developer(s) shall submit application for the resource/ capacity allocation, along with the application fee and required documents for allocation of resources for setting up of Clean Energy Project(s) and RE Manufacturing Project(s).
- b. All the applications have to be submitted online through Unified/ Single Desk Portal. Each application shall be time stamped automatically upon submission to SNA.
- c. SNA shall process only duly filled applications received in all aspects for setting up Clean Energy Project(s) and RE Manufacturing Project(s). The Developer shall be notified/updated on the status of application in the Unified/ Single Desk Portal.
- d. SNA shall scrutinize the applications (only duly filled) and shall grant the approval to Clean Energy Project(s) up to 40 MW (40 MW<sub>p</sub> for Solar Projects) within 14 days. Developer(s) seeking resources/ capacity allocation greater than 40 MW (40 MW<sub>p</sub> for Solar Projects) shall be scrutinized initially by NREDCAP and placed before SIPC, SIPB and GoAP for approval.
- e. The priority of resource allocation shall be on the basis of high value addition (INR/Acre) in the order specified in the AP ICE Policy 2024. Two Developers submitting applications for allocation of same resources, in such cases the capacity allocation shall be on first-come-first serve basis. If resources are available after allocation on the basis of first-come-first serve, the remaining resources/ capacity shall be allocated to other Developer(s) on pro-rata basis.
- f. In case the Unified/ Single Desk Portal is not functional for more than 3 consecutive days, the Developer shall submit a physical copy of the application to NREDCAP Head Office at Tadepalli, along with email communication to [we@nredcap.in](mailto:we@nredcap.in), marking a copy to [vc@nredcap.in](mailto:vc@nredcap.in). SNA shall consider this application based on the timestamp of the email and shall treat these applications at par with those received online.

## **6.3. Approvals & Clearances**

- a. Every Clean Energy Project (except PSP, BESS, Green Hydrogen & its derivatives, Biofuels, and EVCI Projects) for capacities up to 40 MW (40 MW<sub>p</sub> for Solar Projects) shall be approved by SNA. For capacities greater than 40 MW (40 MW<sub>p</sub> for Solar Projects), the proposal shall be scrutinized by SNA and forwarded to SIPC, followed by SIPB and GoAP for approval.
- b. In case of PSP, Green Hydrogen & its derivatives and Biofuels Projects, all the projects shall be approved by SIPC, SIPB and GoAP.

- c. In case of standalone BESS Projects, SNA shall scrutinize and approve the BESS Projects with CAPEX not exceeding INR 100 Crores.
- d. In case of EVCI Projects to be set up through tender route, Developer shall need to inform SNA.
- e. In the event that the Developer's proposal for the installation of EVCI stations adheres to the limits specified category-wise and also overall limits, then SNA shall be responsible for granting approval. The allocation of EVCI stations to a single Developer within a calendar year shall be governed by the following category-wise limits:
  - i. State Corporations, Dist. Headquarters, Private commercial buildings /apartments /societies (>500 flats/ houses): A maximum of 30 stations
  - ii. State Highways: A maximum of 45 stations
  - iii. National Highways: A maximum of 45 stations
  - iv. Municipalities, Towns, MHQs: A maximum of 30 stations

Additionally, an aggregate overall limit of 150 stations per Developer per calendar year shall be enforced.

In case of proposed number of EVCI stations surpasses either the category-wise limit or overall limits, then the proposal shall be approved by SIPC, SIPB and GoAP.

Note: The above clause (e) shall not be applicable, if the Developer is a Public Sector OMC.

- f. All RE Manufacturing Project(s) including Green Hydrogen & its derivatives, Biofuels, REMZ and Solar Park Developers shall submit DPRs along with the application to SNA to endorse allocation of the required resources to the RE Manufacturing Projects, if applicable.
- g. All RE Manufacturing Project(s), including Green Hydrogen & its derivatives, Biofuels, REMZ and Solar Parks shall be scrutinized by NREDCAP and then referred to SIPC, followed by SIPB and GoAP for approval.
- h. SNA shall make recommendation to SIPC, SIPB and GoAP on the project approval. However, the final decision to approve any investment proposal shall rest with the GoAP.
- i. The approvals for various purposes shall be triggered in Unified/ Single Desk Portal and SNA shall facilitate/ coordinate for the required approvals with the respective departments.

#### **6.4. Enhancement of Capacities**

In case, the Developer seeks an enhancement in project capacity, then the project shall be referred to SIPC, SIPB and GoAP for approval.

## **7. Land**

### **7.1. Allotment of Government/ Revenue Land**

- a. The Developer seeking capacity allotment from SNA shall also identify the extent of land requirement in the same application. Developer shall mention the total land required, along with the break-up of Government/ Revenue/ Private/ Pattaland. Additionally, the Developer shall provide the extent of land & its type acquired by Developer and the support required from GoAP for land allotment for the proposed project.
- b. The Developer shall submit a topo-sheet and revenue maps duly earmarking the project boundaries duly indicating the extent of land along with survey number details. After due scrutiny and vetting, SNA shall recommend the proposal to the Revenue department to consider allotment of land for the Project. NREDCAP shall not be responsible, nor shall it be liable for non-allotment of the land by the Government for whatever reasons.

### **7.2. Private Land**

Where the project proposed to be set up in a private land, the Developer shall make its own arrangements for procurement of land, subject to approval of the area of operation by SNA. In case of large extents of land requirement, SNA shall extend necessary facilitation in coordination with the district revenue authorities to aggregate the lands. However, this facilitation is not binding on NREDCAP.

### **7.3. Forest Land**

In case of projects requiring forest land, the Developer shall submit the application to SNA for forest land allocation and NREDCAP shall facilitate the diversion of the forest land as per the provisions of Forest Conservation Act (FCA). The fees / charges to the forest department shall be paid by the Developer. SNA shall facilitate for allocation of degraded forest along with revenue lands on market value payment basis towards Compensatory Afforestation (CA) purpose for Pumped Storage Projects and other RE projects. SNA shall not be responsible nor shall be liable for non-allotment of the land by the forest department and the Government for whatever reasons.

### **7.4. Proportionate Allotment**

- a. The Developer is aware that the capacity allotment in the demarcated areas is based on the estimated potential and that is only an estimate on broad basis and actual potential may be higher or lower than the estimates.

- b. In all such cases of variation, SNA shall have the right as stated below and the Developer hereby undertakes to abide by the decision of SNA, therefore.
- i. In cases where the actual potential is less than the capacity provisionally allotted based on the estimated capacity, SNA shall have the right, without any liability of whatever nature, to allot the land, government or private, proportionately among the various Project Developers(s) in the same area based on the actual potential at the site, and
  - ii. In case where the actual potential is higher than the provisionally allotted capacity, the provisionally allotted capacity shall remain the same and the land, government or private, shall accordingly be allotted to the Developer and any surplus land available in the geographical area shall be allotted to the new Developer(s). However, an option shall be there, to the original Developer, to apply for the enhancement of capacity as per [Section 6.4](#) of this document.
  - iii. The following ceiling norms shall be adopted for allocation of land to each type of Clean Energy Project(s):

S.No	Clean Energy Project	Maximum Land (Acres Per MW) *
1	Solar Project	Without trackers—4.5 Acres With trackers – 6 Acres
2	Wind Project	2.5 Acres
3	Solar – Wind Hybrid Project	As per respective sources

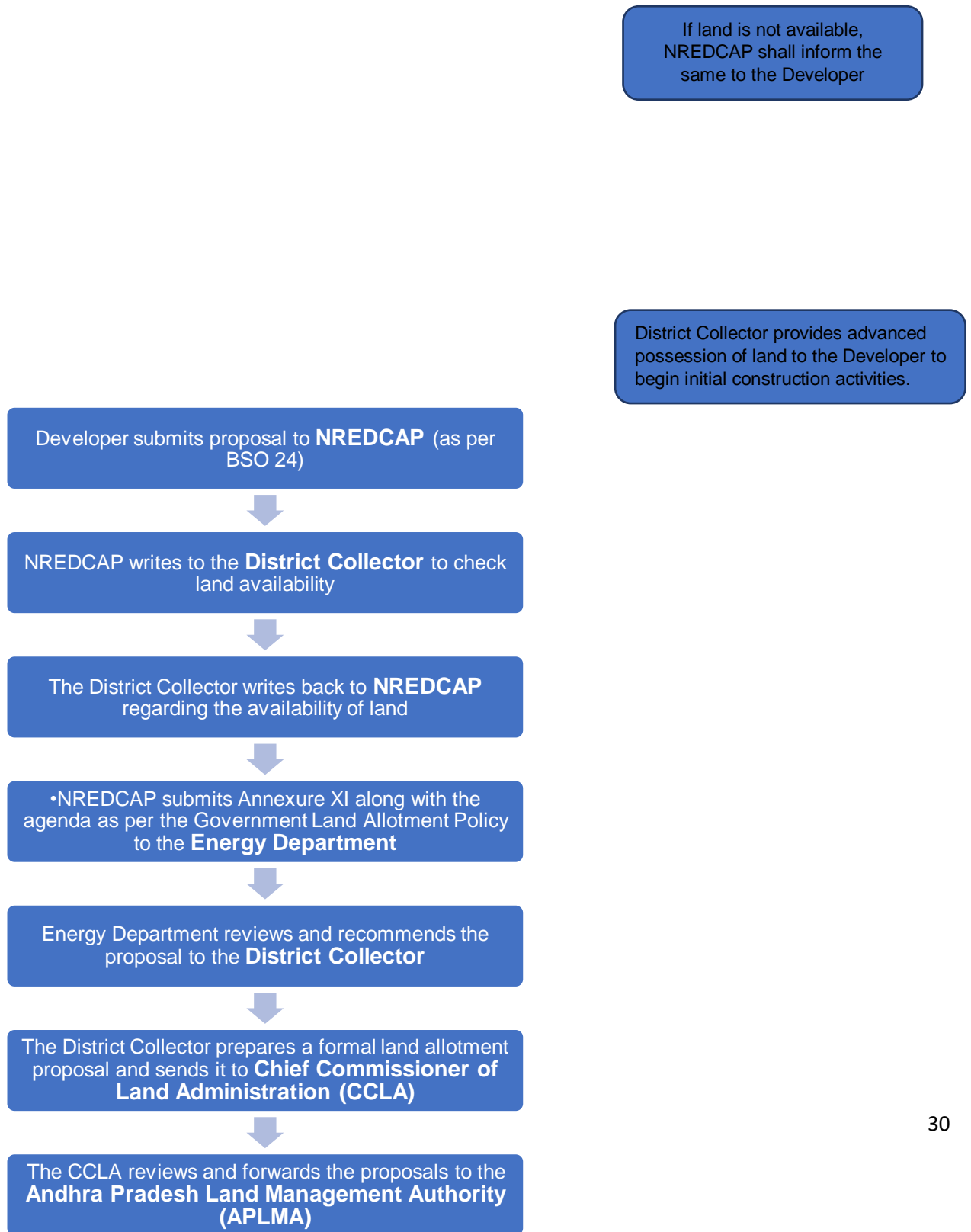
\* Subject to any amendments issued by GoAP from time to time

## 7.5. Process for Land Allotment

- a. SNA shall seek support from the revenue department to obtain the list of available land parcels (Government/ Revenue) including wastelands required for setting up Biofuel plants. Thereafter, such list of available land parcels along with the list of substation capacities (MW) shall be published in the NREDCAP website, which shall be updated on quarterly basis. The available list of land parcels shall be shown for different categories viz. Clean Energy Project(s) (other than biofuel projects), RE Manufacturing Project(s), Biofuel projects, REMZs.
- b. Land allotment for all Clean Energy Project(s) shall be on first-come-first serve basis. However, preferential land allotment shall be provided for RE Manufacturing Project(s) and Biofuel projects, as per the provisions of ICE Policy 2024.
- c. SNA shall adopt the following principles for land allotment:

- i. Land allocation shall be on high value addition (INR/Acre) basis in the order of Green Hydrogen & its derivatives, RE RTC with Storage, Hybrid Co-located Projects, PSP, Wind Projects, Solar Parks, Stand-alone Solar Projects.
  - ii. Priority shall be given to RE Manufacturing Projects in the order of vertically integrated Solar PV Modules, Wind Turbines, Battery and Electrolyzers with allocation of land closer to the ports.
  - iii. Smaller capacities of RE Manufacturing Projects (Solar cells and Solar PV Module, Wind Turbine, Battery and Electrolyzer) shall be accorded priority for allotment of land within REMZ.
  - iv. Solar project of capacities 0.5GW or above are eligible for consideration under private solar parks and can claim associated incentives, as applicable under AP ICE Policy 2024.
- d. SNA shall provide status and details of land allotments made to Clean Energy Projects and RE Manufacturing Projects to AP Industries Department on quarterly basis to ensure proper coordination amongst various departments on the overall availability of land parcels within the state.
- e. Any biofuel projects proposed by a new Developer within the vicinity of existing operational or under-construction projects (within a radius of 25 KMs) shall not be considered for land allotment. However, if the project is proposed by the existing Developer (within a radius of 25 KMs), then the proposed project shall be considered for land allotment.

## **7.6. Workflow for Government/ Revenue Land Allotment**







## 7.7. Land Lease Payment Guidelines

### a. For Clean Energy Projects other than biofuels & GH Hub:

- i. **Government/ Revenue Land Lease:** If the Developer enters into a land lease agreement for government/ revenue land, the Developer shall pay a lease amount of INR 31,000 per acre per year with 5% escalation for every 2 years. This entire amount shall be remitted to the Revenue Department, GoAP.
- ii. **Private/ Patta Land Lease with NREDCAP Involvement:** If the Developer enters into a land lease agreement for private/ patta land with the involvement of NREDCAP, the Developer shall pay a lease amount of INR 31,000 per acre. Out of this amount, INR 30,000 per acre per year shall be paid to the owner of the land, and INR 1,000 per acre shall be paid to NREDCAP for 1<sup>st</sup> and 2<sup>nd</sup> year and thereafter proportion of payment(%) to the Private Owner and NREDCAP will remain same after escalation.
- iii. **Private/ Patta Land Lease without NREDCAP Involvement:** If the Developer enters into a land lease agreement for private/ patta land directly with the owner (without the intervention of NREDCAP), the entire lease amount shall be paid to the owner of the land. In this case, INR 1,000 per acre per year need not be paid to NREDCAP.

b. For Biofuels Projects, if the Developer enters into a land lease agreement for government/ revenue land, the Developer shall pay a lease amount of INR 15,000 per acre per year with 5% escalation for every 2 years. This entire amount shall be remitted to the Revenue Department, GoAP.

c. For Green Hydrogen Hubs at ports, if the Developer enters into a land lease agreement for government/ revenue land, the Developer shall pay a lease amount of INR 1,00,000 per acre per year. This entire amount shall be remitted to the Revenue Department, GoAP.

d. The land lease charges shall be paid by the Developer from the date of possession/ lease agreement/ registration whichever is earlier. In case the Developer has not taken the possession of entire land, then lease charges shall be paid to the extent of land taken under possession.

## 8. Grid Connectivity & Power Evacuation Facility

a. Grid connectivity for all the Clean Energy Projects shall comply with CEA (Technical Standards for connectivity to the grid) Regulation 2007 and Andhra Pradesh Electricity Regulatory Commission (APEREC) Regulation on Power Evacuation from Captive Generation Co-generation and Renewable Energy (RE) Source Power Plants (Regulation 3 of 2017).

- b. For issuance of Grid-Connectivity, STU shall be the nodal agency for processing and grant of Grid Connectivity. Further, STU shall provide the list of available substations on quarterly basis (MW availability including upcoming/planned substations) for power evacuation. The list will be available on the NREDCAP website, along with the list of available land parcels.
- c. The grid connectivity for Clean Energy Project(s) connecting to STU shall be as per the clause 5.5 of AP ICE Policy 2024. The process for connecting to STU shall be modified in line with the CTU process. STU shall consider the submission of application from Developer(s) for the STU connectivity based on progress made by the Developer and the recommendations made by SNA.
- d. Approval of SNA for obtaining Grid Connectivity shall be as:
  - i. Project Developer(s) may approach the SNA for Grid-Connectivity during the construction phase of a project, where 50% of the land required for setting up project is under applicant possession.
  - ii. Project Developer(s) shall submit a quarterly progress report for all Solar, Wind, Hybrid & BESS projects to SNA. Based on the progress of the project, SNA shall recommend nodal agency for processing their application.
  - iii. In case of Mini & Small Hydro, PSP, Green Hydrogen & its derivatives, and Biofuels projects, the Project Developer(s) shall approach the SNA for Grid Connectivity upon completion of prescribed milestones for 4 quarters.
  - iv. Project Developer(s) shall submit the quarterly progress report to the SNA for processing grid Connectivity.
- e. After processing applications submitted by the Developer(s), the Grid Connectivity is permitted to the applicant after complying with CEA (Technical Standards for connectivity to the grid) Regulation 2007 and Andhra Pradesh Electricity Regulatory Commission (APERC) Regulation on Power Evacuation from Captive Generation Co-generation and Renewable Energy (RE) Source Power Plants (Regulation 3 of 2017).
- f. Developer shall submit unconditional Bank Guarantee within 30 days from the date of receipt of this connectivity permit for Rs. 5 Lakh/MW for first 12 months and thereafter Rs. 10 Lakh/MW till date of commissioning failing which this permit shall stand cancelled without intimation. STU shall provide connectivity agreement to the Developer upon submission of PBG.

- g. Connection to STU Network: If the Developer opts to build, operate, and maintain dedicated transmission lines in accordance with the provisions of the Act, 2003, the metering arrangement for energy accounting shall be located at the terminating Grid Substation (SS) end.
- i. Further, the terminal bay at the STU substation will be operated and maintained by the STU. The Developer shall compensate the STU for the operation and maintenance expenses of the relevant terminal bays of the STU sub-station. Any costs related to the replacement of equipment or spares within the respective terminal bays shall be borne by the Developer in the event of failure.
- ii. The Developer shall bear the entire cost of interconnection metering and allied equipment. The operation and maintenance expenses, including replacement and testing of the interconnection metering and allied equipment, shall be borne by the Developer. Maintenance work must be coordinated with the STU.
- h. Connection to CTU through STU Network: If the Developer wishes to connect to the CTU through the STU network, the capital cost of the connecting line from the pooling station to the grid substation, including the terminal bay at the grid substation, shall be borne by the Developer. Additionally, the Developer must bear the capital costs for strengthening or augmenting the immediate associated transmission system, including Power Transformers (PTRs), transmission lines, and associated equipment.
- i. In case, network augmentation is to be carried out by STU, the estimated cost of augmentation required for this purpose shall be determined by STU within 45 days based on technical feasibility (field feasibility, power system feasibility, budget estimation and approval, APERC approval if required).
- i. If STU is carrying out the network augmentation works, then the Developer shall bear the cost at actuals, as notified by STU.
- ii. If STU has not notified the Developer within the stipulated time,
  - The Developer shall pay a normative capital cost of INR 25 Lakhs/MW for network augmentation for the commencement of the works at field level. Thereafter, if the actual cost incurred is higher than the normative cost then the Developer shall reimburse the balance amount to APTRANSCO.

- It is treated as deemed approval for the Developer to carry out the network augmentation work. In such case, the entire cost shall be borne by the Developer along with supervisory charges to be paid to APTRANSCO.
- j. In case Project Developer does not take possession of remaining land within 3 months of connectivity approval, the STU connectivity development works shall be discontinued, and connectivity agreement is deemed cancelled. The Project Developer shall be liable to pay all the incurred charges (if applicable) to STU, and a new Project Developer shall be allocated the connectivity in case of any interest.
- k. The proposed aforementioned process for connecting to STU shall be applicable as per of Regulation 3 of 2017 and any amendments issued thereafter from time to time.
- l. Application process for availing grid connectivity is as provided below.

Action	Action by	Form	Timelines
Submit application for Grid Connectivity	Generator/ Developer	FormC1 Application for Connectivity	(Application submitted date in the O/o Chief General Manager/Commercial) $D_0$
Check Application	Deputy General Manager/ Commercial	FormC2 Level 1 Application Checklist	$D_1 = D_0 + 2 \text{ days}$
Check for Field Feasibility	Executive Engineer Zone(s)	FormC3 Level 2 Zone Checklist	$D_2 = D_1 + 7 \text{ days}$
Check for Power System Feasibility	Executive Engineer/ System Studies/ Power System	FormC4 Level 3 Power System Checklist	$D_3 = D_2 + 4 \text{ days}$
Consent Requested	Chief General Manager/ Commercial	Form C5	$D_4 = D_3 + 2 \text{ days}$
Consent Submitted	Applicant	Form C6	$D_5 = D_4 + 7 \text{ days}$
Scheme Cost Requested	Chief General Manager/	Form C7	$D_6 = D_5 + 2 \text{ days}$

Action	Action by	Form	Timelines
	Commercial		
Scheme Cost Prepared & Approved	Chief Engineer/Zone	Form C8	$D_7 = D_6 + 45 \text{ days}$
Intimate Scheme Cost/Supervision Charges	Chief General Manager/Commercial	Form C9	$D_8 = D_7 + 2 \text{ days}$
Pay Scheme Cost/Supervision Charges	Applicant	Form C10	$D_9 = D_8 + 7 \text{ days}$
Check for receipt of Scheme Cost/Supervision Charges	Deputy General Manager/Commercial	Form C11 Level-Checklist	$D_{10} = D_9 + 2 \text{ days}$
Issue Connectivity permit	Chief General Manager/Commercial	Form C12	$D_{11} = D_{10} + 7 \text{ days}$

## 9. Open Access

- a. Project Developer(s) opting and requesting for Open Access connectivity for Clean Energy Projects and captive generating plants associated with RE Manufacturing Projects can avail Open Access under Andhra Pradesh Electricity Regulatory Commission (Green Energy Open Access, Charges, and Banking) Regulation, 2024 (Regulation No. 3 of 2024) and its amendments from time to time.
- b. The application process and the formats shall be as per the existing procedure and as per the GEOA Regulations 2024 and its amendments issued from time to time, and the Project Developer(s) shall apply for GEOA prior to only 12 months from COD of the project however granting of OA approvals shall be subject to existence of metering and metering equipment/infrastructure in place as per CEA (Installation and operation of meters) Regulations, 2006 as amended from time to time. In case the project is delayed beyond 12 months, the granted GEOA shall be deemed cancelled, and the Project Developer shall apply for a new GEOA only upon successful COD of the project.

- c. Nodal Agency shall be AP SLDC for short term Green Energy Open Access (GEOA) and STU for medium term & long term GEOA. Project Developer(s) opting and requesting for Open Access connectivity for Clean Energy Projects and RE Manufacturing projects, shall apply to Nodal Agency for OA access prior to 12 months of commissioning of the project.
- d. The Open Access consumers shall be classified into the following categories based on the duration of use of the intra-state transmission and/ or distribution system:
  - i. **Long-term Open Access consumers** - persons availing or intending to avail the Open Access for a period equal to or more than five years.
  - ii. **Medium-term Open Access consumers**- persons availing or intending to avail the Open Access for a period of more than one year and less than 5 years.
  - iii. **Short-term Open Access consumers**- persons availing or intending to avail the Open Access for a period of up to one year.
- e. The long-term GEOA shall be allowed in accordance with the transmission planning criteria and distribution planning code stipulated in the State Grid Code.
- f. The processing fee for Green Energy Open Access under Long-term, Medium-term and short-term shall be Rs.1,50,000, Rs. 1,00,000 and Rs.50,000 respectively.
- g. All other clauses not defined in APERC (Green Energy Open Access, charges, and Banking) Regulations, 3 of 2024 but satisfied in APERC (Terms and Conditions of Open Access to Intra – state Transmission and Distribution Networks) Regulation, 2 of 2005 shall be followed.
- h. The Developer shall abide by the instructions from the State Load Dispatch Centre (SLDC), including the provision of Data Acquisition Systems (DAS) or any other equipment required for data communication to the SLDC.

#### **Short-Term Open-Access**

- a. The Developer may submit his application after complying with the requirements as stipulated in CEA (Installation and Operation of Meters) Regulations, 2006, and Andhra Pradesh Electricity Regulatory Commission (APERC) Regulation on Power Evacuation from Captive Generation Co-generation and Renewable Energy (RE) Source Power Plants (Regulation 3 of 2017) and amendments from time to time.

- b. To apply for short-term open access (STOA), the applicant to register on the GOAR portal, where applicants must register both entry and exit points and set up a username and password for portal activities.
- c. The APSLDC shall conduct a preliminary scrutiny to ensure the application is complete and rectify any discrepancies. The registration is valid for three years and can be renewed for another three years, with applicants required to update any changes in information.
- d. Necessary documents for registration include Grid Connectivity Approval, Synchronization/Commissioning Certificate, Commercial Operation Date Certificate, statutory approvals, metering arrangement details, QCA Letter & Agreement for new Wind and Solar Developers, SCADA & DSM provision, HT bill and agreement copies, NREDCAP registration copy, and bank details including KYC form, PAN, TAN, and GST certificate.
- e. An application once registered, can renew for GEOA again in the same portal. The application must be supported by documents such as a processing fee of Rs. 50,000 plus GST, a security deposit for SLDC annual fees, operating charges, and transmission charges, a Letter of Credit (LC) for imbalance in supply and consumption, and a shareholding pattern for captive purposes.
- f. An applicant must provide consent from APDISCOM. The CE/APSLDC shall scrutinize the application, and, upon approval, the applicant must conclude an Open Access tripartite (Developer, STU & DISCOMs) or bipartite (Developer & STU) Agreement with the concerned Licensees.
- g. Approval is issued by APSLDC with details of open access capacity and period. Before the commencement of open access, the applicant must pay two months' charges as a security deposit and provide a Letter of Credit for imbalance in supply and consumption. Monthly charges include SLDC fees, operating charges, transmission charges, and wheeling charges. This comprehensive procedure ensures a systematic approach to applying for short-term open access.

#### **Medium-Term/ Long Term Open Access:**

The developer may submit his application after complying with the requirements as stipulated in CEA (Installation and Operation of Meters) Regulations, 2006, and Andhra Pradesh Electricity Regulatory Commission (APERC) Regulation on Power Evacuation from Captive Generation Co-generation and Renewable Energy (RE) Source Power Plants (Regulation 3 of 2017) and amendments from time to time.



The application timelines and procedure for obtaining long-term open access connectivity is as follows:

Action	Action by	Form	Timelines
Submit application for LTGEOA/ MTGEOA	Applicant	Form L1 Application for LTGEOA/ MTGEOA	(Application submitted date to CGM/Commercial) $D_0$
Check Application	Deputy General Manager/Commercial Executive Engineer/	Form L2 Level 1 Pre-Feasibility Check List Form L3	$D_1 = D_0 + 2 \text{ days}$
Checks for Technical Feasibility	APDISCOM(s) Executive Engineer/Zone(s)	Level 2 DISCOM/APTRANSCO Zone Check List	$D_2 = D_1 + 20 \text{ days}$
Checks for SLDC requirements	APSLDC Chief Engineer/ SLDC	Form L4 Level 3 APSLDC Check List	$D_3 = D_2 + 6 \text{ days}$
Letter of Invitation for Concluding LTOA/MTOA Agreement	Chief General Manager/Commercial	Form L5	$D_4 = D_2 + 8 \text{ days}$
LTOA/MTOA Agreement	Chief General Manager/Commercial, Chief General Manager/ APDISCOM(s) & Open Access User	Form L6	$D_5 = D_4 + 30 \text{ days}$

Note: The above timelines shall commence after submitting all the supportive/pre-requisite documents along with OA application

#### **Application<sup>1</sup> Procedure for MTOA/LTOA**

- i. Duly filled MTOA/LTOA application available on APTRANSCO website along with Processing fee + GST.

<sup>1</sup>LTOA Application,  
<https://apps.aptransco.gov.in/APTOOTRANSCO/HomePage/Download/28461?onclick=uploadToo%28%29>

- ii. The application shall be scrutinized by the concerned authority in the O/o of CGM - Commercial & Co-ordination.
- iii. Grid Connectivity Approval /Technical feasibility of the Generator from APTRANSCO/APDISCOMs.
- iv. Synchronization/Commissioning Certificate of Generator.
- v. Statutory Approval under Section 54 of Electricity Act 2003 and Regulation 43(3) & 32 of CEA(Measures relating to safety and Electricity supply Regulations, 2010) accorded by CEIG.
- vi. Letters of MRI compatibility of ABT Energy Meters with EBC data base of Entry Point & Exit Points issued by APTRANSCO/APDISCOMs.
- vii. Metering arrangement approved drawing along with details of CT,PT and ABT Meters at entry point and exit point. In case of cluster scheme metering arrangement approved drawing along with details of CT,PT and ABT Meters at pooling station.
- viii. In case Open Access is being requested for Captive Purpose, Share Holding Pattern issued by Chartered Accountant as per the conditions laid down in Electricity Rules 2005. Certifying that (i) not less than twenty six percent of the ownership is held by the captive user(s), and (ii) not less than fifty one percent of the aggregate electricity generated in such plant, determined on an annual basis, is consumed for the captive use.
- ix. In case Open Access is being requested for Third Party Purpose, Copy of PPA entered between Generator & Consumer.
- x. For new Wind & Solar Developers connected to the Grid, including those connected through pooling stations and supplying power to the DISCOMs, or to third parties through open access or for captive consumption through open access, and selling power within or outside the State as per the para 4.2(a) of APERC Regulation 4 of 2017 shall provide the QCA Letter & Agreement.
- xi. SCADA & DSM provision should be available at entry point (Generator) (information may be obtained from the Chief Engineer/SLDC/Vijayawada).

The application formats and procedures shall be subject to change based on amendments to regulations issued from time to time.

### Illustration for Applicability of OA Charges and Losses:

Scenarios of injection and withdrawal at various voltage levels within DISCOM boundary & between DISCOM boundaries and the applicability of Transmission and Distribution Charges are given below. All the T&D users shall bear the losses based on the energy injected at the entry point and drawl at the exit point.

Sl.No.	Injection Voltage	Drawl Voltage	Within DISCOM Boundary			Inter DISCOMs		
			T&D Losses*	Tr. Charges	Dist./Wheeling Charges**	T&D Losses*	Tr. Charges	Dist./Wheeling Charges**
1	400 kV	400/220/132 kV	<b>Tr. loss:</b> Applicable as per MYT Order. <b>D Loss:</b> NA	Block wise charges	NA	<b>Tr. loss:</b> Applicable as per MYT Order. <b>D Loss:</b> NA	Block wise charges	NA
2	400 kV	33/11 kV	<b>T &amp; D Loss:</b> Applicable as per MYT Order	Block wise charges	Block wise charges	<b>T &amp; D Loss:</b> Applicable as per MYT Order	Block wise charges	Block wise charges
3	220 kV	220/ 132 kV	<b>Tr. loss:</b> Applicable as per MYT Order. <b>D Loss:</b> NA	Block wise charges	NA	<b>Tr. loss:</b> Applicable as per MYT Order. <b>D Loss:</b> NA	Block wise charges	NA
4	220 kV	33/ 11 kV	<b>T &amp; D Loss:</b> Applicable as per MYT Order	Block wise charges	Block wise charges	<b>T &amp; D Loss:</b> Applicable as per MYT Order	Block wise charges	Block wise charges
5	132kV	132kV	<b>Tr. loss:</b> Applicable as per MYT Order. <b>D Loss:</b> NA	Block wise charges	NA	<b>Tr. loss:</b> Applicable as per MYT Order. <b>D Loss:</b> NA	Block wise charges	NA
6	132kV	33/ 11kV	<b>T &amp; D Loss:</b> Applicable as per MYT Order	Block wise charges	Block wise charges	<b>T &amp; D Loss:</b> Applicable as per MYT Order	Block wise charges	Block wise charges
7	33kV	33kV	<b>Tr. loss:</b> NA <b>D Loss:</b> Applicable as per MYT Order	NA	Waived off	<b>T &amp; D Loss:</b> Applicable as per MYT Order	Block wise charges	Waived off

Sl.No.	Injection Voltage	Drawl Voltage	Within DISCOM Boundary			Inter DISCOMs		
			T&D Losses*	Tr. Charges	Dist./Wheeling Charges**	T&D Losses*	Tr. Charges	Dist./ Wheeling Charges**
8	33kV	11kV	<b>Tr. loss:</b> NA <b>D Loss:</b> Applicable as per MYT Order	NA	Block wise charge	<b>T &amp; D Loss:</b> Applicable as per MYT Order	Block wise charges	Block wise charge
9	33kV	LT	<b>Tr. loss:</b> NA <b>D Loss:</b> Applicable as per MYT Order	NA	Per Unit Basis	<b>T&amp;D Loss:</b> Applicable as per MYT Order	Block wise charges	Per Unit Basis
10	11kV	33kV	<b>Tr. loss:</b> NA <b>D Loss:</b> Applicable as per MYT Order	NA	Block wise charges	<b>T &amp; D Loss:</b> Applicable as per MYT Order	Block wise charges	Block wise charges
11	11kV	11kV	<b>Tr. loss:</b> NA <b>D Loss:</b> Applicable as per MYT Order	NA	Waived off	<b>T &amp; D Loss:</b> Applicable as per MYT Order	Block wise charges	Waived off
12	11kV	LT	<b>Tr. loss:</b> NA <b>D Loss:</b> Applicable as per MYT Order	NA	Per Unit Basis	<b>T &amp; D Loss:</b> Applicable as per MYT Order	Block wise charges	Per Unit Basis
13	LT	LT	<b>Tr. loss:</b> NA <b>D Loss:</b> Applicable as per MYT Order	NA	Waived off	<b>T &amp; D Loss:</b> Applicable as per MYT Order	Block wise charges	Waived off

**Note:**

\*The losses shall be borne in relation to the energy injected at the entry point and the energy drawn at the exit point. The specific application of these losses shall be in accordance with the Multi-Year Tariff (MYT) Order as issued by APERC from time to time.

Transmission Charges, Distribution/wheeling charges shall be as per the latest APERC Orders issued from time to time.

\*\*However, Distribution/wheeling charges shall be waived off if the injection and withdrawal of power are at the same voltage levels (irrespective of the DISCOM's boundaries). Further, if the injection and withdrawal of power are at different voltage levels irrespective of the DISCOM's boundaries, **distribution/wheeling charges shall be levied at injection point** as follows:

- For LT Consumers, distribution/wheeling charges shall be paid on per unit basis (INR/kWh), and
- For HT Consumers, distribution/wheeling charges shall be paid as per the block wise (15 mins) charges for the applicable number of blocks for the scheduled capacity.

## 10. Banking Facility

- a. Energy Accounting and banking for all Clean Energy Projects, including SRTPVS shall be as per clause 5.11 of AP ICE Policy, 2024 and Regulations framed by APERC from time to time in accordance with the Green Energy Open Access Rules 2022 notified by the Ministry of Power.
- b. Energy banking shall be on monthly billing cycle basis. Each calendar month shall be treated as one billing cycle and the banked energy should be used in the same billing cycle. The unutilized energy, banking charges, maximum applicable banking, processing fee for open access, all the applicable charges to be levied for green energy open access and other provisions shall be as per GEOA Regulations 2024 and its amendments issued by APERC from time to time.
- c. The banking and drawl shall be allowed throughout the billing cycle. The credit or energy banked shall be adjusted during the same banking cycles as per the energy injected in the respective hours of banking determined under AP ICE Policy, 2024. The energy banked during peak hours shall be permitted to be drawn during peak as well as off-peak and normal hours. The energy banked during off-peak (solar) hours shall be permitted to be drawn during offpeak (solar) hours only and energy banked during normal hours shall be drawn during normal and off-peak hours. Provided that the drawl of banked energy during the peak load hours as mentioned in the policy and approved by the Commission shall not be permitted if R&C measures are in force.
- d. To ensure grid stability, the maximum allowed banking capacity at grid level shall be capped at 5% of the peak grid demand (700 MW) for FY 2024-25. Thereafter, additional banking capacity at 5% of the incremental peak grid demand year-on-year shall be allowed. AP TRANSCO shall estimate the peak grid demand for the ensuing financial year and SLDC shall notify the allowable maximum banking capacity at grid level. Developers/ OA users shall apply along with duration and get allocation of banking within the limits stipulated from time to time.
- e. Allocation of Banking facility shall be applicable as per AP ICE Policy 2024. AP SLDC & APTRANSCO shall conduct a detailed load study of the grid on need / yearly basis and suggest the permissible banking capacity at grid level.
- f. DISCOMs after seeking approval from APERC shall redefine the peak hours, normal hours and off-peak hours as defined under the policy on need basis. These hours of supply to be adopted for RE generation and inclusion in Retail Supply Tariff for the applicable year and its amendments approved by the commission from time to time.

## **11. Migration of Projects Allotted Under Previous Policies**

- a. All the projects allotted under previous policies, eligible for migration must approach the SNA for migration to the AP ICE Policy 2024.
- b. A period of 6 months would be made available for migration of projects from the notification of the operational guidelines. The Project Developer(s) shall submit the migration application, along with the requisite documents to the SNA.
- c. The SNA shall process the duly filled migration application (within 14 days) submitted by Developers. The final decision to approve or reject such requests shall rest with the Committee chaired by the MD, NREDCAP and members including representatives from DISCOMs and APTRANSCO.

## **12. SPV/Project Transfer**

- a. Project Developer shall submit a Transfer Application to SNA for SPV/Project transfer in full/partial capacity.
- b. SNA shall scrutinize the transfer application and if deemed fit, shall forward the application to SIPB, SIPC and GoAP for approval.
- c. SPV/ Project Transfer approved by GoAP shall be intimated to the Developers within seven (7) working days of GoAP approval.
- d. Further, the Developer/ Transferee shall pay the associated transfer fee to the SNA. Upon payment of transfer fee, the SNA shall provide the transfer approval wherever applicable.
- e. In the event of a project transfer, a tripartite Capacity Transfer Agreement shall be executed among the State Nodal Agency (SNA), the transferor and the transferee. The timelines for project implementation, including the Scheduled Commercial Operation Date (COD), shall remain unchanged and shall adhere to those stipulated in the original Implementation Agreement signed with the transferor.
- f. If the tripartite Capacity Transfer Agreement is not executed, then the transferee shall be required to execute a fresh Implementation Agreement with the SNA. However, the timelines for project completion, including the Scheduled Commercial Operation Date (COD), shall remain consistent with those established in the original Implementation Agreement executed with the Transferor.

- g. In case of name change, the name shall be registered in Register of Companies as per the applicable Companies Act 2013.
- h. Transfer fee and BG can be paid by either party (transferee/ transferor).
- i. For projects opting for change of location, the transfer fee shall be applied according to clause 17.11 - 'Summary of Fees and Charges' in the AP ICE Policy 2024, based on the type of project.
- j. The transfer of a project or SPV, in part or full capacity, to other parties before the project's commissioning is allowed multiple times. This includes the transfer of resources such as land, connectivity (STU), and any other existing approvals. However, any such transfer shall take place only after approvals by SIPC, SIPB and GoAP.

### **13. Project Timeline Extension**

- a. Project Developer shall submit a project timeline extension letter to SNA, citing the circumstances or bottlenecks faced by the project in completion of a milestone.
- b. NREDCAP shall provide the permissible time extension period of 6 months (12 months for PSP Projects) only during Phase A – Allotment Phase, subject to payment of time extension fee at INR 20,000 per MW per month (INR 20,000 per MW<sub>p</sub> per month for Solar Projects) of delay along with the applicable GST. The non-achievement of any of the pre-defined project milestones within the specified timelines mentioned in clause 17.12 and 17.13 of the Policy, including the maximum extension period allowed in the Allotment Phase, shall result in deemed cancellation of the Project along with resources (Land and Capacity). In addition, the Performance Bank Guarantee shall be encashed/forfeited.
- c. In case, when the Project enters Phase B – Project Construction Schedule, subject to verification by SNA, time extension shall be permitted by levying penalty of 0.25% of project cost per quarter (in parts thereof) for a period of maximum 6 months. Beyond 6 months of delay, no incentives shall be available for the project.
- d. If forest land diversion is required, the commissioning timeline shall be extended by up to one year from the date of submission of the request with necessary documents, without any additional fees.
- e. In the event of non-achievement of any of the project milestones within specified timeline as per clause 17.12 and 17.13 of the Policy due to delays in project related approvals/ clearances not attributable to the Developer, then the reasons of such delays shall be duly examined on a case-to-



case basis. Appropriate extensions can be considered, however, the final decision on granting project timeline extension shall rest with GoAP.

## 14. Fees and Charges

- a. Project Developer shall pay the applicable fees and charges for the Clean Energy Projects and RE Manufacturing Projects. The below table summarizes the charges to be paid by the Developer:

S. No.	Fees and Charges	Remitted To
1.	Application Fee (One time)	NREDCAP
2.	Facilitation/ Allotment Fees (One time)	NREDCAP
3.	Performance Bank Guarantee	NREDCAP
4.	Onetime local area development fund (One time for RE export)	NREDCAP
5.	Green Energy Development Charges (Annually)	Finance dept., GoAP
6.	Time extension fee	NREDCAP
7.	Transfer/ Name Change/ Change of Location fee	NREDCAP
9.	Onetime Processing Fee for land (One time; applicable for Private Solar Parks & REZ)	NREDCAP
10.	Land Lease Charges (Revenue/ Government) (Annually)	Revenue dept., GoAP
11.	Remittance to NREDCAP – from land lease (Private/ Pattaland) (Annually)	NREDCAP

- b. The Developer shall pay the above-mentioned Fees and Charges to the respective authorities as mentioned in the above table. After paying the Fees and Charges, the Developer shall submit the payment details and receipt to SNA through Unified/ Single Desk Portal.

- c. The Summary of all the Applicable Fees and Charges has been provided in Annexure – 16.19.

In case of Wind-Solar Hybrid Projects:

- i. Facilitation/ Allotment fees is limited to maximum of Rs. 1,50,000/MW of the contracted capacity applied for connectivity/ Open Access
- ii. Capacity Transfer/ SPV Transfer/ Project Transfer/ Location Change/ Name Change fee shall be capped at INR 2,00,000/MW of the contracted capacity applied for connectivity/ Open Access

The following illustration highlights the computation for the same:

Following is an illustrative solar and wind capacity configuration for 2 MW Wind-Solar Hybrid contracted capacity applied for connectivity/ Open Access:

Parameter	Value (A)	Facilitation/Allotment Fees (B)	Total Facilitation/ Allotment fees (A*B)	Transfer/ Location / Name Change fees (C)	Total Transfer/ Location / Name Change fees (A*C)
Solar installed capacity	2.6 MW <sub>p</sub>	INR 25,000/ MW <sub>p</sub>	INR 65,000	INR 2,00,000/MW	INR 5,20,000
Wind installed capacity	1.6 MW	INR 1,50,000/MW	INR 2,40,000	INR 2,00,000/MW	INR 3,20,000
<b>Total fee computed based on wind and solar installed capacity</b>			<b>INR 3,05,000</b>		<b>INR8,40,000</b>

However,

- i. The facilitation/allotment fee shall be capped at INR 1,50,000/MW. Hence, in this case, the developer shall only be paying facilitation/allotment of INR 3,00,000 for the 2 MW Wind-Solar Hybrid contracted capacity applied for connectivity/ Open Access.
- ii. The Capacity Transfer/ SPV Transfer/ Project Transfer/ Location Change/ Name Change fee shall be capped at INR 2,00,000/MW. Hence, in this case, the developer shall only be paying facilitation/allotment of INR 4,00,000 for the 2 MW Wind-Solar Hybrid contracted capacity applied for connectivity/ Open Access

## 15. Procedure for Claiming Incentives

### 15.1. General Guidelines

- a. The AP ICE Policy 2024 provides financial incentives to support the development of Clean Energy Projects and RE Manufacturing Projects. These guidelines outline the step-by-step process for eligible Project Developer(s) to claim incentives, ensuring compliance with policy terms and timely disbursement.
- b. Developer(s) who wish to avail incentives have to file separate claims for each of the incentives through Unified/ Single Desk Portal invariably within the stipulated time frame.
- c. Developer(s) can avail incentives from State Government, Government of India, and Government of India Agencies. However, the quantum of incentives availed from both the agencies (State and Central) combined shall be limited to 100% of the FCI of the project.
- d. All the Developer(s) should have professional tax Registration and should pay the professional tax as per G.O.Rt.No.664 Revenue (Commercial Taxes-II) Department Dt.24/08/2020.
- e. All Developer(s) must fill Common Application Form given in Annexure– 16.23 and file other corresponding forms and certificates as applicable.
- f. Project Developer shall pay the applicable fees and charges to the respective departments/entities for the Clean Energy Projects and RE Manufacturing Projects.
- g. SNA shall be responsible for evaluating the applications submitted by the Developer(s) for claiming incentives.
- h. The Finance Ministry, GoAP shall allocate annual budget to the Energy Department, and the SNA shall utilize the allocated annual budget to disburse incentives to the Developers.
- i. **Periodicity of incentive disbursement**

Sl.No	Incentive	Periodicity (Annually/ Half-yearly/Quarterly/ Monthly)
1	Capital Subsidy	Yearly
2	Stamp Duty	One time
3	Electricity Costs	Yearly
4	Electricity Duty	Yearly
5	Open Access Charges (T&D, CSS, ASS)	Yearly
6	SGST	Quarterly

## 15.2. Disbursement of Capital Subsidy

The quantum of capital subsidy for different categories and sectors is tabulated as below:

S.No.	Category	Subsidy
<b>Clean Energy Projects</b>		
1.	Green Hydrogen	25% on plant and equipment cost of electrolyzer stack (maximum of INR 1 Cr. per MW or INR 1 Cr. per 1,400 TPA)
2.	Integrated Green Ammonia and Green Methanol Facilities	25% on plant & equipment costs(including Electrolyzer stack) subject to maximum of: INR 1.85Cr. per KTPA for Green Ammonia INR 2.25 Cr. per KTPA for Green Methanol
3.	Desalination plant	20% on Fixed Capital Investment (FCI) of desalination plant set up for Green Hydrogen and its derivatives (maximum of INR 1 Cr/ MLD)
4.	Biofuels	20% on FCI (maximum of INR 1 Cr per TPD capacity of CBG and INR 1.5 Cr per KLPD of 2G Ethanol) Subsidy shall be eligible for minimum capacity of 10 TPD of CBG plant and minimum capacity of 25 KLD of Ethanol plant
5.	EVCI	25% on cost of PCS (excluding land, cost of electricity connection, DTR, any civil costs) subject to a maximum of INR 3 Lakhs/PCS for the first 5,000 PCS
<b>RE Manufacturing Projects</b>		
1.	Solar	25%on FCI of manufacturing plant including Captive generating plant and captive mines.
2.	Wind	25% on FCI of manufacturing plant including Captive generating plant.
3.	Electrolyzer	25% on FCI (minimum size of the plant - 500 MW of Electrolyzer production per annum) Applicable for first 5 plants or up to 3,000 MW capacity whichever is achieved first
4.	Battery	20% on FCI (applicable up to 5,000 MWh capacity)

### Detailed procedure for availing incentives:

- All eligible Developers shall submit their claims in the prescribed application form given for capital subsidy in Annexure – 16.24 within six months from the COD/ DCP to the MD, NREDCAP, through Unified/ Single Desk Portal.
- In case of plant/ building purchased from existing Developer which has availed incentives, the plant/ building cost shall not be considered as part of Fixed Capital Investment for computing capitalsubsidy. In case, the original unit has not availed incentives on plant/ building, and the depreciated value of building shall be considered as part of Fixed Capital Investment for computing

capital subsidy. Certificates on the depreciated value of building and quality & life of the building by Chartered Civil Engineer (Annexure – 16.27) are to be submitted along with the application.

- c. The subsidy shall be sanctioned to Developers as per the project cost approved by the Financial Institution in case of aided Developers and empaneled Chartered Accountant in case of self-financed units.
- d. The incentive shall be released as per AP ICE Policy 2024 from COD/ DCP until the number of years based on the type of project. The payment shall be contingent upon the Developer's continuous operation, achieving at least 80% of the employment and production targets specified in the incentive application post-COD/ DCP. To facilitate this, the Developer must submit employee registration details as per the Provident Fund Act and annual production particulars.
- e. Developers must submit the application form to NREDCAP (Annexure–16.23) upon achieving COD for Clean Energy Projects and DCP for RE Manufacturing Projects.

### **15.3. Reimbursement of Stamp Duty**

- a. All eligible Developers shall submit their claims in the prescribed application form (Annexure – 16.25) within six months from the COD to the MD, NREDCAP concerned, through Unified/Single Desk Portal.
- b. Stamp duty shall be reimbursed only one time on the land and subsequent transactions shall not be eligible for stamp duty reimbursement even in case of land purchases in open auction conducted by financial institution.
- c. Stamp duty on mortgages and hypothecations paid by a Developer for availing term loan from the financial institutions on assessed Fixed Capital Investment only would be eligible. This facility is not applicable on working capital. If the mortgage deed is registered in any state other than Andhra Pradesh in favor of any financial institution, then, this facility shall not be extended.

### **15.4. Reimbursement of Power Cost**

- a. All Projects that have achieved COD/ DCP and started commercial operations shall submit their claims in the prescribed in the Annexure –16.26 for reimbursement of power cost annually to the MD, NREDCAP through Unified/ Single Desk Portal.
- b. This reimbursement is only on the energy consumption & the subcategories provided under the AP ICE Policy 2024(charges for number of units consumed in kVAh only but not on Contract Maximum Demand (CMD) or any other charges levied by DISCOMs.

- c. The reimbursement of power cost shall be applicable to all eligible Developers subject to fulfillment of all other the conditions stipulated.
- d. The power cost reimbursement shall be applicable to the Developers, which are utilizing power from APDISCOMs and Rural Electrical Companies (RECs). However, power connection should be in the name of the Developer who has been provided capacity allocation.
- e. For the purpose of reimbursement, yearly power consumption shall be considered. The reimbursement shall be made annually.
- f. In case of Developer purchases secondhand land and building along with power either on lease or outright sale, the project shall not be entitled for any power cost reimbursement if the power connection is in the original Developer name. However, if the Developer transfers the power connection in the name of the present Developer(s) they are entitled for power cost reimbursement provided they install the new plant and machinery.

### 15.5. Reimbursement of SGST

SGST Reimbursement Eligibility for Clean Energy, RE and Manufacturing Projects under AP ICE Policy 2024:

Project Type	SGST Reimbursement Eligibility
Solar Manufacturing	100% net SGST on sale of products for a period of 5 years from DCP
Wind Manufacturing	100% net SGST on sale of products for a period of 5 years from DCP
Green Hydrogen & its derivatives	100% net SGST revenue from sale of Green Hydrogen & its derivatives within the State for 5 years from COD
Electrolyzer Manufacturing	50% net SGST revenue for a period of 5 years from DCP
Hydrogen Refuelling	100% net SGST for purchase of machinery for refueling stations for a period of 5 years
BESS	100% net SGST revenue accrued to the state on the services provided by BESS for 5 years from COD
Battery Manufacturing	100% net SGST accrued to the state will be reimbursed for a period of 5 years
Biofuels (CBG and Ethanol)	100% net SGST revenue to the Developer for sale of 1G & 2G Ethanol and CBG in the State for a period of 5 years from COD.
Solar Rooftop*	100% SGST on SRT projects implemented for domestic/residential consumers under PM Surya Ghar scheme. Benefit of reimbursement of SGST shall be provided to the end-consumer (residential/ domestic).

*\* Note: Only the end consumers (residential / domestic) installing solar rooftops shall be eligible to avail the SGST reimbursement, and developers shall not be entitled to this benefit. The process to avail SGST subsidy is given in Section 15.5.2*

#### 15.5.1. Reimbursement of SGST for Eligible Projects (other than installation of Solar Rooftops)

- a. All eligible Developers shall submit their claims as per Annexure – 16.31 along with GSTR-3B and GSTR- 2A (as amended by the Government of India from time to time) for reimbursement of SGST within six months after completion of the financial year on or before 30th September as per check slip, to MD, NREDCAP through Unified/ Single Desk Portal.
- b. SNA shall coordinate with the Commercial taxes department, Government of Andhra Pradesh (GoAP) to facilitate SGST reimbursement after the applicable application is triggered by the Project Developer.
- c. **Net SGST accrued to the State:** Net SGST means SGST amount paid through cash ledger (indicated in GSTR-3B)
- d. The Developer shall obtain the GSTR-3B as proof of net SGST accrued to the state. For this purpose, regular monthly returns filed during the financial year shall only be considered.
- e. Eligible unit shall have to obtain a separate registration under GST Act for manufacturing of eligible products only. The eligible unit shall not carry out any trading activity or provision of any services not relating to eligible products from its place of business. The eligible unit shall have to obtain a separate registration, if the unit carries out trading activity or provision of any services not relating to eligible products. Incentives shall be allowed only for eligible produces in the eligible unit and not on the resale.
- f. If the eligible unit has shown its inter-State sales as intra-State sales through intermediary/ marketing network/ or any other middle man, either directly or indirectly controlled by it, in order to get higher incentives, then the incentives shall be liable to be cancelled with effect from the date of such contravention, and the unit shall be liable to return forthwith the incentives availed together with interest at the rate of eighteen percent per annum.
- g. Forms mentioned in Annexure – 16.33 for confirming the details of returns by Commercial Tax Department shall be obtained by the Developer through Unified/ Single Desk Portal and the same should be uploaded along with claim application.

#### 15.5.2. Subsidy to End-Consumers for Installation of Solar Rooftops

The end consumer (residential/ domestic) shall receive the benefit of SGST subsidy on installation of Solar Rooftops as a part of PM Surya Ghar: Muft Bijli Yojana. The process to claim SGST subsidy is provided below:

- a. **Installation and Payment:** The Developer shall install the Solar Rooftop system at the consumer's premises.

- b. **SGST Payment to GoAP by Developer:** The Developer will remit the SGST amount to the GoAP as required under applicable tax regulations. The consumer shall pay the invoice amount (including SGST) to the Developer.
- c. **Claiming of Subsidy:** The consumer shall claim the subsidy by applying through the Unified/ Single Desk Portal, providing all necessary details and supporting documents (as per Annexure – 16.32).
- d. **Subsidy Disbursement:** Upon successful verification of the application by SNA, SGST amount shall be disbursed by SNA to the end consumer.

## 15.6. Reimbursement of Electricity Duty and Open Access Charges

- a. Eligible Project Developer(s)/ Developer(s) must submit an application to the SNA after achieving COD/ DCP (Annexure - 16.34/16.36) and within six (6) months of COD/ DCP, wherever applicable.
- b. The application must include all necessary documentation, such as proof of COD/DCP wherever applicable, electricity duty payment receipts and project details.
- c. Reimbursement shall be processed on an annual basis, subject to verification of electricity duty and Open Access payments and compliance with policy guidelines.
- d. The reimbursement amount shall be credited directly to the Developer's bank account.
- e. SNA shall conduct periodic audits to ensure compliance with the policy. Any discrepancies or non-compliance may result in the suspension or revocation of reimbursement benefits.

### Summary of incentives for Clean Energy Projects

Type of Project	Solar	Wind	Hybrid	Mini & Small Hydro	PSP	BESS	GH2 & Derivatives	Biofuels	EVCI
Stamp duty Waiver	X	X	X	X	✓	X	X	X	NA
Capital Subsidies	X	X	X	X	X	X	✓	✓	✓
Power Subsidy	X	X	X	X	X	X	X	✓	X
Exemption on Transmission charges <sup>#</sup>	X	X	✓	X	X	✓	✓	NA	NA
Exemption on Wheeling charges <sup>^</sup>	X	X	✓	X	X	✓	X	X	NA
Electricity Duty/ Other Open Access Charges	X	X	X	X	✓	✓	✓	✓	X
Energy Banking	✓	✓	✓	✓	✓	X	✓	X	NA
SGST*	✓	X	X	X	X	✓	✓	✓	X



Type of Project	Solar	Wind	Hybrid	Mini & Small Hydro	PSP	BESS	GH2 & Derivatives	Biofuels	EVCI
Other subsidies on power/ water, etc.,	X	X	X	X	✓	✓	✓	✓	X

\*100% SGST in the form of subsidy on SRT Projects implemented for domestic/residential consumers under PM Surya Ghar Scheme

# 50% exemption on Transmission & Distribution/Wheeling charges for Hybrid projects and GH2 & Derivatives

^Distribution Wheeling charges waived off for 12 years from COD and thereafter levied as block wise charges. The distribution/ wheeling charges for sale of power from BESS through OA shall be payable as per clause 5.7 of AP ICE Policy 2024

### Summary of incentives for RE Manufacturing Projects

Type of Project	Solar Mfg.	Wind Mfg.	Battery Mfg.	ElectrolyzerMfg
Concessional Land Lease	✓	✓	✓	✓
Stamp duty Waiver	X	X	✓	X
Capital Subsidies	✓	✓	✓	✓
Exemption on Transmission charges	✓	✓	X	X
Exemption on Wheeling charges	✓	✓	X	X
Power Cost	✓	✓	✓	✓
Electricity Duty	✓	✓	✓	✓
Other Open Access Charges	✓	✓	✓	X
Energy Banking	✓	✓	X	X
SGST	✓	✓	✓	✓
Other subsidies on power/ water, etc.,	✓	✓	✓	✓
Offtake guarantee	✓	✓	✓	X

## 16. Annexures

### 16.1. Application Format for Clean Energy Projects

#### 16.1.1. Application for Solar, Wind and Wind-SolarHybridProjects

<b>I. COMPANY DETAILS</b>	
1. Name of the Organization	
2. Regd. Office address with Telephone number	
3. Type of the Organization (Private / Public Ltd., Partnership firm etc.)	
4. Name of the Authorized Signatory (Board Resolution with Power of Attorney shall be enclosed)	
5. Email	
6. Mobile Number	
7. Present Activity / Business	
8. PAN No. (copy to be enclosed)	
9. GST No. (copy to be enclosed)	
10. Turnover of the Company in last three years in Crores (Attach copies of Annual Reports)	
11. Net Profit of the Company in last three years in Crores	
12. Net worth of the Company at the end of last financial year as per the Company's Act 2013 in Crores (Certificate from Chartered Accountant to be enclosed as per the format attached)	
13. Experience in executing Renewable Energy Power Projects in MW (Details shall be enclosed in a separate sheet)	
14. Experience in executing infrastructure projects	
15. Details of Joint Venture/Consortium if any (The information related to Lead Member and agreements if any shall be provided)	
<b>II. PROPOSED PROJECT (STANDALONE SOLAR/ WIND/WIND-SOLAR HYBRID) DETAILS</b>	
1. Capacity Proposed (in MW/ MW <sub>p</sub> )	
i. Wind Power	
ii. Solar Power (MW <sub>p</sub> DC / MW AC) with & without storage	
iii. Total Capacity in MW	
iv. Wind-Solar Hybrid Capacity (wherever applicable)	
v. CUF	
2. Details of Site(s)/ location/Topo sheet No. proposed for each of the sources – Solar/ Wind/Wind- SolarHybrid (location on topo sheet shall be attached)	
a) Name of the town/village(s)	
b) Mandal	

c) District	
d) Survey Nos.	
e) Land Extent Survey No. wise	
f) Total land (in acres) required for the project	
i Govt./ Revenue land Requirement (in Acres) as per the list	
ii Govt./ Revenue land Requirement (in Acres) apart from those identified in the list of land banks	
iii Private/ Patta land Requirement (in Acres)	
iv Forest Land (in Acres)	
v If forest land, any identified land for compensatory afforestation (CA)	
vi Assigned/ DKT Land (in Acres)	
vii Total land Required (in Acres)	
g) Coordinates of the Proposed Site(s)	
<b>III. OTHER DETAILS OF PROPOSED PROJECT</b>	
1. Solar/ Wind Technology used in the project	
2. Requirement of water (cusec.)	
3. Nearest sub-station details of CTU/APTRANSCO/DISCOM with voltage details of sub-station and the distance from the proposed project site	
4. Proposed Gross Capacity (AC & DC)	
5. Auxiliary Consumption (in MW)	
6. Net Capacity (in MW)	
7. Expected CUF – Individual/ Combined (%)	
8. Annual estimated power generation	
9. No. of hours of Round the Clock (RTC) Power envisaged if any	
10. Proposed power for captive use (in MW)	
11. Sale to Third Party (in MW)	
12. Sale to DISCOMs under competitive bidding/ Average pooled purchase cost – Details of each & respective energy source (in MW)	
13. Arrangements made if any for export of power (Details of agreements shall be enclosed) (in MW)	
14. Estimated project cost in crores	
15. Proposed sources of finance of the project	
16. Expected Employment Generation: Direct: Indirect:	
17. Any financial institution tie-up/ willingness letter to finance the project (Y/N) – If yes, please provide sanction letter, etc. for the	

proposed funding	
18. Whether Project Report is enclosed (Yes/No)	
<b>IV. DETAILS OF APPLICATION/PROCESSING FEE: (Non-refundable @ INR 25,000 per MW<sub>p</sub> +18% GST for Solar, @ INR 25,000 per MW +18% GST for Wind by way of Demand Draft, drawn in favour of NREDCAP Ltd, payable at Tadepalli, Guntur district)</b>	
1. Application fee (in INR)	
2. GST (in INR)	
3. Total amount (in INR)	
4. Demand draft /RTGS/NEFT No. & date	
5. Bank/Branch	
<b>V. PLANNED DURATION FOR COMPLETION OF THE PROJECT (in Months – Not greater than 24 months)</b>	
<b>VI. ANY OTHER DETAILS</b>	
1.	
2.	
3.	
<p><b>CHECK LIST (All applicable documents based on Solar/Wind/Wind - SolarHybrid)</b></p> <ol style="list-style-type: none"> <li>1. Certified copy of Registration Certificate and Memorandum of Articles of the Public/Private Ltd Company.</li> <li>2. If the company is in Joint Venture / Consortium, the information related to Lead Member and agreements if any shall be provided.</li> <li>3. Copy of PAN Card / DIN No.</li> <li>4. Copy of GST Registration</li> <li>5. Certified copy of the Authority conferring powers on the person(s) who are competent to execute the agreement with the NREDCAP, AP Transco / DISCOM</li> <li>6. Net Worth Certificate</li> <li>7. Annual report/Balance sheets of the company for the last three years</li> <li>8. Project Report covering all aspects of site location, feasibility of site, technical including SPV/Wind Technologies used &amp; supporting certificates from MNRE, financial and managerial capabilities, selection of equipment, proposed power evacuation arrangement, capital cost, means of finance, cost of generation, duration of plan for completion of the project, etc. along with Topo sheet indicating the location and boundaries of the proposed project area.</li> <li>9. WRA validated by National Institute of Wind Energy (NIWE) or WRA prepared by a reputed third party or Wind Power Density (WPD) map prepared by NIWE along with the Project Report</li> <li>10. Solar insolation/ PV System Data/ Energy Yield Report</li> <li>11. Details of experience in executing RE Power projects.</li> </ol>	

12. Details of experience in executing infrastructure projects.
13. Details of technical collaboration if any, in the area of RE Hybrid Power Projects and Energy Storage Projects
14. Applicable Fees & Charges with respect to Solar, Wind & Wind - Solar Hybrid are provided in Summary of Applicable Fees & Charges
15. Form – A (Annexure – 16.6)
16. Attach relevant documents required if any, as per the above application

**Note: The application completed in all respects along with related documents and non-refundable processing fee shall be considered as final submission of application. The capacity allotment or rejection of the proposal based on fulfilling the Technical and Financial criteria shall be at the sole discretion of NREDCAP/GoAP and the decision of NREDCAP/GoAP is final and binding.**

I/We certify that all information furnished is true to the best of my/our knowledge.

I/We agree that once the option is exercised, it shall be final and irrecoverable. I/We here by undertake to abide by the terms and conditions prescribed under the provisions of the AP Integrated Clean Energy (ICE) Policy 2024 and its operational guidelines.

Signature of the Authorised Representative with Seal

Date:

Place:

### 16.1.2. Application for Pumped Storage Projects

<b>I.</b>	<b>COMPANY DETAILS</b>	
1	Name of the Organization	
2	Regd. Office address with Telephone number	
3	Type of the Organization (Private / Public Ltd., Partnership firm etc.)	
4	Name of the Authorized Signatory (Board Resolution with Power of Attorney shall be enclosed)	
5	E Mail	
6	Mobile number of Authorized Person	
7	Present Activity / Business	
8	PAN No. (copy to be enclosed)	
9	GST No.(copy to be enclosed)	
10	Turnover of the Company in last three years in Crores (Attach copies of Annual Reports)	
11	Net Profit of the Company in last three years in Crores	
12	Net worth of the Company at the end of last financial year as per the Company's Act 2013 in Crores (Certificate from Chartered Accountant to be enclosed)	
13	Experience in executing Hydro Power/Pumped Storage Hydro Power (PSP) Projects in MW (Details shall be enclosed in a separate sheet)	
14	Experience in executing Renewable Energy (RE) Power Projects in MW (Details shall be enclosed in a separate sheet)	
15	Experience in executing Energy Storage Projects other than Hydro Power in MW (Details shall be provided in a separate sheet)	
16	Experience in executing infrastructure projects	
17	Details of Joint Venture/Consortium if any (The information related to Lead Member and agreements if any shall be provided)	
<b>II.</b>	<b>PROPOSED PUMPED STORAGE HYDRO POWER PROJECT DETAILS</b>	
1	Capacity of Pumped Storage Hydro Power Project	
2	Details of Site/ location/Topo sheet No. proposed (location on topo sheet shall be attached)	
	a) Name of the town/village(s)	
	b) Mandal	
	c) District	
	d) Survey Nos.	
	e) Land Extent Survey No. wise	
	f) Total land (in acres) required for the project	
	i. Govt./ Revenue land Requirement (in Acres) as per the list	

	ii. Govt./ Revenue land Requirement (in Acres) apart from those identified in the list of land banks	
	iii. Private/ Patta land Requirement (in Acres)	
	iv. Forest Land (in Acres)	
	v. If forest land, any identified land for compensatory afforestation (CA)	
	vi. Assigned/ DKT Land (in Acres)	
	vii. Total land Required (in Acres)	
3	Co-ordinates of the proposed site(s)	
4.	Details of water source	
5	Whether the Detailed Project Report is prepared, and TEC clearance is obtained from CEA? If so, details shall be enclosed along with copy of DPR.	
6	Requirement of Water in MCM and TMC and whether water allocation is received from the appropriate authority (if so, attach copy)	
7	No of turbines with capacity of each turbine	
8	Design Head (in Metres)	
9	Pumping Hours	
10	Generation Hours	
11	Cycle Efficiency	
12	Annual Power Generation (in GWH)	
13	Annual Power Requirement for Pumping (in GWH)	
14	Arrangements made or proposed for sourcing input power	
15	Inter connection point for evacuation of Power with voltage ratio	
16	Nearest CTU/ APTRANSCO/ DISCOM substation if the power is proposed to be exported through CTU/ APTRANSCO/ DISCOM substation (also indicate the voltage ratio of s/s and injection voltage level)	
17	Arrangements made if any for export of power	
18	Estimated project cost in Crores	
19	Sources of finance of the project	
20	Expected Employment Generation Direct: Indirect:	
21	Whether Detailed Project Report is enclosed (Yes/No)	
22	In case DPR is prepared/under preparation by NREDCAP, please indicate the details	
23	Whether agreed to reimburse/pay the Techno-Commercial Feasibility Report, Feasibility Report and DPR prepared/being prepared by NREDCAP and expenditure towards obtaining various clearances and cost of diversion of land as decided by Forest Department/Govt.of A.P.	
<b>III.</b>	<b>PLANED DURATION FOR COMPLETION</b>	

	<b>OF THE PROJECT (Bar chart shall be enclosed)</b>	
<b>IV.</b>	<b>ANY OTHER DETAILS</b>	
1		
2		
3		

**CHECK LIST (All applicable documents based on Solar/Wind/Wind - SolarHybrid)**

1. Certified copy of Registration Certificate and Memorandum of Articles of the Public/Private Ltd Company.
2. If the company is in Joint Venture / Consortium, the information related to Lead Member and agreements if any shall be provided.
3. Copy of PAN Card / DIN No.
4. Copy of GST Registration
5. Certified copy of the Authority conferring powers on the person(s) who are competent to execute the agreement with the NREDCAP, AP Transco / DISCOM
6. Net worth Certificate certified by Chartered Accountant
7. Annual report/Balance sheets of the company for the last three years
8. Detailed Project Report (DPR)
9. TEC from CEA.
10. Details of experience in executing RE Power projects.
11. Experience details if any, in the case of Pumped Hydro Storage Projects or Large Hydro Power Projects in MW
12. Details of experience in executing infrastructure projects
13. Experience details if any, in executing energy storage projects other than hydro projects in MW
14. Details of technical collaboration if any, in the area of PSP/Energy Storage Projects
15. Bar Chart of activities for completed projects by Developer
16. Applicable Fees & Charges with respect Pumped Hydro Projects are provided in Summary of Applicable Fees & Charges
17. Form – A (Annexure – 16.6)
18. Attach relevant documents required if any, as per the above application

**Note: The application completed in all respects along with related documents and non-refundable processing fee shall be considered as final submission of application. The capacity allotment or rejection of the proposal based on fulfilling the Technical and Financial criteria shall be at the sole discretion of NREDCAP/GoAP and the decision of NREDCAP/GoAP is final and binding.**



I/We certify that all information furnished is true to the best of my/our knowledge.

I/We agree that once the option is exercised, it shall be final and irrecoverable. I/We here by undertake to abide by the terms and conditions prescribed under the provisions of the AP Integrated Clean Energy (ICE) Policy 2024 and its operational guidelines.

Signature of the Authorised Representative with Seal

Date:

Place:

### 16.1.3. Application for Mini and Small Hydro

<b>I.</b>	<b>COMPANY DETAILS</b>	
1.	Name of the Organization	
2.	Regd. Office address with Telephone number	
3.	Type of the Organization (Private / Public Ltd., Partnership firm etc.)	
4.	Name of the Authorized Signatory (Board Resolution with Power of Attorney shall be enclosed)	
5.	E Mail	
6.	Mobile number of Authorized Person	
7.	Present Activity / Business	
8.	PAN No. (copy to be enclosed)	
9.	GST No.(copy to be enclosed)	
10.	Turnover of the Company in last three years in Crores (Attach copies of Annual Reports)	
11.	Net Profit of the Company in last three years in Crores	
12.	Net worth of the Company at the end of last financial year as per the Company's Act 2013 in Crores (Certificate from Chartered Accountant to be enclosed)	
13.	Experience in executing Mini and Small Hydro Power Projects/ Hydro Power Projects in MW (Details shall be enclosed in a separate sheet)	
14.	Experience in executing Renewable Energy (RE) Power Projects in MW (Details shall be enclosed in a separate sheet)	
15.	Experience in executing infrastructure projects	
16.	Details of Joint Venture/Consortium if any (The information related to Lead Member and agreements if any shall be provided)	
<b>II.</b>	<b>PROPOSED MINI AND SMALL HYDRO POWER PROJECT DETAILS</b>	
1.	Capacity of Mini and Small Hydro Power Project	
2.	Details of Site/ location/Topo sheet No. proposed (location on topo sheet shall be attached)	
	a) Name of the town/village(s)	
	b) Mandal	
	c) District	
	d) Survey Nos.	
	e) Land Extent Survey No. wise	
	f) Total land (in acres) required for the	

	project	
	i. Govt./ Revenue land Requirement (in Acres) as per the list	
	ii. Govt./ Revenue land Requirement (in Acres) apart from those identified in the list of land banks	
	iii. Private/ Patta land Requirement (in Acres)	
	iv. Forest Land (in Acres)	
	v. If forest land, any identified land for compensatory afforestation (CA)	
	vi. Assigned/ DKT Land (in Acres)	
	vii. Total land Required (in Acres)	
3.	Co-ordinates of the proposed site(s)	
4.	Details of water source	
5.	Design Head	
6.	Annual Power Generation (in GWH)	
7.	Inter connection point for evacuation of Power with voltage ratio	
8.	Nearest APTRANSCO/ DISCOM substation if the power is proposed to be exported through APTRANSCO/ DISCOM substation (also indicate the voltage ratio of s/s and injection voltage level)	
9.	Estimated project cost in Crores	
10.	Sources of finance of the project	
11.	Expected Employment Generation Direct: Indirect:	
12.	Whether Detailed Project Report is enclosed (Yes/No)	
<b>III.</b>	<b>ANY OTHER DETAILS</b>	
1		
2		
3		

### **CHECK LIST (All applicable documents based on Mini and Small Hydro)**

1. Certified copy of Registration Certificate and Memorandum of Articles of the Public/Private Ltd Company.
2. If the company is in Joint Venture / Consortium, the information related to Lead Member and agreements if any shall be provided.
3. Copy of PAN Card / DIN No.
4. Copy of GST Registration
5. Certified copy of the Authority conferring powers on the person(s) who are competent to execute the agreement with the NREDCAP, AP Transco / DISCOM

6. Net worth Certificate certified by Chartered Accountant
7. Annual report/Balance sheets of the company for the last three years
8. Detailed Project Report (DPR)
9. Details of experience in executing RE Power projects.
10. Details of experience in executing infrastructure projects
11. Experience details if any, in the case of Small and Mini Hydro Projects, Pumped Hydro Storage Projects or Large Hydro Power Projects in MW
12. Details of technical collaboration if any, in the area of Mini and Small Hydro Projects/Hydro Projects/ PSP
13. Applicable Fees & Charges with respect Mini & Small Hydro are provided in Summary of Applicable Fees & Charges
14. Form – A (Annexure – 16.6)
15. Attach relevant documents required if any, as per the above application

**Note: The application completed in all respects along with related documents and non-refundable processing fee shall be considered as final submission of application. The capacity allotment or rejection of the proposal based on fulfilling the Technical and Financial criteria shall be at the sole discretion of NREDCAP/GoAP and the decision of NREDCAP/GoAP is final and binding.**

I/We certify that all information furnished is true to the best of my/our knowledge.

I/We agree that once the option is exercised, it shall be final and irrecoverable. I/We here by undertake to abide by the terms and conditions prescribed under the provisions of the AP Integrated Clean Energy (ICE) Policy 2024 and its operational guidelines.

Signature of the Authorised Representative with Seal

Date:

Place:

#### 16.1.4. Application for Battery Energy Storage Systems

<b>I.</b>	<b>COMPANY DETAILS</b>	
1	Name of the Organization	
2	Regd. Office address with Telephone number	
3	Type of the Organization (Private / Public Ltd., Partnership firm etc.)	
4	Name of the Authorized Signatory (Board Resolution with Power of Attorney shall be enclosed)	
5	E Mail	
6	Mobile number of Authorized Person	
7	Present Activity / Business	
8	PAN No. (copy to be enclosed)	
9	GST No. (copy to be enclosed)	
10	Turnover of the Company in last three years in Crores (Attach copies of Annual Reports)	
11	Net Profit of the Company in last three years in Crores	
12	Net worth of the Company at the end of last financial year as per the Company's Act 2013 in Crores (Certificate from Chartered Accountant to be enclosed)	
13	Experience in executing Renewable Energy (RE) Power Projects in MW (Details shall be enclosed in a separate sheet)	
14	Experience in executing infrastructure projects	
15	Details of Joint Venture/Consortium if any (The information related to Lead Member and agreements if any shall be provided)	
<b>II.</b>	<b>PROPOSED BATTERY ENERGY STORAGE SYSTEM PROJECT DETAILS</b>	
1	Capacity of Battery Energy Storage System Project	
2	Primary business case of BESS Project	
3	Does the Developer intend to participate in in the High Price Day-Ahead Market (HP-DAM) segment of the Energy Exchange? (Yes/No)	
4	Market model of BESS Project (cost plus model, competitive bidding, SAAS)	
5	Details of Site/ location/Topo sheet No. proposed (location on topo sheet shall be attached)	
	a) Name of the town/village(s)	
	b) Mandal	
	c) District	
	d) Survey Nos.	
	e) Land Extent Survey No. wise	

	f) Total land (in acres) required for the project	
	i. Govt./ Revenue land Requirement (in Acres) as per the list	
	ii. Govt./ Revenue land Requirement (in Acres) apart from those identified in the list of land banks	
	iii. Private/ Patta land Requirement (in Acres)	
	iv. Assigned/ DKT Land (in Acres)	
	v. Total land Required (in Acres)	
6	Co-ordinates of the proposed site(s)	
7	Arrangements made or proposed for sourcing input power	
8	Inter connection point for evacuation of Power with voltage ratio	
9	Nearest CTU/ TRANSCO/ DISCOM substation if the power is proposed to be exported through CTU/ TRANSCO/ DISCOM substation (also indicate the voltage ratio of s/s and injection voltage level)	
10	Arrangements made if any for export of power	
11	Estimated project cost in Crores	
12	Sources of finance of the project	
13	Expected Employment Generation Direct: Indirect:	
14	Whether Detailed Project Report is enclosed (Yes/No)	
III.	<b>PLANED DURATION FOR COMPLETION OF THE PROJECT (Bar chart shall be enclosed)</b>	
IV.	<b>ANY OTHER DETAILS</b>	
1		
2		
3		

#### **CHECK LIST (All applicable documents)**

1. Certified copy of Registration Certificate and Memorandum of Articles of the Public/Private Ltd Company.
2. If the company is in Joint Venture / Consortium, the information related to Lead Member and agreements if any shall be provided.
3. Copy of PAN Card / DIN No.
4. Copy of GST Registration
5. Certified copy of the Authority conferring powers on the person(s) who are competent to execute the agreement with the NREDCAP, AP Transco / DISCOM
6. Net worth Certificate certified by Chartered Accountant

7. Annual report/Balance sheets of the company for the last three years
8. Details of experience in executing RE Power projects.
9. Experience details if any, in executing energy storage projects
10. Bar Chart of activities for completion of project
11. Detailed Project Report (DPR)
12. Applicable Fees & Charges with respect BESS are provided in Summary of Applicable Fees & Charges
13. Form – A (Annexure – 16.6)
14. Attach relevant documents required if any, as per the above application

**Note: The application completed in all respects along with related documents and non-refundable processing fee shall be considered as final submission of application. The capacity allotment or rejection of the proposal based on fulfilling the Technical and Financial criteria shall be at the sole discretion of NREDCAP/GoAP and the decision of NREDCAP/GoAP is final and binding.**

I/We certify that all information furnished is true to the best of my/our knowledge.

I/We agree that once the option is exercised, it shall be final and irrecoverable. I/We here by undertake to abide by the terms and conditions prescribed under the provisions of the AP Integrated Clean Energy (ICE) Policy 2024 and its operational guidelines.

Signature of the Authorised Representative with Seal

Place:

Date

### 16.1.5. Application for Electric Vehicles Charging Infrastructure

S. No.	Details	Please enter information below
<b>I.</b>	<b>COMPANY DETAILS</b>	
1.	Name of the Applicant / Organisation	
2.	Company registered under	Indian Companies Act, 2013
3.	Address	
4.	Office Phone Number	
5.	Email ID	
6.	Contact Person Details	
a.	Name of Primary SPOC	
b.	Designation	
c.	Phone Number	
d.	Email ID	
e.	Name of Secondary SPOC	
f.	Designation	
g.	Phone Number	
h.	Email ID	
7.	PAN Number	
8.	GST Number (copy to be enclosed)	
9.	Present activity / business carried out by the applicant / organisation	
10.	<p>Please provide details of the turnover of the applicant / organisation over the last 3 Financial Years (copies of the Profit and Loss accounts, Balance Sheet / Annual Report to be enclosed).</p> <p>In case of new entrepreneur, a fulfilment certificate obtained from Chartered Account shall be furnished.</p>	
<b>II.</b>	<b>LOCATION DETAILS</b>	
1.	Location of proposed site with details	
2.	Land details of the Charging Station site	
a.	Name of Village / Area	



b.	Mandal	
c.	District	
d.	Pin Code	
e.	Survey Nos.	
f.	Land Extent Survey No. wise	
g.	Geographical Coordinates of Location	
h.	Type of Land Ownership	
<b>III.</b>	<b>NEAREST SUBSTATION DETAILS</b>	
1.	DISCOM/ TRANSCO (if DISCOM, specify name)	
2.	Name of Substation	
3.	Address of Substation	
4.	Voltage Level of Substation	
5.	Distance from Proposed Charging Station in kms	
<b>IV.</b>	<b>PROPOSED GROSS CAPACITY OF CHARGING STATION (kW)</b>	
1.	Type of Charger	
2.	Number of Chargers	
3.	Capacity of each Charger / Swapping Station	
4.	Number of Guns for each Charger / Swapping Station	
5.	Details of Certificate from designated Testing Labs to the Charging Infrastructure	
6.	Details of Network Service Provider (NSP)	
7.	Past Experience in Installation of EVCI	
8.	Total Number of PCS installed in the State & Outside the State	
<b>V.</b>	<b>PROJECT DETAILS</b>	
1.	Estimated Cost of the Proposed Project (INR)	
2.	Expected Employment Generation Direct: Indirect:	
3.	Planned Duration for Commissioning of the Project (Months)	

**NREDCAP Bank Details:**

New and Renewable Energy Development Corporation of AP Ltd.

**Bank:** State Bank of India

**Account No.:** 5218 8926 870

**IFSC:** SBIN0012870

<b>VI.</b>	<b>DETAILS OF REGISTRATION FEE REMITTED (AS PER Annexure – 16.20)</b>	
1.	Amount Paid	
2.	Mode of Payment	Demand Draft
3.	Transaction Details	
a.	Name of Bank	
b.	Payment Reference Number	
c.	Date of Transaction	
<b>VII.</b>	<b>DECLARATION</b>	
	I / We certify that all information furnished is true to the best of our knowledge.	
	I / We abide by the rules and regulations, terms and conditions laid down by NREDCAP, CEIG, APDISCOM, Local Urban / Rural Government or other Government Departments.	
	I / We will submit the required information periodically and give access to online data of our charging station.	
<b>VIII.</b>	<b>ENCLSOURES</b>	
	Certified copy of Registration Certificate.	
	Copy of PAN Card / DIN No.	
	Copy of GST Registration	
	Certified copy of the Authority confirming powers on the person(s) who are comptent to execute the MoU / agreement with NREDCAP / DISCOM.	
	Registration fee by way of Demand Draft, drawn in favour of NREDCAP Ltd., payable at Tadepalli.	
	Certificate from authorised laboratories for charging equipment.	
	Any other relevant information related to proposed Charging Stations.	
	Layout of Charging Infrastructure	
	The above documents in soft copy may be furnished to <a href="mailto:evci@nredcap.in">evci@nredcap.in</a> after submitting the application online and hard copies to Head Office, NREDCAP.	

**Note:** SNA shall conduct a comprehensive review of the application to ascertain whether the proposed project meets the criteria for a Public Charging Station (PCS) in accordance with the Guidelines for Installation and Operation of Electric Vehicle Charging Infrastructure-2024 issued

*by the Ministry of Power (MoP) on 17.09.2024, including any subsequent amendments. It is important to note that all incentives under this policy are exclusively available to PCS and do not extend to private charging stations.*

**Declaration:**

I/We certify that all information furnished is true to the best of my/our knowledge.

I/We agree that once the option is exercised, it shall be final and irrecoverable. I/We here by undertake to abide by the terms and conditions prescribed under the provisions of the AP Integrated Clean Energy (ICE) Policy 2024 and its operational guidelines.

Signature of the Authorised Representative with Seal

Place:

Date:

### 16.1.6. Application for Green Hydrogen& Its Derivatives

<b>I.</b>	<b>COMPANY DETAILS</b>	
1.	Name of the Organization	
2.	Regd. Office address with Telephone number	
3.	Type of the Organization (Private / Public Ltd., Partnership firm etc.)	
4.	Name of the Authorized Signatory (Board Resolution with Power of Attorney shall be enclosed)	
5.	E Mail	
6.	Mobile number of Authorized Person	
7.	Present Activity / Business	
8.	PAN No. (copy to be enclosed)	
9.	GST No.(copy to be enclosed)	
10.	Turnover of the Company in last three years in Crores (Attach copies of Annual Reports)	
11.	Net Profit of the Company in last three years in Crores	
12.	Net worth of the Company at the end of last financial year as per the Company's Act 2013 in Crores (Certificate from Chartered Accountant to be enclosed)	
13.	Experience in executing Renewable Energy (RE) Power Projects in MW (Details shall be enclosed in a separate sheet)	
14.	Experience in executing infrastructure projects	
15.	Details of Joint Venture/Consortium if any (The information related to Lead Member and agreements if any shall be provided)	
16.	Details of Renewable Energy Manufacturing facility existing in the AP State. Complete details like Year of establishment, Production capacity, investment, employment created both direct/in-direct, etc., shall be provided separately)	
<b>II.</b>	<b>PROPOSED GREEN HYDROGEN &amp; ITS DERIVATIVES PROJECT DETAILS</b>	
1.	Capacity of Green Hydrogen & Its Derivatives Project (KTPA)	
2.	Details of Site/ location/Topo sheet No. proposed (location on topo sheet shall be attached)	
	a) Name of the town/village(s)	
	b) Mandal	
	c) District	
	d) Survey Nos.	
	e) Land Extent Survey No. wise	
	f) Total land (in acres) required for the	

	project	
	i. Govt./ Revenue land Requirement (in Acres) as per the list	
	ii. Govt./ Revenue land Requirement (in Acres) apart from those identified in the list of land banks	
	iii. Private/ Patta land Requirement (in Acres)	
	iv. Assigned/ DKT Land (in Acres)	
	v. Total land Required (in Acres)	
3.	Co-ordinates of the proposed site(s)	
4.	Details of water source	
5.	Requirement of Water in MLD or KLPD and whether water allocation is received from the appropriate authority (if so attach copy)	
6.	Annual GH Generation (in KTPA)	
7.	Arrangements made or proposed for sourcing input power	
8.	Estimated project cost in Crores	
9.	Sources of finance of the project	
10.	Whether Project Report is enclosed (Yes/No)	
<b>III.</b>	<b>PROPOSED CAPTIVE SOLAR/WIND/WIND - SOLARHYBRID PROJECT DETAILS IF ANY</b>	
1.	Capacity Proposed (in MW/ MW <sub>p</sub> )	
2.	Wind Power Solar Power (MW <sub>p</sub> DC / MW AC) with & without storage Total Capacity in MW	
3.	Details of Site(s)/ location/Topo sheet No. proposed for each of the sources – Solar/wind/ Wind - Solar hybrid (location on topo sheet shall be attached)	
4.	Name of the town/village(s)	
5.	Mandal	
6.	District	
7.	Survey Nos.	
8.	Land Extent Survey No. wise	
9.	Total land (in acres) required for the project	
10.	Govt. land Requirement (in Acres) as per the list	
11.	Govt. land Requirement (in Acres) apart from those identified in the list of land banks	
12.	Private land Requirement (in Acres)	
13.	Assigned/ DKT Land (in Acres)	
14.	Total land Required (in Acres)	
15.	Total land acquired (in Acres)	
16.	Need for land conversion for land	
17.	Does the project need GoAP for providing land? (Y/N)	

18.	Coordinates of the Proposed Site(s)	
<b>IV.</b>	<b>DETAILS OF THE PROPOSED CAPTIVE PROJECT</b>	
1.	Solar/ Wind Technology used in the project	
2.	Requirement of water (cusec.)	
3.	Nearest sub-station details of CTU/ APTRANSCO/DISCOM with voltage details of sub-station and the distance from the proposed project site	
4.	Proposed Gross Capacity (AC & DC)	
5.	Auxiliary Consumption	
6.	Net Capacity	
7.	Expected CUF – Individual/ Combined (%)	
8.	No. of hours of Round the Clock (RTC) Power envisaged if any	
9.	Estimated project cost in crores	
10.	Proposed sources of finance of the project	
11.	Any financial institution tie-up/ willingness letter to finance the project (Y/N) – If yes, please provide letter, etc. for the proposed funding	
12.	Expected Employment Generation Direct: Indirect:	
13.	Whether Project Report is enclosed (Yes/No)	
<b>V.</b>	<b>DETAILS OF APPLICATION FEE:</b> (Non-refundable @ INR.25,000/- per KTPA & INR.25,000/- per MW (or MW <sub>p</sub> ) for Captive Solar/Wind Projects by way of Demand Draft, drawn in favour of NREDCAP Ltd, payable at Tadepalli, Guntur district)	
1	Application Fee (in INR)	
2	GST (in INR)	
3	Total amount (in INR)	
4	Demand draft No. & date /RTGS/NEFT details	
5	Bank/Branch	
<b>VI.</b>	<b>ANY OTHER DETAILS</b>	
1		
2		

**CHECK LIST (All applicable documents based on Green Hydrogen & its derivatives and Captive Solar/Wind/Wind - SolarHybrid Projects)**

1. Certified copy of Registration Certificate and Memorandum of Articles of the Public/Private Ltd Company.
2. If the company is in Joint Venture / Consortium, the information related to Lead Member and agreements if any shall be provided.
3. Copy of PAN Card / DIN No.
4. Copy of GST Registration
5. Certified copy of the Authority conferring powers on the person(s)
6. Net worth Certificate certified by Chartered Accountant
7. Annual report/Balance sheets of the company for the last three years
8. Detailed Project Report
9. Details of experience in executing RE Power projects.
10. Details of experience in executing infrastructure projects
11. Details of technical collaboration if any, in the area of RE Hybrid Power Projects and Energy Storage Projects
12. Applicable Fees & Charges with respect to Green Hydrogen & its derivatives are provided in Summary of Applicable Fees & Charges
13. Form – A (Annexure – 16.6)
14. Attach relevant documents required if any, as per the above application

**Note: The application completed in all respects along with related documents and non-refundable processing fee shall be considered as final submission of application. The capacity allotment or rejection of the proposal based on fulfilling the Technical and Financial criteria shall be at the sole discretion of NREDCAP/GoAP and the decision of NREDCAP/GoAP is final and binding.**

I/We certify that all information furnished is true to the best of my/our knowledge.

I/We agree that once the option is exercised, it shall be final and irrecoverable. I/We here by undertake to abide by the terms and conditions prescribed under the provisions of the AP Integrated Clean Energy (ICE) Policy 2024 and its operational guidelines.

Signature of the Authorised Representative with Seal

Date:

Place:

### 16.1.7. Application for Biofuels

	<b>COMPANY DETAILS</b>	
1.	Name of the Organization	
2.	Regd. Office address with Telephone number	
3.	Type of the Organization (Private / Public Ltd., Partnership firm etc.)	
4.	Name of the Authorized Signatory (Board Resolution with Power of Attorney shall be enclosed)	
5.	E Mail	
6.	Mobile number of Authorized person	
7.	Present Activity / Business	
8.	PAN No. (copy to be enclosed)	
9.	GST No.(copy to be enclosed)	
10.	Turnover of the Company in last three years in Crores (Attach copies of Annual Reports)	
11.	Net Profit of the Company in last three years in Crores	
12.	Net worth of the Company at the end of last financial year as per the Company's Act 2013 in Crores (Certificate from Chartered Accountant to be enclosed)	
13.	Experience in executing Renewable Energy (RE) Power Projects in MW (Details shall be enclosed in a separate sheet)	
14.	Experience in executing infrastructure projects	
15.	Details of Joint Venture/Consortium if any (The information related to Lead Member and agreements if any shall be provided)	
16.	Details of Renewable Energy Manufacturing facility existing in the AP State. Complete details like Year of establishment, Production capacity, investment, employment created both direct/in-direct, etc., shall be provided separately)	
<b>II.</b>	<b>PROPOSED BIOFUELS PROJECT DETAILS</b>	
1.	Capacity of Biofuel Project Ethanol (KLPD) Compressed biogas (TPD)  Attached a detailed project report.	
2.	Technology (1G/2G)	
3.	Details of Site/ location/Topo sheet No. proposed (location on topo sheet shall be attached)	
	a) Name of the town/village(s)	
	b) Mandal	
	c) District	
	d) Survey Nos.	
	e) Land Extent Survey No. wise	



	f) Total land (in acres) required for the project	
	i. Govt./ Revenue land Requirement (in Acres) as per the list	
	ii. Govt./ Revenue land Requirement (in Acres) apart from those identified in the list of land banks	
	iii. Private/ Patta land Requirement (in Acres)	
	iv. Forest Land (in Acres)	
	v. If forest land, any identified land for compensatory afforestation (CA)	
	vi. Assigned/ DKT Land (in Acres)	
	vii. Total land Required (in Acres)	
4.	Need for land conversion for land	
5.	Does the project need GoAP for providing land? (Y/N)	
6.	Co-ordinates of the proposed site(s)	
7.	Details of water source	
8.	Requirement of Water in MLD or KLPD and whether water allocation is received from the appropriate authority (if so attach copy)	
9.	Annual biofuel plant generation Ethanol (KLPD) Compressed biogas (TPD)	
10.	Arrangements made or proposed for sourcing input power	
11.	Nearest CTU/ APTRANSCO/ DISCOM substation if the power is proposed to be exported through CTU/ APTRANSCO/ DISCOM substation (also indicate the voltage ratio of s/s and injection voltage level)	
12.	Estimated project cost in Crores	
13.	Proposed sources of finance of the project	
14.	Any financial institution tie-up/ willingness letter to finance the project (Y/N) – If yes, please provide letter, etc. for the proposed funding	
15.	Expected Employment Generation Direct: Indirect:	
16.	Whether Project Report is enclosed (Yes/No)	
III.	<b>DETAILS OF APPLICATION FEE:</b> (Non-refundable @ INR.25,000/- per KLPD/ TPD capacity by way of Demand Draft, drawn in favour of NREDCAP Ltd, payable at Tadepalli, Guntur district)	
1	Application Fee (in INR)	
2	GST (in INR)	
3	Total amount (in INR)	
4	Demand draft No. & date /RTGS/NEFT details	
5	Bank/Branch	
IV.	<b>ANY OTHER DETAILS</b>	

1		
2		
3		

**CHECK LIST (All applicable documents based on Biofuels Projects)**

1. Certified copy of Registration Certificate and Memorandum of Articles of the Public/Private Ltd Company.
2. If the company is in Joint Venture / Consortium, the information related to Lead Member and agreements if any shall be provided.
3. Copy of PAN Card / DIN No.
4. Copy of GST Registration
5. Certified copy of the Authority conferring powers on the person(s) who are competent to execute the agreement with the NREDCAP, AP Transco / DISCOM
6. Net worth Certificate certified by Chartered Accountant
7. Annual report/Balance sheets of the company for the last three years
8. Detailed Project Report
9. Details of experience in executing RE Power projects.
10. Details of experience in executing infrastructure projects
11. Details of technical collaboration if any, in the area of Biofuel Projects
12. Applicable Fees & Charges with respect Biofuels are provided in Summary of Applicable Fees & Charges
13. Form – A (Annexure – 16.6)
14. Attach relevant documents required if any, as per the above application

**Note: The application completed in all respects along with related documents and non-refundable processing fee shall be considered as final submission of application. The capacity allotment or rejection of the proposal based on fulfilling the Technical and Financial criteria shall be at the sole discretion of NREDCAP/GoAP and the decision of NREDCAP/GoAP is final and binding.**

I/We certify that all information furnished is true to the best of my/our knowledge.

I/We agree that once the option is exercised, it shall be final and irrecoverable. I/We here by undertake to abide by the terms and conditions prescribed under the provisions of the AP Integrated Clean Energy (ICE) Policy 2024 and its operational guidelines.

Signature of the Authorised Representative with Seal

Date:

Place:

## 16.2. Application for RE Manufacturing Projects

<b>I.</b>	<b>COMPANY DETAILS</b>	
1.	Name of the Organization	
2.	Regd. Office address with Telephone number	
3.	Type of the Organization (Private / Public Ltd., Partnership firm etc.)	
4.	Name of the Authorized Signatory (Board Resolution with Power of Attorney shall be enclosed)	
5.	E Mail	
6.	Mobile number of Authorized Person	
7.	Present Activity / Business	
8.	CIN No. (copy to be enclosed)	
9.	PAN No. (copy to be enclosed)	
10.	GST No. (copy to be enclosed)	
11.	Turnover of the Company in last three years in Crores (Attach copies of Annual Reports)	
12.	Net Profit of the Company in last three years in Crores	
13.	Net worth of the Company at the end of last financial year as per the Company's Act 2013 in Crores (Certificate from Chartered Accountant to be enclosed)	
14.	Experience in Manufacturing of Solar Panels/Wind Turbines/Batteries and (Details shall be enclosed in a separate sheet)	
15.	Experience in executing infrastructure projects	
16.	Details of Joint Venture/Consortium if any (The information related to Lead Member and agreements if any shall be provided)	
17.	Details of Renewable Energy Manufacturing facility existing in the AP State. Complete details like Year of establishment, Production capacity, investment, employment created both direct/in-direct, etc., shall be provided separately)	
<b>II.</b>	<b>PROPOSED MANUFACTURING PROJECT DETAILS</b>	
1.	Name of the Proposed Project	
2.	Type of Renewable Energy Technology ( <i>Enclose Details of the Technology Planned</i> )  <ul style="list-style-type: none"> <li>Metallurgical grade silicon, polysilicon, ingots, wafers, solar cells (<i>extent of backward integration in the value chain</i>)</li> </ul>	

	<ul style="list-style-type: none"> <li>Solar Panels (<i>Specify type: Monocrystalline, Polycrystalline, Thin-Film</i>)</li> <li>Wind Turbines (<i>Specify type: Horizontal Axis, Vertical Axis</i>)</li> <li>Batteries for Energy Storage (<i>Specify type: Lithium-Ion, Lead-Acid, Flow Batteries</i>)</li> <li>Others (<i>Please Specify</i>)</li> </ul>	
3.	Project Details (Capacity of the Proposed Projects, Phase wise Plan)  Phase – I Phase – II Phase – III	
4.	Project Expected Start Date (Phase-wise Plan)	
5.	Expected Completion Date (Phase-wise Plan)	
6.	Whether Detailed Project Report is enclosed (Yes/No)	
<b>III.</b>	<b>TECHNICAL SPECIFICATIONS OF THE PROJECT</b>	
1.	Solar Cells <ul style="list-style-type: none"> <li>Type (Topcon, MONOPERC)</li> <li>Extent of backward integration in the value chain</li> <li>Capacity (MW<sub>p</sub>)/ Year</li> <li>Efficiency Ratings</li> <li>Expected Lifespan</li> </ul>	
2.	SolarPanels <ul style="list-style-type: none"> <li>Type (<i>Monocrystalline, Polycrystalline, Thin-Film etc.,</i>)</li> <li>Capacity (MW<sub>p</sub>)/ Year</li> <li>Efficiency Ratings</li> <li>Expected Lifespan of the Panel</li> </ul>	
3.	Wind Turbines <ul style="list-style-type: none"> <li>Type (<i>Horizontal Axis, Vertical Axis</i>)</li> <li>Capacity (MW)/ Year</li> <li>Efficiency Ratings</li> <li>Expected Lifespan of the Turbine</li> </ul>	
4.	Batteries for Energy Storage <ul style="list-style-type: none"> <li>Type (<i>Lithium-Ion, Lead-Acid, Flow Batteries</i>)</li> <li>Capacity (MWh)/ Year</li> <li>Efficiency Ratings</li> <li>Expected Lifespan of the Turbine</li> </ul>	
<b>IV.</b>	<b>RESOURCE REQUIREMENTS</b>	
1.	Land Requirements	
	Total Area (Acres/hectares)	
	Land Ownership Status (Owned, Leased)( <i>Please provide the details</i> )	
	Any Land Parcel Identified by the entity ( <i>Please</i>	

	<i>provide the details)</i>	
2.	Water Requirements	
	Source of Water (Groundwater, Irrigation, Others)	
	Estimated Water Usage (Liters/day) (Phase-wise Plan)	
3.	Electricity Requirements	
	Source of Electricity (Captive/ Open Access/ DISCOM)	
	Estimated Load Requirement (MW) (Phase wise) (Detailed Phase wise load requirement plan)	
<b>V.</b>	<b>ENVIRONMENTAL IMPACT</b>	
1.	Environmental Impact Assessment (EIA) of proposed project <ul style="list-style-type: none"> <li>• Summary of Findings</li> <li>• Mitigation Measures</li> </ul>	
2.	Waste Management Plan (Detailed waste management plan)	
<b>VI.</b>	<b>FINANCIAL INFORMATION</b>	
1.	Total Project Cost (INR Cr.)	
2.	Funding Sources <ul style="list-style-type: none"> <li>• Equity</li> <li>• Debt</li> <li>• Grants/Subsidies</li> <li>• PLI Applicability (Y/N)</li> <li>Capacity allocated under PLI</li> <li>PLI Amount</li> </ul>	
3.	Expected Employment Generation	
<b>VII.</b>	<b>OPERATIONAL PLAN</b>	
1.	Manufacturing Process Description (Phase Wise) <ul style="list-style-type: none"> <li>• Key Steps</li> <li>• Technology Used</li> </ul>	
2.	Workforce Requirements (Phase Wise) <ul style="list-style-type: none"> <li>• Number of Employees</li> <li>• Skill Levels Required</li> </ul>	
3.	Permits & Licenses <ul style="list-style-type: none"> <li>• Construction Permits</li> <li>• Environmental Permits</li> <li>• Operational Licenses</li> <li>• Compliance with Local, State, and National Regulations</li> </ul>	
4.	Project Implementation Timeline (Provide Phase wise details from planning to operationalization of the project)	
5.	Employment (Phase -Wise) (Shall be considered Disbursement of incentives shall be	
<b>CHECK LIST (All applicable documents related to RE Manufacturing Projects)</b>		
1. Certified copy of Registration Certificate and Memorandum of Articles of the Public/Private Ltd		

Company.

2. If the company is in Joint Venture / Consortium, the information related to Lead Member and agreements if any shall be provided.
3. Copy of PAN Card / DIN No./CIN No.
4. Copy of GST Registration
5. Certified copy of the Authority conferring powers on the person(s) who are competent to execute the agreement with the NREDCAP, AP Transco / DISCOM
6. Net worth Certificate certified by Chartered Accountant
7. Annual report/Balance sheets of the company for the last three years
8. Project Report covering all aspects of site location, technical feasibility, financial and managerial capabilities, proposed power evacuation arrangement, capital cost, duration of plan for completion of the project, etc. along with Topo sheet indicating the location and boundaries of the proposed project area.
9. Details of experience in executing RE Power projects.
10. Details of experience in executing infrastructure projects
11. Form – A
12. Attach relevant documents required if any, as per the above application

**Note: The application completed in all respects along with related documents and non-refundable processing fee shall be considered as final submission of application. The capacity allotment or rejection of the proposal based on fulfilling the Technical and Financial criteria shall be at the sole discretion of NREDCAP/GoAP and the decision of NREDCAP/GoAP is final and binding.**

I/We certify that all information furnished is true to the best of my/our knowledge.

I/We agree that once the option is exercised, it shall be final and irrecoverable. I/We here by undertake to abide by the terms and conditions prescribed under the provisions of the AP Integrated Clean Energy (ICE) Policy 2024 and its operational guidelines.

Signature of the Authorised Representative with Seal

Place:

Date:

**Following details have to be captured in the DPRs for RE Manufacturing Projects, Green Hydrogen and its derivatives and Biofuel projects.**

- Company profile
  - Financial Information
  - Growth Strategy
- Project Information
  - Nature and Scope of the Project
  - Production Value Chain
  - Manufacturing/ Production Capacity
  - Technical Collaborations if any
  - Raw Materials & Proposed Technology involved in the value chain
    - Raw Materials
    - Technology
- Project Cost & Capital Structure
  - Phase wise project cost and funding plans
  - Phase wise project timelines
- Resource Requirement
  - Land Requirement
  - Electricity Requirement
  - Water Requirement
  - Zero Waste & Sewage Treatment Requirement
  - Phase wise Manpower Requirement
- Market Enablers
  - Market enablers of specific RE Manufacturing project which includes demand drivers, Demand-Supply Scenario and competition.
- Risk Factors – Economic, Social, Technology, Legal, Environmental, Business & Operational Risks
- Sustainability Plans
- Contribution to the State
  - Benefits out of this project.
  - Investments
  - Employment Generation

## Indicative List of Approvals Required for Manufacturing Projects

### Central Government Approvals

S. No.	Approvals (GoI)	Ministry/Department
1	Permanent Account Number (PAN)	Central Board of Direct Taxes
2	Excise Tax Registration	Central Board of Excise and Customs
3	Service Tax Registration	
4	Industrial Entrepreneur Memorandum	DIPP, Ministry of Commerce & Industry
5	Industrial License	
6	Employer Registration	Employee Provident Fund Organization
7	Importer Exporter Code	Directorate General of Foreign Trade
8	Name Availability of the organization	Ministry of Corporate Affairs
9	Director Identification Number (DIN)	
10	Certificate of Incorporation	
11	Certificate for Commencement of Business	
12	Foreign collaboration - General Permission Rule (Reporting of Forex Transaction)	Reserve Bank of India
13	Advance Foreign Remittance	
14	ESIC Filing	Employee State Insurance Corporation
15	Annual return by the companies (under section 92 of Company's Act 1956 or 2013)	Ministry of Corporate Affairs
16	Environmental Clearance	Ministry of Environment, Forest and Climate Change
17	Issue of Explosive license	The Petroleum and Explosives Safety Organization
18	Custom Duty Concession Certificate	Central Board of Excise and Customs
19	Approval of pressure parts materials for Boilers made outside the country under Regulation 393 (b) of the Indian Boiler Regulations, 1950.	DIPP, Ministry of Commerce & Industry
20	Miscellaneous approvals/clarifications under the Boilers Act, 1923/ Indian Boiler Regulations, 1950	DIPP, Ministry of Commerce & Industry
21	Essentiality Certificate for projects in Consumer Industry	DIPP, Ministry of Commerce & Industry
22	Essentiality Certificate for projects in Light Engineering Industry	DIPP, Ministry of Commerce & Industry



List of Approvals required during Pre-Establishment Stage

S.No.	Name of the Clearance / Approval	Department	Permissible Time Limits
1	Power Feasibility certificate/sanction of power supply Power Connection	DISCOM-Department of Energy	7 days -To be based on the length of the HT line
2	Electrical Inspectorate statutory approval for drawings	Chief Electrical Inspectorate-Department of Energy	7 days
3	Building /Site Permission /Approval/License from Municipality/ UDA/ DT&CP/	Department of Municipal Administration & Urban Development	7 days
4	Building /Site Permission from Gram Panchayat	Department of Panchayati Raj & Rural Development	15 days / Deemed
5(i)	Approval for water supply from ULB s-MA & UD Department	Department of Municipal Administration & Urban Department	7 days
	Water Connection		21 days
5(ii)	Permission to draw water from river/public tanks, Irrigation & CAD Department Permission to dig new wells from Ground Water Department	Irrigation & CAD Department	15 days
6	Factory Plan Approval	Directorate of Factories-Department of Labour Employment Training and Factories	7 days
7	Fire-No Objection Certificate	Directorate of Fire Services-Department of Home	15 days
8	Registration for VAT, CST	Commercial Tax-Department of Revenue	3 days
9	Consent for Establishment	APPCB	
	a) Green Category		7 days
	b) Orange Category		15 days
	c) Red Category		21 days
10	Approval of change of land use for Industrial purpose	Land Administration-Department of Revenue	If in Master Plan - 10 days
			If not in Master Plan – 21 days
11	Registration of Partnership Firms	Registration & Stamps-Department of Revenue	3 days

List of Approvals required during Pre-Operation Stage

SI No.	Name of the Clearance / Approval	Department	Permissible Time Limits
1	Final approval from Electrical Inspectorate- Department of Energy- Chief Electrical Inspector	Chief Electrical Inspectorate- Department of Energy	7 days
2	Registration under Professional Tax	Commercial Tax-Department of Revenue	Spot approval
3	Factory Registration / licensing	Directorate of Factories-Department of Labour Employment Training and Factories	7 days / Deemed for Registration only
4	Registration of shops & establishments	Commissionerate of Labour - Department of Labour Employment Training and Factories	Spot approval
5	Occupancy certificate from Fire Services Department	Directorate of Fire Services- Department of Home	15 days
6	Consent for Operation/ Authorization	APPCB	
	a) Green Category		7 days
	b) Orange Category		15 days
	c) Red Category		21 days
	d) Authorization of units handling hazardous wastes		Processed along with CFO
7	Boiler registration	Directorate of Boilers-Department of Labour Employment Training and Factories	15 days
8(i)	Registration of establishments deploying contractual workmen	Commissionerate of Labour - Department of Labour Employment Training and Factories	Spot approval
8(ii)	Registration of establishments deploying inter-state migrant workmen	Commissionerate of Labour - Department of Labour Employment Training and Factories	Spot approval
9	Registration of plastic manufacturers / recyclers	APPCB	15 days
10	License for storage of petroleum, diesel and Naptha	District Collector/ Civil Supplies Department	15 days
11	License for possession and use of Rectified Spirit and Denatured Spirit	Prohibition & Excise Department of Revenue	21 Days

### 16.3. Application for Capacity, SPV, Project, Location Transfer and Name Change

<b>I.</b>	<b>TRANSFEROR DETAILS</b>	
1.	Name of the Organization/SPV	
2.	Regd. Office address with Telephone number	
3.	Type of the Organization (Private / Public Ltd., Partnership firm etc.)	
4.	Name of the Authorized Signatory (Board Resolution of the Transfer with Power of Attorney shall be enclosed)	
5.	E Mail	
6.	Mobile number of Authorized Person	
7.	Project ID	
8.	List of Resources Allocated	
<b>II.</b>	<b>TRANSFeree DETAILS</b>	
1.	Name of the Organization/SPV	
2.	Regd. Office address with Telephone number	
3.	Type of the Organization (Private / Public Ltd., Partnership firm etc.)	
4.	Name of the Authorized Signatory (Board Resolution of the Transfer with Power of Attorney shall be enclosed)	
5.	E Mail	
6.	Mobile number of Authorized person	
7.	Present Activity / Business	
8.	PAN No. (copy to be enclosed)	
9.	GST No. (copy to be enclosed)	
10.	Turnover of the Company in last three years in Crores (Attach copies of Annual Reports)	
11.	Net Profit of the Company in last three years in Crores	
12.	Net worth of the Company at the end of last financial year as per the Company's Act 2013 in Crores (Certificate from Chartered Accountant to be enclosed)	
13.	Experience in executing Renewable Energy (RE) Power Projects in MW (Details shall be enclosed in a separate sheet)	
14.	Experience in executing infrastructure projects	
15.	Details of Joint Venture/Consortium if any (The information related to Lead Member and agreements if any shall be provided)	
16.	Details of Renewable Energy Manufacturing facility existing in the AP State. Complete details like Year of establishment, Production capacity, investment, employment created both direct/in-direct, etc., shall be provided separately)	

<b>III.</b>	<b>PROJECT DETAILS</b>	
1.	Project ID	
2.	Location of the Project	
3.	Details of Project – Approvals, capacity, resources & approvals to be provided	
4.	Project Capacity (in MW/ MW <sub>p</sub> )	
5.	Project Status Report	
6.	Project Funding (Debt: Equity)	
7.	Financial Institution(s) Willingness to fund the project	
<b>IV.</b>	<b>TRANSFER DETAILS</b>	
1.	Type of Transfer (Capacity Transfer – Part/Full & SPV/Project Transfer / Name Change/ Location Change)	
2.	Proposed New Location for Location Transfer (proposed boundary on toposheet shall be enclosed)	
3.	Topo sheet & details of the new location	
4.	Project Capacity (in MW/ MW <sub>p</sub> ) to be transferred – part/full	
5.	Percentage of Ownership Transferred	
6.	Board Resolution of Project Transfer of both the parties	
<b>V.</b>	<b>DETAILS OF TRANSFER FEE:</b> (Refundable @ INR.50,000/- per MW (for BESS and Mini and Small Hydro Projects) or INR2,00,000/- per MW (or MW <sub>p</sub> ) (for Solar, Wind, Wind-Solar Hybrid and PSP) by way of Demand Draft, drawn in favour of NREDCAP Ltd, payable at Tadepalli, Guntur district)	
1.	Transfer Fee (in INR)	
2.	GST (in INR)	
3.	Total amount (in INR)	
4.	Demand draft No. & date /RTGS/NEFT details	
5.	Bank/Branch	
<b>VI.</b>	<b>ANY OTHER DETAILS</b>	
1.		
2.		
3.		
<b>CHECK LIST (All applicable documents for Transferor and Transferee)</b> <ol style="list-style-type: none"> <li>Copy of Board Resolution of Transferee &amp; Transferor</li> <li>Letter to MD, NREDCAP for consideration of transfer</li> <li>Certified copy of Registration Certificate and Memorandum of Articles of the Public/Private Ltd Company of the Transferee.</li> <li>If the company is in Joint Venture / Consortium, the information related to Lead Member and</li> </ol>		

agreements if any shall be provided.

5. Copy of PAN Card / DIN No of Transferee.
6. Copy of GST Registration of Transferee
7. Certified copy of the Authority conferring powers on the person(s) who are competent to execute the agreement with the NREDCAP, AP Transco / DISCOM
8. Net worth Certificate certified by Chartered Accountant
9. Annual report/Balance sheets of the company for the last three years
10. Proposed boundary on toposheet
11. Details of experience in executing RE Power projects of Transferee
12. Refundable transfer fee by way of Demand Draft @ INR50,000/- or INR 2,00,000/- per MW(or MW<sub>p</sub>) + 18% GST, drawn in favour of NREDCAP Ltd, payable at Tadepalli, Guntur district. Refundable, only in case transfer request is not processed
13. Attach relevant documents required if any, as per the above application

**Note: The application completed in all respects along with related documents and non-refundable processing fee shall be considered as final submission of application. The allotment of the project or rejection of the proposal based on fulfilling the Technical and Financial criteria shall be at the sole discretion of NREDCAP/GoAP and the decision of NREDCAP/GoAP is final and binding.**

I/We certify that all information furnished is true to the best of my/our knowledge.

I/We agree that once the option is exercised, it shall be final and irrecoverable. I/We here by undertake to abide by the terms and conditions prescribed under the provisions of the AP Integrated Clean Energy (ICE) Policy 2024 and its operational guidelines.

Signature of the Authorised Representative with Seal

Place:

Date:

#### 16.4. Application for Migration of Projects to AP ICE Policy 2024

<b>I.</b>	<b>COMPANY DETAILS</b>	
1.	Name of the Organization	
2.	Regd. Office address with Telephone number	
3.	Type of the Organization (Private / Public Ltd., Partnership firm etc.)	
4.	Name of the Authorized Signatory (Board Resolution of the Migration with Power of Attorney shall be enclosed)	
5.	E Mail	
6.	Mobile number of Authorized person	
<b>II.</b>	<b>PROJECT DETAILS</b>	
1.	Project ID/ Application No	
2.	Year of Project Initiation	
3.	Resource allocation G.O. (if any) (attach G.O.)	
4.	Policy under which project was initiated	
5.	Location of the Project	
6.	Details of Project – Approvals, capacity, resources & approvals to be provided	
7.	Project Capacity (in MW/ MW <sub>p</sub> )	
8.	Project Status Report (Annexure – 16.5)	
9.	Project Funding (Debt: Equity)	
10.	Project Financing Report – Expenditure incurred until now	
11.	Board Resolution of Policy Transfer	
12.	Letter to NREDCAP for consideration of Transfer	
<b>IV.</b>	<b>DETAILS OF PREVIOUS POLICY INCENTIVES AVAILED ETC.:</b>	
1.	Land allocation (in Acres)	
2.	Resources allocation	
3.	Status of Project Implementation	
4.	Applicable Timelines	
5.		
<b>VI.</b>	<b>ANY OTHER DETAILS</b>	
1.		
2.		
3.		
<b>CHECK LIST (All applicable documents for Transferor and Transferee)</b> <ol style="list-style-type: none"> <li>Copy of Board Resolution of Transfer</li> <li>Resource allocation G.O. issued by GoAP</li> <li>Letter to NREDCAP for consideration of transfer</li> <li>Certified copy of the Authority conferring powers on the person(s) who are competent to</li> </ol>		

execute the agreement with the NREDCAP, AP Transco / DISCOM

5. Net worth Certificate certified by Chartered Accountant
6. Annual report/Balance sheets of the company for the last three years
7. Details of experience in executing RE Power projects.
8. DPR of the project
9. Project status report (Annexure – 16.5)
10. Attach relevant documents required if any, as per the above application

**Note: The application completed in all respects along with related documents shall be considered as final submission of application. The allotment of the project or rejection of the proposal based on fulfilling the Technical and Financial criteria shall be at the sole discretion of NREDCAP/GoAP and the decision of NREDCAP/GoAP is final and binding.**

I/We certify that all information furnished is true to the best of my/our knowledge.

I/We agree that once the option is exercised, it shall be final and irrecoverable. I/We here by undertake to abide by the terms and conditions prescribed under the provisions of the AP Integrated Clean Energy (ICE) Policy 2024 and its operational guidelines.

Signature of the Authorized Representative with Seal

Place:

Date:

### 16.5. Format for Project Status Report

1.	G.O. Attached (Y/N)	
2.	Policy under which the project was allocated	
3.	Applicable Timelines	
4.	Implementation Status	
5.	Physical Progress	
6.	Financial Progress	
7.	Approvals from GoAP	
8.	Connectivity Status	
9.	Other relevant information a. b. c. d.	

#### Checklist:

1. All the G.O.s
2. Approvals from GoAP
3. Connectivity approval



## 16.6. Form – A Additional Information

(Form to be submitted along with respective application for Clean Energy projects & RE Manufacturing Projects)

### 1 Project Proposal (Brief Description of the Project)

**Phase-wise split of the Total Investment (INR Cr):**

Phase I: \_\_\_\_\_ Cr.

Phase II: \_\_\_\_\_ Cr.

Phase III: \_\_\_\_\_ Cr.

**Project Details:**

Items	Phase I	Phase II	Phase III	Total
Period				
Land & Development (INR Cr)				
Cost of Civil Works (INR Cr)				
Plant & Machinery (INR Cr)				
Contingencies/ Any other (INR Cr)				
Pre-Operative Expenses				
IDC				
Others (includes engineering expenses, Infrastructure expenses related to Power & Water)				
Total Capex (INR Cr)				

**Phase wise Capex as mentioned in Pt 1 to be captured for Captive power project (if applicable)**

Items	Phase I	Phase II	Phase III	Total
Period				
Total Investment- FCI (INR Cr)				
Cumulative FCI (INR Cr)				

### 2 Overall benefits to State Government:

a) Revenue benefits:

b) Direct Employment Creation:

c) **Local infrastructure development**

**3 Project-Wise Employment Generation:**

Project	Phase I	Phase II	Project III	
Capacity				
Employment				

**4 Employment projection is as below:**

Period	2024-25	2025-26	2026-27	2027-28	2028-29
Employment					

**5 Company Background:**

**6 Current Projects of the company:**

Sl No.	Description of Project.
1	

**7 Share holding pattern as on March 31, 2024:**

S.No.	Name of the Shareholders	% of Shareholding
1		
2		

3		
4		

## 8 Registration Details:

Name	Designation
Name of the Company	
Registered Office Address	
Incorporation	

## 9 Financial Projections

Parameters	Total (INR Cr)
Net worth (Combined)	

## 10 Details of directors:


**11 Key Management Personnel:**


**12 Power Consumption:****13 Details of Production Capacity, Investment and Employment:**

Phase-wise and Year-wise project production capacity and the corresponding investment and employment (Solar PV Manufacturing Facility and Captive Power Project):

Items	Phase I	Phase II	Phase III	Total
Timeline (Financial Year)				
Production Capacity				
Total Investment (INR Cr)				
Direct Employment				
Indirect Employment				
Timeline (Financial Year)				
Production Capacity				
Total Investment (INR Cr)				
Direct Employment				
Indirect Employment				

**14 Project Execution Timelines:**

Milestones	Phase I	Phase II	Phase III	
Date of Commencement of Construction				
Date of Commercial Operation Date				

**15 Land Status:**

I/We certify that all information furnished is true to the best of my/our knowledge.

I/We agree that once the option is exercised, it shall be final and irrecoverable. I/We here by undertake to abide by the terms and conditions prescribed under the provisions of the AP Integrated Clean Energy (ICE) Policy 2024 and its operational guidelines.

Signature of the Authorised Representative with Seal

Place:

Date:

## 16.7. Implementation Agreement for Solar Power Projects

### AGREEMENT

**THIS AGREEMENT** is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20XX, at Tadepalli, Andhra Pradesh, by and between:

**New and Renewable Energy Development Corporation of Andhra Pradesh Ltd.**, a company wholly owned by the State Government of Andhra Pradesh, incorporated under the Companies Act, 1956, having its registered office at #12-464/5/1, River Oaks Apartment, CSR Kalyana Mandapam Road, Tadepalli, Guntur District – 522501, Andhra Pradesh, India, represented herein by its Vice Chairman & Managing Director or authorized signatory (hereinafter referred to as “NREDCAP”, which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors, and assigns), of the FIRST PART;

### **AND**

(2) M/s. \_\_\_\_\_, a company incorporated under the Companies Act, 1956 or 2013, having its registered office at \_\_\_\_\_, represented herein by its Authorized Signatory, Sri \_\_\_\_\_ (hereinafter referred to as the “Developer”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, and permitted assignees), of the SECOND PART;

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

### **WHEREAS,**

- A. NREDCAP is the Nodal Agency for the approval of solar energy projects up to 40 MW<sub>p</sub> capacity, therefore, for the setting up of Solar Projects in the Potential Areas in the State of Andhra Pradesh as per the AP ICE Policy 2024 of the Government of Andhra Pradesh (GoAP) notified vide G.O.Ms.No.37, Energy (Power-II) Department, Dt.30/10/2024 (hereinafter called the “Policy”) as well. For projects with more than 40 MW<sub>p</sub> capacity, the SIPC, SIPB & GoAP grants clearance on the recommendations of NREDCAP. The Policy, inter alia, aims at encouraging the optimum utilization of the available solar energypotential in the State by facilitating the adoption of state-of-the-art technology through private participation, balancing the interests of the customers and the Developers, and permitting the Developers to use the power produced for captive consumption or sale to a third party or to DISCOMs or export outside the state of Andhra Pradesh as per the guidelines under the Policy, the Indian Electricity Act 2003, and the rules and regulations made and the directions issued by GoAP thereunder.
- B. Under the Policy, the Eligible Developers must approach NREDCAP with the prescribed application for the allotment of solar energy capacity in the potential areas. After due consideration of the eligibility and other factors, NREDCAP sanctions the capacity in favor of the applicant, duly specifying the terms and conditions of the sanction. Upon fulfillment of the conditions of the sanction, the Developer must approach the Government/District Collector if the potential area is located on government lands for the allotment of land as recommended by NREDCAP. If the potential area is located on private lands, the Developer shall acquire the land from the owner.

C. The Developer submitted an application on \_\_\_\_\_ for the allotment of \_\_\_\_\_ MW<sub>p</sub> capacity at \_\_\_\_\_ District (hereinafter called the "Area"). NREDCAP, through its orders/sanction Letter No. \_\_\_\_\_, has sanctioned the setting up and operation of the Solar Power Projects for the generation of \_\_\_\_\_ MW<sub>p</sub> capacity at \_\_\_\_\_ (Location), \_\_\_\_\_ District (hereinafter called the "Project"), by M/s. \_\_\_\_\_ (hereinafter referred to as the "Developer") stipulating the terms and conditions thereof and for entering into this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

**ARTICLE 1**

**DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Agreement, the words and expressions, unless otherwise defined or described herein, shall, unless repugnant to the context or meaning thereof, have the meanings assigned to them in the Andhra Pradesh Electricity Reforms Act, 1998 (APERC Act), the Indian Electricity Act, and the orders of the Government of Andhra Pradesh (GoAP).

**1.2 Public Interest**

The award, development, operation, and maintenance of the Project are in the public interest.

**1.3 Essence of Time**

As the Project implementation is according to a pre-decided time schedule, the Developer shall ensure that the Project is executed within the Project Implementation Period, specifically on or before the Scheduled Commercial Operation Date (COD).

**ARTICLE 2**

**GRANT OF ALLOTMENT**

**2.1 Sanction of Allotment of Capacity**

Subject to and in accordance with the terms and conditions set forth in this Agreement, and the Developer undertaking to observe and perform the covenants, obligations, responsibilities, terms, and conditions of the Agreement, NREDCAP hereby facilitates the setting up by the Developer of a Solar Power Project \_\_\_\_\_ MW<sub>p</sub> capacity in the identified Potential Area at \_\_\_\_\_ (Location), \_\_\_\_\_ District, for the generation of power for commercial use (sale), captive consumption, or export outside the state of Andhra Pradesh.

**2.2 Financing**

The Developer 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 allotment of the Project and its development and operation by the Developer shall be subject to the Indian Electricity Act 2003 and the rules and regulations made thereunder from time to time; the policies and guidelines notified by the Government of India and Government of Andhra Pradesh from time to time; the regulations and directions of the Andhra Pradesh Electricity Regulatory Commission (APERC); the policies as amended from time to time; and all other applicable laws.

## 2.4 Sanction Fee

The facilitation fee paid by the Developer in terms of the allotment letter for entering into this Agreement are a one-time payment and non-refundable.

## 2.5 Facilitation by NREDCAP

NREDCAP may assist the Developer in securing the required clearances for the Project at the State and Central Government levels and the allocation of revenue/ forest lands in the project allotted areas. However, this assistance shall not be binding on NREDCAP.

## 2.6 Regulation of Allotment

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

# ARTICLE 3

## PROJECT COMPLETION AND OPERATION

### 3.1 Project Completion Timeline

Project Milestone		Solar
	<b>Commencement of Project Timeline (T0)</b>	
<b>A</b>	<b>Allotment (SNA)/ LOA</b>	<b>T0</b>
a1	Payment of applicable fee/ charges	3 months
a2	DPR approval (for PSP only)	Not Applicable
a3	Connectivity approval (ISTS/ CTU)	2 months
a4	Connectivity agreement (copy to be submitted to SNA)	4 months
a5	Land (Sale deed or Lease)	6 months
a6	Commercial agreement (PPA/ PSA/ BESPA)	6 months
a7	Financial Closure (Letter or in principle approval from banker/ Banker consortium to be submitted to SNA)	6 months
<b>B</b>	<b>Project Construction Schedule</b>	
b1	Placement of Equipment Order (Payment proof to be submitted)	8 months
b2	Construction start date (intimation to be sent to SNA)	10 months
b3	Periodic status update by Developer (Quarterly Progress)	12 months and every quarter thereafter



b4	Scheduled COD of the Project	24 months
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### 3.2 Project Completion Period

- a) The time schedule for completion of Solar Power Projects that utilize resources allocated by GoAP, such projects shall be bound by the timelines as defined in the Article 3.1 of this agreement. However, if those projects are allocated through bidding process without any resource allocation by the State, they will be governed by the terms and conditions specified in the bid document and Power Purchase Agreement.
- b) The Project Completion shall be as per the Project Completion Timeline mentioned in Article 3 of this agreement i.e. 24 months from the Date of Allotment/ LOA for Solar Power Projects. This period includes the time required for securing all applicable clearances, approvals, and financial closure. The Developer shall submit to NREDCAP, a Project Completion Schedule with set timelines for each component for approval and monitoring by NREDCAP.

### 3.3 Delays in Project Completion

- a) NREDCAP shall provide the permissible time extension period of 6 months only during Phase A - Allotment Phase, subject to payment of time extension fee at INR 20,000 per MW<sub>p</sub> per month of delay along with the applicable GST. The non-achievement of any of the pre-defined project milestones within the specified timelines of Article 3.1 of this agreement, including the permissible extension period allowed in the Allotment Phase, shall result in deemed cancellation of the Project along with resources (Land and Capacity). In addition, the Performance Bank Guarantee shall be encashed /forfeited.
- b) In case, when the Project enters Phase B – Project Construction Schedule, subject to verification by SNA, shall be permitted time extension by levying penalty of 0.25% of project cost per quarter (in parts thereof) for a period of maximum 6 months. Beyond 6 months of delay, no incentives shall be available for the project.
- c) Project Developers shall handover the resources to the SNA within 14 days from intimation of deemed cancellation. Thereafter, the resources shall be made available for allocation to other Project Developers.
- d) If forest land diversion is required, the commissioning timeline shall be extended by up to one year from the date of submission of the request with necessary documents, without any additional fees.
- e) In case part capacity is commissioned on or before Scheduled CoD, the remaining capacity shall be cancelled, and the Performance Bank Guarantee of uncommissioned capacity shall be encashed /forfeited. The incentives shall be availed only for the commissioned capacity.
- f) In case part capacity is commissioned beyond Scheduled CoD (after availing timeline extension during Allotment phase and/or Project Construction phase), the uncommissioned capacity shall be cancelled, and the Performance Bank Guarantee of uncommissioned capacity shall be encashed /forfeited. The incentives shall be availed only for the commissioned capacity.

- g) In the event of non-achievement of any of the project milestones within specified timeline as per Article 3.1 of this agreement due to delays in project related approvals/ clearances not attributable to the Developer, then the reasons of such delays shall be duly examined on a case-by-case basis. Appropriate extensions can be considered, however, the final decision on granting project timeline extension shall rest with GoAP.
- h) The Project Developer shall submit the quarterly progress reports to SNA on regular basis.

#### **ARTICLE 4**

##### **PERFORMANCE BANK GUARANTEE**

- a) For the due and satisfactory performance of its obligations under the Agreement, the Developer has submitted an irrevocable Bank Guarantee towards Performance Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ for an amount of INR \_\_\_\_\_/- and valid upto \_\_\_\_\_ for a period of two years (24 months).
- b) In all cases where the Project is not completed within twenty-four months and the Agreement is not terminated for any reason, including extensions of time with penalties as per Article 3 or any other reasons provided in the Agreement, it shall be the responsibility of the Developer to extend the Bank Guarantee within 30 (thirty) days of expiry of twenty-four months. Failing this, the Agreement shall be deemed to have expired or been terminated at the end of the twenty-fourth month, irrespective of the progress made in the Project Completion.
- c) The Performance Guarantee shall be invoked for any defaults by the Developer and/or towards any dues to NREDCAP as stipulated hereinabove and as provided in the Agreement.
- d) NREDCAP, upon an application made by the Developer, may consider releasing proportionate amount of the Performance Guarantee based on the partial commissioned capacity. The decision of NREDCAP in the matter of partial commissioned capacity and the quantum of the amount to be released shall be final and binding on the Developer, and no correspondence from the Developer in this regard shall be entertained.

#### **ARTICLE 5**

##### **OBLIGATIONS OF DEVELOPER**

In addition to and not in derogation or substitution of any of the obligations set out elsewhere in this Agreement, the Developer shall, as mandatory obligation-

- a) Abide by the provisions of the allotment order issued by the Government vide GO Ms. No. \_\_\_\_ dated \_\_\_\_\_ of Energy (Power-II) Department or NREDCAP Letter No \_\_\_\_\_ dated \_\_\_\_\_, and the provisions of the AP ICE Policy 2024 announced by the Govt. of AP. vide G.O.Ms.No.37, Energy (Power-II) Department, Dt.30/10/2024 as well as any other orders issued by the Government of Andhra Pradesh from time to time.
- b) Abide by the guidelines issued by the Ministry of New and Renewable Energy (MNRE) from time to time.

- c) Set up the Project in specified and proposed areas as demarcated on the topo sheet.
- d) Ensure the installation of equipment shall be as per the standards and specification of the Ministry of New and Renewable Resources, Ministry of Power, Central Electricity Authority, and other statutory bodies.
- e) Report to NREDCAP if there is any change in the proposal submitted along-with the application and obtain prior written approval of NREDCAP for such changes.
- f) Ensure that the Project generates grid-quality power with a power factor not less than 0.85 and should draw minimum reactive power.
- g) Enter into the Power Purchase Agreement, Open Access Agreement or Wheeling Agreement with Central Transmission Utility (CTU)/ Renewable Energy Implementing Agencies (REIAs)/ APTRANSCO/ DISCOMs or any other authorized agency in terms of the Policies and the orders and/or guidelines of the Government of India, Government of Andhra Pradesh, Central Electricity Regulatory Commission (CERC), AP Electricity Regulatory Commission (APERC) and other statutory authorities issued thereunder and also the Indian Electricity Act and the rules and regulations made thereunder, from time to time.
- h) There is no liability to the Government/ APDISCOMs to purchase power and to APTRANSCO for connectivity.
- i) The state shall have the right of first refusal of up to 30% of the allotted project capacity and tariff shall be determined by SERC under Section 62. Alternatively, Discoms shall procure through Tariff Based competitive bidding.
- j) Secure and keep in force at all times, all applicable clearances, permits, sanctions, approvals and No Objection Certificates necessary for setting up of the Project, including the installation of equipment under the applicable laws from the relevant authorities.
- k) Cover all the costs, from initial investigations to final commissioning and ongoing operation and maintenance.
- l) Permit the other Developers to use the roads and other infrastructure facilities, if any, on the allotted land, and provide infrastructure and other facilities for conveyance and for transmission of power necessary in that area.
- m) Achieve the Financial Closure within a period of six (6) from the date of signing of the Agreement or earlier, subject to any extension granted in writing by NREDCAP at the request of the Developer either due to delays in securing the Clearances etc. or due to any Force Majeure Event. Any extension so granted by NREDCAP shall not ipso-facto extend the Project Completion Period.
- n) Comply with following provisions for the transfer of project/ SPV transfer/ name change:
  - i. Project Developer shall submit a Transfer Application to SNA for SPV/Project transfer in full/partial capacity.
  - ii. SNA shall scrutinize the transfer application and if deemed fit, shall forward the application to SIPB, SIPC and GoAP for approval.
  - iii. SPV/ Project Transfer approved by GoAP shall be intimated to the Developers within seven (7) working days of GoAP approval.

- iv. Further, the Developer/ Transferee shall pay the associated transfer fee to the SNA. Upon payment of transfer fee, the SNA shall provide the transfer approval wherever applicable.
  - v. In case of name change, the name shall be registered in Register of Companies as per the Companies Act.
  - vi. Transfer fee and BG can be paid by either party (transferee/ transferor).
  - vii. For projects opting for change of location, the transfer fee shall be applied according to clause 17.11 - 'Summary of Fees and Charges' in the AP ICE Policy 2024, based on the type of project.
  - viii. The transfer of a project or SPV, in part or full capacity, to other parties before the project's commissioning is allowed multiple times. This includes the transfer of resources such as land, connectivity (STU), and any other existing approvals. However, any such transfer shall take place only after approvals by SIPC, SIPB and GoAP.
- o) Ensure that the Project Site remains free from all encroachments and take all steps necessary to remove encroachments, if any.
  - p) Follow the provisions of Rehabilitation & Resettlement Policy of the Government of India and Government of Andhra Pradesh scrupulously at their own cost.
  - q) Make payment to any Government Agency, if required, for the provision of such services as are not provided in the normal course or are available only on payment.
  - r) Operate and maintain the Project at all times during the Operations Period in conformity with this Agreement, including but not limited to the Specifications and Standards, Good Industry Practice, and the orders/guidelines of the Government of Andhra Pradesh under the Policy, and the Indian Electricity Act and the rules and regulations made thereunder from time to time.
  - s) Keep and maintain the Project Site in a neat, clean and hygienic condition and in conformity with the applicable laws and applicable permissions.
  - t) Comply with all the terms and conditions and satisfactorily perform all its obligations stipulated under this Agreement, in addition to such other obligations and undertakings under the provisions of the land allotment.
  - u) Be solely responsible for all or any risks of whatever nature attached or inherent to development, construction, marketing, operation of, and investment in the Project.
  - v) Report to NREDCAP any default notices issued by the relevant authorities in matters concerning the setting up of the Project or its operation and maintenance and the remedial measures being taken/taken by it.
  - w) Pay and discharges all taxes, levies, charges, fees, cess, levies and other impositions of whatever description under law, including the service tax concerning the subject matter of the Agreement.

## **ARTICLE 6**

### **PROJECT COMPLETION CERTIFICATE AND INSPECTIONS**

#### **6.1. Project Completion Certificate**

The Project shall be deemed to have been completed in terms of this Agreement only after inspection and testing, and upon the issuance of the completion certificate by the concerned statutory authority, as the case may be.

## **6.2. Inspections**

NREDCAP, through its Authorized Officer(s), shall have the right, and similarly, the officers of other departments/organizations of the Government of India or the Government of Andhra Pradesh having jurisdiction over the Project, to inspect the Project. The Developer shall permit such inspections, and failure to do so by the Developer shall constitute a default.

## **6.3. Periodical Reports**

The Developer shall submit quarterly progress reports for each quarter ending in March, June, September, and December for review by NREDCAP until the commissioning of the Project, and thereafter, monthly progress reports on power generation.

# **ARTICLE 7**

## **EVENTS OF DEFAULT AND TERMINATION**

### **7.1 Event of Default and Termination**

- a) Save and except as otherwise provided in this Agreement, in case of any default by the Developer, NREDCAP shall have the right to terminate this Agreement with thirty (30) days advance notice.
- b) Upon Termination under Clause (a) above, NREDCAP shall have no obligation to compensate the Developer in any manner.

# **ARTICLE 8**

## **MISCELLANEOUS**

### **8.1 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"), shall in the first instance 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 thirty (30) days, the Developer may appeal to the Chairman of the Board of Directors of NREDCAP, whose decision shall be final and binding.

### **8.2 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 Amaravati, Andhra Pradesh State, India, shall have jurisdiction over all matters arising out of or relating to this Agreement.

### **8.3 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 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 a waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

### **8.4 Amendments**

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the Agreement between 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.

### **8.5 Exclusion of Implied Warranties etc.**

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.

### **8.6 Counterparts**

***This Agreement shall be executed in two counterparts on non-judicial papers of INR100/- 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 Developer by:

Signed, Sealed and Delivered

For and on behalf of the NREDCAP by:

Signature of Authorised Person

Authorized Signatory

Signature of Authorised Person

Vice Chairman and Managing Director

**Witnesses**

In the presence of

1) Signature

Name

Address

2) Signature

Name

Address

## 16.8. Implementation Agreement for Wind Power

### AGREEMENT

**THIS AGREEMENT** is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20XX, at Tadepalli, Andhra Pradesh, by and between:

**New and Renewable Energy Development Corporation of Andhra Pradesh Ltd.**, a company wholly owned by the State Government of Andhra Pradesh, incorporated under the Companies Act, 1956, having its registered office at #12-464/5/1, River Oaks Apartment, CSR Kalyana Mandapam Road, Tadepalli, Guntur District – 522501, Andhra Pradesh, India, represented herein by its Vice Chairman & Managing Director or authorized signatory (hereinafter referred to as “NREDCAP”, which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors, and assigns), of the FIRST PART;

### **AND**

(2) M/s. \_\_\_\_\_, a company incorporated under the Companies Act, 1956 or 2013, having its registered office at \_\_\_\_\_, represented herein by its Authorized Signatory, Sri \_\_\_\_\_ (hereinafter referred to as the “Developer”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, and permitted assignees), of the SECOND PART;

NREDCAP and the Developer are severally referred to as the “Party” and collectively as the “Parties”.

### **WHEREAS,**

- A. NREDCAP is the Nodal Agency for the approval of wind energy projects up to 40 MW capacity and, therefore, for the setting up of Wind Projects in the Potential Areas in the State of Andhra Pradesh as per the AP ICE Policy 2024 of the Government of Andhra Pradesh (GoAP) notified vide G.O.Ms.No.37, Energy (Power-II) Department, Dt.30/10/2024 (hereinafter called the “Policy”) as well. For projects with more than 40 MW capacity, the SIPC, SIPB & GoAP grants clearance on the recommendations of NREDCAP. The Policy, inter alia, aims at encouraging the optimum utilization of the available wind power potential in the State by facilitating the adoption of state-of-the-art technology through private participation, balancing the interests of the customers and the Developers, and permitting the Developers to use the power produced for captive consumption or sale to a third party or to DISCOMs or export outside the state of Andhra Pradesh as per the guidelines under the Policy, the Indian Electricity Act 2003, and the rules and regulations made and the directions issued by GoAP thereunder.
- B. Under the Policy, the Eligible Developers must approach NREDCAP with the prescribed application for the allotment of wind power capacity in the potential areas. After due consideration of the eligibility and other factors, NREDCAP sanctions the capacity in favor of the applicant, duly specifying the terms and conditions of the sanction. Upon fulfillment of the conditions of the sanction, the Developer must approach the Government/District Collector if the potential area is located on government lands for the allotment of land as recommended by NREDCAP. If the potential area is located on private lands, the Developer shall acquire the land from the owner.



C. The Developer submitted an application on \_\_\_\_\_ for the allotment of \_\_\_\_\_ MW capacity at \_\_\_\_\_ District (hereinafter called the "Area"). NRECAP through its orders/ sanction letter No. \_\_\_\_\_ has sanctioned the setting up and operation of the Wind Power project for the generation of \_\_\_\_\_ MW capacity at \_\_\_\_\_ (Location), \_\_\_\_\_ District (hereinafter called the "Project") by M/s. \_\_\_\_\_ (hereinafter referred to as the "Developer") stipulating the terms and conditions thereof and for entering into this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

**ARTICLE 1**

**DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Agreement, the words and expressions, unless otherwise defined or described herein, shall, unless repugnant to the context or meaning thereof, have the meanings assigned to them in the Andhra Pradesh Electricity Reforms Act, 1998 (APEREC Act), the Indian Electricity Act, and the orders of the Government of Andhra Pradesh (GoAP).

**1.2 Public Interest**

The award, development, operation, and maintenance of the Project are in the public interest.

**1.3 Essence of Time**

As the Project implementation is according to a pre-decided time schedule, the Developer shall ensure that the Project is executed within the Project Implementation Period, specifically on or before the ScheduledCommercial Operation Date (COD).

**ARTICLE 2**

**GRANT OF ALLOTMENT**

**2.1 Sanction of Allotment of Capacity**

Subject to and in accordance with the terms and conditions set forth in this Agreement, and the Developer undertaking to observe and perform the covenants, obligations, responsibilities, terms and conditions of the Agreement, NREDCAP hereby facilitates the setting up by the Developer of a Wind Power Project of \_\_\_\_\_ MW capacity in the identified Potential Area at \_\_\_\_\_ (Location), \_\_\_\_\_ District, for the generation of wind power for commercial use (sale) or captive consumption, or export outside the state of Andhra Pradesh.

**2.2 Financing**

The Developer 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 allotment of the Project and its development and operation by the Developer shall be subject to the Indian Electricity Act 2003 and the rules and regulations made thereunder from time to time; the policies and guidelines notified by the Government of India and Government of Andhra Pradesh from time to time; the regulations and directions of the Andhra Pradesh Electricity Regulatory Commission (APERC); the policies as amended from time to time; and all other applicable laws.

## 2.4 Sanction Fee

The facilitation fee paid by the Developer in terms of the allotment letter for entering into this Agreement are a one-time payment and non-refundable.

## 2.5 Facilitation by NREDCAP

NREDCAP may assist the Developer in securing the required clearances for the Project at the State and Central Government levels and the allocation of revenue/ forest lands in the project allotted areas. However, this assistance shall not be binding on NREDCAP.

## 2.6 Regulation of Allotment

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

# ARTICLE 3

## PROJECT COMPLETION AND OPERATION

### 3.1 Project Completion Timeline

Project Milestone		Wind Power Project
	<b>Commencement of Project Timeline (T0)</b>	
<b>A</b>	<b>Allotment (SNA)/ LOA</b>	<b>T0</b>
a1	Payment of applicable fee/ charges	3 months
a2	DPR approval (for PSP only)	Not Applicable
a3	Connectivity approval (ISTS/ CTU)	2 months
a4	Connectivity agreement (copy to be submitted to SNA)	4 months
a5	Land (Sale deed or Lease)	6 months
a6	Commercial agreement (PPA/ PSA/ BESP)	6 months
a7	Financial Closure (Letter or in principle approval from banker/ Banker consortium to be submitted to SNA)	6 months
<b>B</b>	<b>Project Construction Schedule</b>	
b1	Placement of Equipment Order (Payment proof to be submitted)	8 months
b2	Construction start date (intimation to be sent to SNA)	10 months
b3	Periodic status update by Developer (Quarterly Progress)	12 months and every quarter thereafter

b4	Scheduled COD of the Project	24 months
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### 3.2 Project Completion Period

- a) The time schedule for the completion of Wind Power Projects that utilize resources allocated by the GoAP, such projects shall be bound by the timelines as defined in Article 3.1 of this agreement. However, if those projects are allocated through bidding process without any resource allocation by the State, they shall be governed by the bid document and Power Purchase Agreement.
- b) The Project Completion shall be as per the Project Completion Timeline mentioned in Article 3 of this agreement i.e. 24 months from the Date of Allotment/ LOA for Wind Power Projects. This period includes the time required for securing all applicable clearances, approvals, and financial closure. The Developer shall submit to NREDCAP a Project Completion Schedule with set timelines for each component for approval and monitoring by NREDCAP.

### 3.3 Delays in Project Completion

- a) NREDCAP shall provide the permissible time extension period of 6 months only during Phase A - Allotment Phase, subject to payment of time extension fee at INR 20,000 per MW per month of delay along with the applicable GST. The non-achievement of any of the pre-defined project milestones within the specified timelines of Article 3.1 of this agreement, including the permissible extension period allowed in the Allotment Phase, shall result in deemed cancellation of the Project along with resources (Land and Capacity). In addition, the Performance Bank Guarantee shall be encashed /forfeited.
- b) In case, when the Project enters Phase B – Project Construction Schedule, subject to verification by SNA, shall be permitted time extension by levying penalty of 0.25% of project cost per quarter (in parts thereof) for a period of maximum 6 months. Beyond 6 months of delay, no incentives shall be available for the project.
- c) Project Developers shall handover the resources to the SNA within 14 days from intimation of deemed cancellation. Thereafter, the resources shall be made available for allocation to other Project Developers.
- d) If forest land diversion is required, the commissioning timeline shall be extended by up to one year from the date of submission of the request with necessary documents, without any additional fees.
- e) In case part capacity is commissioned on or before Scheduled CoD, the remaining capacity shall be cancelled, and the Performance Bank Guarantee of uncommissioned capacity shall be encashed /forfeited. The incentives shall be availed only for the commissioned capacity.
- f) In case part capacity is commissioned beyond Scheduled CoD (after availing timeline extension during Allotment phase and/or Project Construction phase), the uncommissioned capacity shall be cancelled, and the Performance Bank Guarantee of uncommissioned capacity shall be encashed /forfeited. The incentives shall be availed only for the commissioned capacity.
- g) In the event of non-achievement of any of the project milestones within specified timeline as per Article 3.1 of this agreement due to delays in project related approvals/ clearances not attributable

to the Developer, then the reasons of such delays shall be duly examined on a case-by-case basis. Appropriate extensions can be considered, however, the final decision on granting project timeline extension shall rest with GoAP.

- h) The Project Developer shall submit the quarterly progress reports to SNA on regular basis.

## **ARTICLE 4**

### **PERFORMANCE GUARANTEE**

- a) For the due and satisfactory performance of its obligations under the Agreement, the Developer has submitted an irrevocable Bank Guarantee towards Performance Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ for an amount of INR \_\_\_\_\_/- and valid upto \_\_\_\_\_ for a period of two years (24 months).
- b) In all cases where the Project is not completed within twenty-four months and the Agreement is not terminated for any reason, including extensions of time with penalties as per Article 3 or any other reasons provided in the Agreement, it shall be the responsibility of the Developer to extend the Bank Guarantee within 30 (thirty) days of expiry of twenty-four months. Failing this, the Agreement shall be deemed to have expired or been terminated at the end of the twenty-fourth month, irrespective of the progress made in the Project Completion.
- c) The Performance Guarantee shall be invoked for any defaults by the Developer and/or towards any dues to NREDCAP as stipulated hereinabove and as provided in the Agreement.
- d) NREDCAP, upon an application made by the Developer, may consider releasing proportionate amount of the Performance Guarantee based on the partial commissioned capacity. The decision of NREDCAP in the matter of partial commissioned capacity and the quantum of the amount to be released shall be final and binding on the Developer, and no correspondence from the Developer in this regard shall be entertained.

## **ARTICLE 5**

### **OBLIGATIONS OF DEVELOPER**

In addition to and not in derogation or substitution of any of the obligations set out elsewhere in this Agreement, the Developer shall, as mandatory obligation-

- a) Abide by the provisions of the allotment order issued by the Government vide GO Ms. No. \_\_\_\_ dated \_\_\_\_\_ of Energy (Power-II) Department or NREDCAP Letter No \_\_\_\_\_ dated \_\_\_\_\_, and the provisions of the AP ICE Policy 2024 announced by the Govt. of AP. vide G.O.Ms.No.37, Energy (Power-II) Department, Dt.30/10/2024 as well as any other orders issued by the Government of Andhra Pradesh from time to time.
- b) Abide by the guidelines issued by the Ministry of New and Renewable Energy (MNRE) from time to time.
- c) Set up the Project in specified and proposed areas as demarcated on the topo sheet.

- d) Ensure the installation of equipment shall be as per the standards and specification of the Ministry of New and Renewable Resources, Ministry of Power, Central Electricity Authority, and other statutory bodies.
- e) Report to NREDCAP if there is any change in the proposal submitted along-with the application and obtain prior written approval of NREDCAP for such changes.
- f) Explore the possibility of installing higher capacity Wind Electric Generators to achieve a higher Plant Load Factor, ensuring that only Wind Electric Generators approved by the National Institute of Wind Energy (NIWE) are installed under the project.
- g) Ensure that no second hand or used wind turbines, whether imported or procured locally, shall be installed.
- h) Ensure that the Project generates grid-quality power with a power factor not less than 0.85 and should draw minimum reactive power.
- i) Enter into the Power Purchase Agreement, Open Access Agreement or Wheeling Agreement with Central Transmission Utility (CTU)/ Renewable Energy Implementing Agencies (REIAs)/ APTRANSCO/ DISCOMs or any other authorized agency in terms of the Policies and the orders and/or guidelines of the Government of India, Government of Andhra Pradesh, Central Electricity Regulatory Commission (CERC), AP Electricity Regulatory Commission (APERC) and other statutory authorities issued thereunder and also the Indian Electricity Act and the rules and regulations made thereunder, from time to time.
- j) There is no liability to the Government/ APDISCOMs to purchase power and to APTRANSCO for connectivity.
- k) The state shall have the right of first refusal of up to 30% of the allotted project capacity and tariff shall be determined by SERC under Section 62. Alternatively, Discoms shall procure through Tariff Based competitive bidding.
- l) Secure and keep in force at all times, all applicable clearances, permits, sanctions, approvals and No Objection Certificates necessary for setting up of the Project, including the installation of Wind Electric Generators under the Applicable Laws from the Relevant Authorities.
- m) Cover all the costs, from initial investigations to final commissioning and ongoing operation and maintenance.
- n) Permit the other Developers to use the roads and other infrastructure facilities, if any, on the allotted land, and provide infrastructure and other facilities for conveyance and for transmission of power necessary in that area.
- o) Achieve the Financial Closure within a period of six (6) months from the date of signing of the Agreement or earlier, subject to any extension granted in writing by NREDCAP at the request of the Developer either due to delays in securing the Clearances etc. or due to any Force Majeure Event. Any extension so granted by NREDCAP shall not ipso-facto extend the Project Completion Period.

- p) Comply with following provisions for the transfer of project/ SPV transfer/ name change:
- i. Project Developer shall submit a Transfer Application to SNA for SPV/Project transfer in full/partial capacity.
  - ii. SNA shall scrutinize the transfer application and if deemed fit, shall forward the application to SIPB, SIPC and GoAP for approval.
  - iii. SPV/ Project Transfer approved by GoAP shall be intimated to the Developers within seven (7) working days of GoAP approval.
  - iv. Further, the Developer/ Transferee shall pay the associated transfer fee to the SNA. Upon payment of transfer fee, the SNA shall provide the transfer approval wherever applicable.
  - v. In case of name change, the name shall be registered in Register of Companies as per the Companies Act.
  - vi. Transfer fee and BG can be paid by either party (transferee/ transferor).
  - vii. For projects opting for change of location, the transfer fee shall be applied according to clause 17.11 - 'Summary of Fees and Charges' in the AP ICE Policy 2024, based on the type of project.
  - viii. The transfer of a project or SPV, in part or full capacity, to other parties before the project's commissioning is allowed multiple times. This includes the transfer of resources such as land, connectivity (STU), and any other existing approvals.
- q) Ensure that the Project Site remains free from all encroachments and take all steps necessary to remove encroachments, if any.
- r) Make payment to any Government Agency, if required, for the provision of such services as are not provided in the normal course or are available only on payment.
- s) Operate and maintain the Project at all times during the Operations Period in conformity with this Agreement, including but not limited to the Specifications and Standards, Good Industry Practice, and the orders/guidelines of the Government of Andhra Pradesh under the Policy; and the Indian Electricity Act 2003 and the rules and regulations made thereunder from time to time.
- t) Keep and maintain the Project Site in a neat, clean and hygienic condition and in conformity with the applicable laws and applicable permissions.
- u) Comply with all the terms and conditions and satisfactorily perform all its obligations stipulated under this Agreement, in addition to such other obligations and undertakings under the provisions of the land allotment.
- v) Be solely responsible for all or any risks of whatever nature attached or inherent to development, construction, marketing, operation of, and investment in the Project.
- w) Report to NREDCAP any default notices issued by the relevant authorities in matters concerning the setting up of the Project or its operation and maintenance and the remedial measures being taken/taken by it.

- x) Pay and discharges all taxes, levies, charges, fees, cess, levies and other impositions of whatever description under law, including the service tax concerning the subject matter of the Agreement.

## **ARTICLE 6**

### **PROJECT COMPLETION CERTIFICATE AND INSPECTIONS**

#### **6.1 Project Completion Certificate**

The Project shall be deemed to have been completed in terms of this Agreement only after inspection and testing, and upon the issuance of the completion certificate by the concerned statutory authority, as the case may be.

#### **6.2 Inspections**

NREDCAP through its Authorised Officer/s shall have the right and similarly the officers of other departments/organizations of the Government of India or the Government of Andhra Pradesh having jurisdiction over the Project for inspection of the Project and the Developer shall permit such inspections and failure to do so by the Developer shall be a default.

#### **6.3 Periodical Reports**

The Developer shall submit quarterly progress reports for each quarter ending in March, June, September, and December for review by NREDCAP until the commissioning of the Project, and thereafter, monthly progress reports on power generation.

## **ARTICLE 7**

### **EVENTS OF DEFAULT AND TERMINATION**

#### **7.1 Event of Default and Termination**

- a) Save and except as otherwise provided in the Agreement, in case of any default of the Developer, NREDCAP shall have the right to terminate the Agreement with 30 (thirty) days advance notice.
- b) Upon Termination under Clause (a) above, NREDCAP shall have no obligation to compensate the Developer in any manner.

## **ARTICLE 8**

### **MISCELLANEOUS**

#### **8.1 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"), shall in the first instance 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 thirty (30) days, the Developer may appeal to the Chairman of the Board of Directors of NREDCAP, whose decision shall be final and binding.

## **8.2 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 Amaravati, Andhra Pradesh State, India, shall have jurisdiction over all matters arising out of or relating to this Agreement.

## **8.3 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.

## **8.4 Amendments**

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the Agreement between 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.

## **8.5 Exclusion of Implied Warranties etc.**

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.

## **8.6 Counterparts**

***This Agreement shall be executed in two counterparts on non-judicial papers of INR100/- 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 Developer by:

Signed, Sealed and Delivered

For and on behalf of the NREDCAP by:

Signature of Authorised Person

Authorized Signatory

Signature of Authorised Person

Vice Chairman and Managing Director

**Witnesses**

In the presence of

1) Signature

Name

Address

2) Signature

Name

Address

## 16.9. Implementation Agreement for Wind-Solar Hybrid

### AGREEMENT

**THIS AGREEMENT** is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20XX, at Tadepalli, Andhra Pradesh, by and between:

**New and Renewable Energy Development Corporation of Andhra Pradesh Ltd.**, a company wholly owned by the State Government of Andhra Pradesh, incorporated under the Companies Act, 1956, having its registered office at #12-464/5/1, River Oaks Apartment, CSR Kalyana Mandapam Road, Tadepalli, Guntur District – 522501, Andhra Pradesh, India, represented herein by its Vice Chairman & Managing Director or authorized signatory (hereinafter referred to as “NREDCAP”, which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors, and assigns), of the FIRST PART;

### **AND**

(2) M/s. \_\_\_\_\_, a company incorporated under the Companies Act, 1956 or 2013, having its registered office at \_\_\_\_\_, represented herein by its Authorized Signatory, Sri \_\_\_\_\_ (hereinafter referred to as the “Developer”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, and permitted assignees), of the SECOND PART;

NREDCAP and the Developer are severally referred to as the “Party” and collectively as the “Parties”.

### **WHEREAS,**

- A. NREDCAP is the Nodal Agency for the approval of wind-solar hybrid power projects up to 40 MW capacity and, therefore, for the setting up of Wind-Solar Hybrid Projects in the Potential Areas in the State of Andhra Pradesh as per the AP ICE Policy 2024 of the Government of Andhra Pradesh (GoAP) notified vide G.O.Ms.No.37, Energy (Power-II) Department, Dt.30/10/2024 (hereinafter called the “Policy”) as well. For projects with more than 40 MW capacity, the SIPC, SIPB & GoAP grants clearance on the recommendations of NREDCAP. The Policy, inter alia, aims at encouraging the optimum utilization of the available wind and solar power potential in the State by facilitating the adoption of state-of-the-art technology through private participation, balancing the interests of the customers and the Developers, and permitting the Developers to use the power produced for captive consumption or sale to a third party or to DISCOMs or export outside the state of Andhra Pradesh as per the guidelines under the Policy, the Indian Electricity Act 2003, and the rules and regulations made and the directions issued by GoAP thereunder.
- B. Under the Policy, the Eligible Developers must approach NREDCAP with the prescribed application for the allotment of wind-solar hybrid power capacity in the potential areas. After due consideration of the eligibility and other factors, NREDCAP sanctions the capacity in favor of the applicant, duly specifying the terms and conditions of the sanction. Upon fulfillment of the conditions of the sanction, the Developer must approach the Government/District Collector if the potential area is located on government lands for the allotment of land as recommended by

NREDCAP. If the potential area is located on private lands, the Developer shall acquire the land from the owner.

- C. The Developer submitted an application on \_\_\_\_\_ for the allotment of \_\_\_\_\_ MW capacity at \_\_\_\_\_ District (hereinafter called the "Area"). NRECAP through its orders/ sanction letter No. \_\_\_\_\_ has sanctioned the setting up and operation of the Wind-Solar Hybrid Power project for the generation of \_\_\_\_\_ MW capacity comprising of \_\_\_\_\_ MW Wind and \_\_\_\_\_ MW Solar at \_\_\_\_\_ (Location), \_\_\_\_\_ District (hereinafter called the "Project") by M/s. \_\_\_\_\_ (hereinafter referred to as the "Developer") stipulating the terms and conditions thereof and for entering into this Agreement.

## **NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

### **ARTICLE 1**

#### **DEFINITIONS AND INTERPRETATION**

##### **1.1 Definitions**

In this Agreement, the words and expressions, unless otherwise defined or described herein, shall, unless repugnant to the context or meaning thereof, have the meanings assigned to them in the Andhra Pradesh Electricity Reforms Act, 1998 (APER Act), the Indian Electricity Act, and the orders of the Government of Andhra Pradesh (GoAP).

##### **1.2 Public Interest**

The award, development, operation, and maintenance of the Project are in the public interest.

##### **1.3 Essence of Time**

As the Project implementation is according to a pre-decided time schedule, the Developer shall ensure that the Project is executed within the Project Implementation Period, specifically on or before the Scheduled Commercial Operation Date (COD).

### **ARTICLE 2**

#### **GRANT OF ALLOTMENT**

##### **2.1 Sanction of Allotment of Capacity**

- a) Subject to and in accordance with the terms and conditions set forth in this Agreement, and the Developer undertaking to observe and perform the covenants, obligations, responsibilities, terms and conditions of the Agreement, NREDCAP hereby facilitates the setting up by the Developer of a Wind-Solar Hybrid Power Project of \_\_\_\_\_ MW capacity in the identified Potential Area at \_\_\_\_\_ (Location), \_\_\_\_\_ (District), for the generation of wind and solar power for commercial use (sale) or captive consumption, or export outside the state of Andhra Pradesh.
- b) In the event that the capacity specified in the Grid Connectivity Agreement exceeds the sanctioned capacity stipulated under this Implementation Agreement, the Developer shall be obligated to

execute a fresh Implementation Agreement with SNA. The new Implementation Agreement shall reflect the updated capacity as specified in the Grid Connectivity Agreement.

- c) Furthermore, the Developer shall be liable to pay all applicable charges, fees, and levies associated with the incremental capacity, as determined by the relevant clauses in the Policy.

## **2.2 Financing**

The Developer 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 allotment of the Project and its development and operation by the Developer shall be subject to the Indian Electricity Act 2003 and the rules and regulations made thereunder from time to time; the policies and guidelines notified by the Government of India and Government of Andhra Pradesh from time to time; the regulations and directions of the Andhra Pradesh Electricity Regulatory Commission (APERC); the policies as amended from time to time; and all other applicable laws.

## **2.4 Sanction Fee**

The sanction fee paid by the Developer towards allotted capacity and facilitation fee paid in terms of the sanction letter for entering this Agreement is one-time payment and non-refundable.

## **2.5 Facilitation by NREDCAP**

NREDCAP may assist the Developer in securing the required clearances for the Project at the State and Central Government levels and the allocation of revenue/ forest lands in the project allotted areas. However, this assistance shall not be binding on NREDCAP.

## **2.6 Regulation of Allotment**

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

# **ARTICLE 3**

## **PROJECT COMPLETION AND OPERATION**

### **3.1 Project Completion Timeline**

<b>Project Milestone</b>		<b>Wind-SolarHybrid Project</b>
	<b>Commencement of Project Timeline (T0)</b>	
<b>A</b>	<b>Allotment (SNA)/ LOA</b>	<b>T0</b>
a1	Payment of applicable fee/ charges	3 months
a2	DPR approval (for PSP only)	Not Applicable
a3	Connectivity approval (ISTS/ CTU)	2 months
a4	Connectivity agreement (copy to be submitted to SNA)	4 months
a5	Land (Sale deed or Lease)	6 months

a6	Commercial agreement (PPA/ PSA/ BESPA)	6 months
a7	Financial Closure (Letter or in principle approval from banker/ Banker consortium to be submitted to SNA)	6 months
<b>B</b>	<b>Project Construction Schedule</b>	
b1	Placement of Equipment Order (Payment proof to be submitted)	8 months
b2	Construction start date (intimation to be sent to SNA)	10 months
b3	Periodic status update by Developer (Quarterly Progress)	12 months and every quarter thereafter
b4	Scheduled COD of the Project	24 months

### 3.2 Project Completion Period

- a) The time schedule for the completion of Wind-Solar Hybrid Power Projects that utilize resources allocated by the GoAP, such projects shall be bound by the timelines as defined in Article 3.1 of this agreement. However, if those projects are allocated through bidding process without any resource allocation by the State, they shall be governed by the bid document and Power Purchase Agreement.
- b) The Project Completion shall be as per the Project Completion Timeline mentioned in Article 3 of this agreement i.e. 24 months from the Date of Allotment/ LOA for Wind-Solar Hybrid Power Projects. This period includes the time required for securing all applicable clearances, approvals, and financial closure. The Developer shall submit to NREDCAP a Project Completion Schedule with set timelines for each component for approval and monitoring by NREDCAP.

### 3.3 Delays in Project Completion

- a) NREDCAP shall provide the permissible time extension period of 6 months only during Phase A - Allotment Phase, subject to payment of time extension fee at INR 20,000 per MW per month of delay along with the applicable GST. The non-achievement of any of the pre-defined project milestones within the specified timelines of Article 3.1 of this agreement, including the permissible extension period allowed in the Allotment Phase, shall result in deemed cancellation of the Project along with resources (Land and Capacity). In addition, the Performance Bank Guarantee shall be encashed /forfeited.
- b) In case, when the Project enters Phase B – Project Construction Schedule, subject to verification by SNA, shall be permitted time extension by levying penalty of 0.25% of project cost per quarter (in parts thereof) for a period of maximum 6 months. Beyond 6 months of delay, no incentives shall be available for the project.
- c) Project Developers shall handover the resources to the SNA within 14 days from intimation of deemed cancellation. Thereafter, the resources shall be made available for allocation to other Project Developers.

- d) If forest land diversion is required, the commissioning timeline shall be extended by up to one year from the date of submission of the request with necessary documents, without any additional fees.
- e) In case part capacity is commissioned on or before Scheduled CoD, the remaining capacity shall be cancelled, and the Performance Bank Guarantee of uncommissioned capacity shall be encashed /forfeited. The incentives shall be availed only for the commissioned capacity.
- f) In case part capacity is commissioned beyond Scheduled CoD (after availing timeline extension during Allotment phase and/or Project Construction phase), the uncommissioned capacity shall be cancelled, and the Performance Bank Guarantee of uncommissioned capacity shall be encashed /forfeited. The incentives shall be availed only for the commissioned capacity.
- g) In the event of non-achievement of any of the project milestones within specified timeline as per Article 3.1 of this agreement due to delays in project related approvals/ clearances not attributable to the Developer, then the reasons of such delays shall be duly examined on a case-by-case basis. Appropriate extensions can be considered, however, the final decision on granting project timeline extension shall rest with GoAP.
- h) The Project Developer shall submit the quarterly progress reports to SNA on regular basis.

## **ARTICLE 4**

### **PERFORMANCE GUARANTEE**

- a) For the due and satisfactory performance of its obligations under the Agreement, the Developer has submitted an irrevocable Bank Guarantee towards Performance Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ for an amount of INR \_\_\_\_\_/- and valid upto \_\_\_\_\_ for a period of two years (24 months).
- b) In all cases where the Project is not completed within twenty-four months and the Agreement is not terminated for any reason, including extensions of time with penalties as per Article 3 or any other reasons provided in the Agreement, it shall be the responsibility of the Developer to extend the Bank Guarantee within 30 (thirty) days of expiry of twenty-four months. Failing this, the Agreement shall be deemed to have expired or been terminated at the end of the twenty-fourth month, irrespective of the progress made in the Project Completion.
- c) The Performance Guarantee shall be invoked for any defaults by the Developer and/or towards any dues to NREDCAP as stipulated hereinabove and as provided in the Agreement.
- d) NREDCAP, upon an application made by the Developer, may consider releasing proportionate amount of the Performance Guarantee based on the partial commissioned capacity. The decision of NREDCAP in the matter of partial commissioned capacity and the quantum of the amount to be released shall be final and binding on the Developer, and no correspondence from the Developer in this regard shall be entertained.

## **ARTICLE 5**

### **OBLIGATIONS OF DEVELOPER**

In addition to and not in derogation or substitution of any of the obligations set out elsewhere in this Agreement, the Developer shall, as mandatory obligation-

- a) Abide by the provisions of the allotment order issued by the Government vide GO Ms. No. \_\_\_\_ dated \_\_\_\_\_ of Energy (Power-II) Department or NREDCAP Letter No \_\_\_\_\_ dated \_\_\_\_\_, and the provisions of the AP ICE Policy 2024 announced by the Govt. of AP. vide G.O.Ms.No.37, Energy (Power-II) Department, Dt.30/10/2024 as well as any other orders issued by the Government of Andhra Pradesh from time to time.
- b) Abide by the guidelines issued by the Ministry of New and Renewable Energy (MNRE) from time to time.
- c) Set up the Project in specified and proposed areas as demarcated on the topo sheet.
- d) Ensure the installation of equipment shall be as per the standards and specification of the Ministry of New and Renewable Resources, Ministry of Power, Central Electricity Authority, and other statutory bodies.
- e) Report to NREDCAP if there is any change in the proposal submitted along-with the application and obtain prior written approval of NREDCAP for such changes.
- f) Explore the possibility of installing higher capacity Wind Electric Generators to achieve a higher Plant Load Factor, ensuring that only Wind Electric Generators approved by the National Institute of Wind Energy (NIWE) are installed under the project.
- g) Ensure that no second hand or used wind turbines, whether imported or procured locally, shall be installed.
- h) Ensure that the Project generates grid-quality power with a power factor not less than 0.85 and should draw minimum reactive power.
- i) Enter into the Power Purchase Agreement, Open Access Agreement or Wheeling Agreement with Central Transmission Utility (CTU)/ Renewable Energy Implementing Agencies (REIAs)/ APTRANSCO/ DISCOMs or any other authorized agency in terms of the Policies and the orders and/or guidelines of the Government of India, Government of Andhra Pradesh, Central Electricity Regulatory Commission (CERC), AP Electricity Regulatory Commission (APERC) and other statutory authorities issued thereunder and also the Indian Electricity Act and the rules and regulations made thereunder, from time to time.
- j) There is no liability to the Government/ APDISCOMs to purchase power and to APTRANSCO for connectivity.
- k) The state shall have the right of first refusal of up to 30% of the allotted project capacity and tariff shall be determined by SERC under Section 62. Alternatively, Discoms shall procure through Tariff Based competitive bidding.
- l) Secure and keep in force at all times, all applicable clearances, permits, sanctions, approvals and No Objection Certificates necessary for setting up of the Project, including the installation of Wind Electric Generators under the Applicable Laws from the Relevant Authorities.

- m) Cover all the costs, from initial investigations to final commissioning and ongoing operation and maintenance.
- n) Permit the other Developers to use the roads and other infrastructure facilities, if any, on the allotted land, and provide infrastructure and other facilities for conveyance and for transmission of power necessary in that area.
- o) Achieve the Financial Closure within a period of six (6) months from the date of signing of the Agreement or earlier, subject to any extension granted in writing by NREDCAP at the request of the Developer either due to delays in securing the Clearances etc. or due to any Force Majeure Event. Any extension so granted by NREDCAP shall not ipso-facto extend the Project Completion Period.
- p) Comply with following provisions for the transfer of project/ SPV transfer/ name change:
  - i. Project Developer shall submit a Transfer Application to SNA for SPV/Project transfer in full/partial capacity.
  - ii. SNA shall scrutinize the transfer application and if deemed fit, shall forward the application to SIPB, SIPC and GoAP for approval.
  - iii. SPV/ Project Transfer approved by GoAP shall be intimated to the Developers within seven (7) working days of GoAP approval.
  - iv. Further, the Developer/ Transferee shall pay the associated transfer fee to the SNA. Upon payment of transfer fee, the SNA shall provide the transfer approval wherever applicable.
  - v. In case of name change, the name shall be registered in Register of Companies as per the Companies Act.
  - vi. Transfer fee and BG can be paid by either party (transferee/ transferor).
  - vii. For projects opting for change of location, the transfer fee shall be applied according to clause 17.11 - 'Summary of Fees and Charges' in the AP ICE Policy 2024, based on the type of project.
  - viii. The transfer of a project or SPV, in part or full capacity, to other parties before the project's commissioning is allowed multiple times. This includes the transfer of resources such as land, connectivity (STU), and any other existing approvals.
- q) Ensure that the Project Site remains free from all encroachments and take all steps necessary to remove encroachments, if any.
- r) Make payment to any Government Agency, if required, for the provision of such services as are not provided in the normal course or are available only on payment.
- s) Operate and maintain the Project at all times during the Operations Period in conformity with this Agreement, including but not limited to the Specifications and Standards, Good Industry Practice, and the orders/guidelines of the Government of Andhra Pradesh under the Policy; and the Indian Electricity Act 2003 and the rules and regulations made thereunder from time to time.



- t) Keep and maintain the Project Site in a neat, clean and hygienic condition and in conformity with the applicable laws and applicable permissions.
- u) Comply with all the terms and conditions and satisfactorily perform all its obligations stipulated under this Agreement, in addition to such other obligations and undertakings under the provisions of the land allotment.
- v) Be solely responsible for all or any risks of whatever nature attached or inherent to development, construction, marketing, operation of, and investment in the Project.
- w) Report to NREDCAP any default notices issued by the relevant authorities in matters concerning the setting up of the Project or its operation and maintenance and the remedial measures being taken/taken by it.
- x) Pay and discharges all taxes, levies, charges, fees, cess, levies and other impositions of whatever description under law, including the service tax concerning the subject matter of the Agreement.

## **ARTICLE 6**

### **PROJECT COMPLETION CERTIFICATE AND INSPECTIONS**

#### **6.1 Project Completion Certificate**

The Project shall be deemed to have been completed in terms of this Agreement only after inspection and testing, and upon the issuance of the completion certificate by the concerned statutory authority, as the case may be.

#### **6.2 Inspections**

NREDCAP through its Authorised Officer/s shall have the right and similarly the officers of other departments/organizations of the Government of India or the Government of Andhra Pradesh having jurisdiction over the Project for inspection of the Project and the Developer shall permit such inspections and failure to do so by the Developer shall be a default.

#### **6.3 Periodical Reports**

The Developer shall submit quarterly progress reports for each quarter ending in March, June, September, and December for review by NREDCAP until the commissioning of the Project, and thereafter, monthly progress reports on power generation.

## **ARTICLE 7**

### **EVENTS OF DEFAULT AND TERMINATION**

#### **7.1 Event of Default and Termination**

- a) Save and except as otherwise provided in the Agreement, in case of any default of the Developer, NREDCAP shall have the right to terminate the Agreement with 30 (thirty) days advance notice.

- b) Upon Termination under Clause (a) above, NREDCAP shall have no obligation to compensate the Developer in any manner.

## **ARTICLE 8**

### **MISCELLANEOUS**

#### **8.1 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"), shall in the first instance 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 thirty (30) days, the Developer may appeal to the Chairman of the Board of Directors of NREDCAP, whose decision shall be final and binding.

#### **8.2 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 Amaravati, Andhra Pradesh State, India, shall have jurisdiction over all matters arising out of or relating to this Agreement.

#### **8.3 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.

#### **8.4 Amendments**

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the Agreement between 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.

## **8.5 Exclusion of Implied Warranties etc.**

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.

## **8.6 Counterparts**

***This Agreement shall be executed in two counterparts on non-judicial papers of INR100/- 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 Developer by:

Signed, Sealed and Delivered

For and on behalf of the NREDCAP by:

Signature of Authorised Person

Authorized Signatory

Signature of Authorised Person

Vice Chairman and Managing Director

## **Witnesses**

In the presence of

1) Signature

Name

Address

2) Signature

Name

Address

## 16.10. Implementation Agreement for Pumped Storage Projects

### AGREEMENT

**THIS AGREEMENT** is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20XX, at Tadepalli, Andhra Pradesh, by and between:

**New and Renewable Energy Development Corporation of Andhra Pradesh Ltd.**, a company wholly owned by the State Government of Andhra Pradesh, incorporated under the Companies Act, 1956, having its registered office at #12-464/5/1, River Oaks Apartment, CSR Kalyana Mandapam Road, Tadepalli, Guntur District – 522501, Andhra Pradesh, India, represented herein by its Vice Chairman & Managing Director or authorized signatory (hereinafter referred to as “NREDCAP”, which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors, and signs), of the FIRST PART;

### **AND**

(2) M/s. \_\_\_\_\_, a company incorporated under the Companies Act, 1956 or 2013, having its registered office at \_\_\_\_\_, represented herein by its Authorized Signatory, Sri \_\_\_\_\_ (hereinafter referred to as the “Developer”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, and permitted assignees), of the SECOND PART;

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

### **WHEREAS,**

- A. NREDCAP is the Nodal Agency for Pumped Storage Projects (PSPs), therefore, for the setting up of PSPs in the Potential Areas in the State of Andhra Pradesh as per the AP ICE Policy 2024 of the Government of Andhra Pradesh (GoAP) notified vide G.O.Ms.No.37, Energy (Power-II) Department, Dt.30/10/2024 (hereinafter called the “Policy”) as well. For Pumped Storage Projects (PSPs), the SIPC, SIPB & GoAP grants clearance on the recommendations of NREDCAP. The Policy, inter alia, aims at encouraging the optimum utilization of the available pumped energy storage potential in the State by facilitating the adoption of state-of-the-art technology through private participation, balancing the interests of the customers and the Developers, and permitting the Developers to use the power produced for captive consumption or sale to a third party or to DISCOMs or export outside the state of Andhra Pradesh as per the guidelines under the Policy, the Indian Electricity Act 2003, and the rules and regulations made and the directions issued by GoAP thereunder.
- B. Under the Policy, the Eligible Developers must approach NREDCAP with the prescribed application for the allotment of PSP capacity in the potential areas. After due consideration of the eligibility and other factors, NREDCAP sanctions the capacity in favor of the applicant, duly specifying the terms and conditions of the sanction. Upon fulfillment of the conditions of the sanction, the Developer must approach the Government/District Collector if the potential area is

located on government lands for the allotment of land as recommended by NREDCAP. If the potential area is located on private lands, the Developer shall acquire the land from the owner.

C. The Developer submitted an application on \_\_\_\_\_ for the allotment of \_\_\_\_\_ MW capacity at \_\_\_\_\_ District (hereinafter called the “Area”). NREDCAP, through its orders/sanction Letter No. \_\_\_\_\_, has sanctioned the setting up and operation of the Pumped Storage Project for the generation of \_\_\_\_\_ MW capacity at \_\_\_\_\_ (Location), \_\_\_\_\_ District (hereinafter called the “Project”), by M/s. \_\_\_\_\_ (hereinafter referred to as the “Developer”) stipulating the terms and conditions thereof and for entering into this Agreement.

## **NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS**

### **ARTICLE 1**

#### **DEFINITIONS AND INTERPRETATION**

##### **1.4 Definitions**

In this Agreement, the words and expressions, unless otherwise defined or described herein, shall, unless repugnant to the context or meaning thereof, have the meanings assigned to them in the Andhra Pradesh Electricity Reforms Act, 1998 (APEREC Act), the Indian Electricity Act, and the orders of the Government of Andhra Pradesh (GoAP).

##### **1.5 Public Interest**

The award, development, operation, and maintenance of the Project are in the public interest.

##### **1.6 Essence of Time**

As the Project implementation is according to a pre-decided time schedule, the Developer shall ensure that the Project is executed within the Project Implementation Period, specifically on or before the Scheduled Commercial Operation Date (COD).

### **ARTICLE 2**

#### **GRANT OF ALLOTMENT**

##### **2.1 Sanction of Allotment of Capacity**

Subject to and in accordance with the terms and conditions set forth in this Agreement, and the Developer undertaking to observe and perform the covenants, obligations, responsibilities, terms, and conditions of the Agreement, NREDCAP hereby facilitates the setting up by the Developer of a Pumped Storage Project \_\_\_\_\_ MW capacity in the identified Potential Area at \_\_\_\_\_ (Location), \_\_\_\_\_ District, for the generation of power for commercial use (sale), captive consumption, or export outside the state of Andhra Pradesh.

##### **2.2 Financing**

The Developer 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 allotment of the Project and its development and operation by the Developer shall be subject to the Indian Electricity Act 2003 and the rules and regulations made thereunder from time to time; the policies and guidelines notified by the Government of India and Government of Andhra Pradesh from time to time; the regulations and directions of the Andhra Pradesh Electricity Regulatory Commission (APERC); the policies as amended from time to time; and all other applicable laws.

### 2.4 Facilitation Fee

The facilitation fee paid by the Developer in terms of the allotment letter for entering into this Agreement is a one-time payment and non-refundable.

### 2.5 Facilitation by NREDCAP

NREDCAP may assist the Developer in securing the required clearances for the Project at the State and Central Government levels and the allocation of revenue/ forest lands in the project allotted areas. However, this assistance shall not be binding on NREDCAP.

### 2.6 Regulation of Allotment

The Policy empowers NREDCAP to regulate the allotment of Pumped Storage Projects.

## ARTICLE 3

### PROJECT COMPLETION AND OPERATION

#### 3.1 Project Completion Timeline

Project Milestone		PSP
	<b>Commencement of Project Timeline (T0)</b>	
<b>A</b>	<b>Allotment (SNA)/ LOA</b>	<b>T0</b>
a1	Payment of applicable fee/ charges	3 months
a2	DPR approval	12 months
a3	Connectivity approval (ISTS/ CTU)	2 months
a4	Connectivity agreement (copy to be submitted to SNA)	4 months
a5	Land (Sale deed or Lease)	12 months
a6	Commercial agreement (PPA/ PSA/ BESPA)	12 months
a7	Financial Closure (Letter or in principle approval from banker/ Banker consortium to be submitted to SNA)	12 months
<b>B</b>	<b>Project Construction Schedule</b>	
b1	Placement of Equipment Order (Payment proof to be submitted)	15 months

b2	Construction start date (intimation to be sent to SNA)	17 months
b3	Periodic status update by Developer (Quarterly Progress)	24 months and every quarter thereafter
b4	Scheduled COD of the Project	48 months

### 3.2 Project Completion Period

- a) The time schedule for completion of Pumped Storage Projects that utilize resources allocated by GoAP, such projects shall be bound by the timelines as defined in the Article 3.1 of this agreement. However, if those projects are allocated through bidding process without any resource allocation by the state, they will be governed by the bid document and Power Purchase Agreement.
- b) The Project Completion shall be as per the Project Completion Timeline mentioned in Article 3 of this agreement i.e. 48 months from the Date of Allotment/ LOA for Pumped Storage Projects. This period includes the time required for securing all applicable clearances, approvals, and financial closure. The Developer shall submit to NREDCAP, a Project Completion Schedule with set timelines for each component for approval and monitoring by NREDCAP.

### 3.3 Delays in Project Completion

- a) NREDCAP shall provide the permissible time extension period of 12 months only during Phase A - Allotment Phase, subject to payment of time extension fee at INR 20,000 per MW per month of delay along with the applicable GST. The non-achievement of any of the pre-defined project milestones within the specified timelines of Article 3.1 of this agreement, including the permissible extension period allowed in the Allotment Phase, shall result in deemed cancellation of the Project along with resources (Land and Capacity). In addition, the Performance Bank Guarantee shall be encashed /forfeited.
- b) In case, when the Project enters Phase B – Project Construction Schedule, subject to verification by SNA, shall be permitted time extension by levying penalty of 0.25% of project cost per quarter (in parts thereof) for a period of maximum 6 months. Beyond 6 months of delay, no incentives shall be available for the project.
- c) Project Developers shall handover the resources to the SNA within 14 days from intimation of deemed cancellation. Thereafter, the resources shall be made available for allocation to other Project Developers.
- d) If forest land diversion is required, the commissioning timeline shall be extended by up to one year from the date of submission of the request with necessary documents, without any additional fees.
- e) In case part capacity is commissioned on or before Scheduled CoD, the remaining capacity shall be cancelled, and the Performance Bank Guarantee of uncommissioned capacity shall be encashed /forfeited. The incentives shall be availed only for the commissioned capacity.
- f) In case part capacity is commissioned beyond Scheduled CoD (after availing timeline extension during Allotment phase and/or Project Construction phase), the uncommissioned capacity shall be



cancelled, and the Performance Bank Guarantee of uncommissioned capacity shall be encashed /forfeited. The incentives shall be availed only for the commissioned capacity.

- g) In the event of non-achievement of any of the project milestones within specified timeline as per Article 3.1 of this agreement due to delays in project related approvals/ clearances not attributable to the Developer, then the reasons of such delays shall be duly examined on a case-by-case basis. Appropriate extensions can be considered, however, the final decision on granting project timeline extension shall rest with GoAP.
- h) The Project Developer shall submit the quarterly progress reports to SNA on regular basis.

## **ARTICLE 4**

### **PERFORMANCE BANK GUARANTEE**

- a) For the due and satisfactory performance of its obligations under the Agreement, the Developer has submitted an irrevocable Bank Guarantee towards Performance Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ for an amount of INR \_\_\_\_\_/- and valid upto \_\_\_\_\_ for a period of four years (48 months).
- b) In all cases where the Project is not completed within forty-eight months and the Agreement is not terminated for any reason, including extensions of time with penalties as per Article 3 or any other reasons provided in the Agreement, it shall be the responsibility of the Developer to extend the Bank Guarantee within 30 (thirty) days of expiry of forty-eight months. Failing this, the Agreement shall be deemed to have expired or been terminated at the end of the forty-eighth month, irrespective of the progress made in the Project Completion.
- c) The Performance Guarantee shall be invoked for any defaults by the Developer and/or towards any dues to NREDCAP as stipulated hereinabove and as provided in the Agreement.
- d) NREDCAP, upon an application made by the Developer, may consider releasing proportionate amount of the Performance Guarantee based on the partial commissioned capacity. The decision of NREDCAP in the matter of partial commissioned capacity and the quantum of the amount to be released shall be final and binding on the Developer, and no correspondence from the Developer in this regard shall be entertained.

## **ARTICLE 5**

### **OBLIGATIONS OF DEVELOPER**

In addition to and not in derogation or substitution of any of the obligations set out elsewhere in this Agreement, the Developer shall, as mandatory obligation-

- a) Abide by the provisions of the allotment order issued by the Government vide GO Ms. No. \_\_\_\_ dated \_\_\_\_\_ of Energy (Power-II) Department or NREDCAP Letter No. \_\_\_\_\_ dated \_\_\_\_\_, and the provisions of the AP ICE Policy 2024 announced by the Govt. of AP. vide G.O.Ms.No.37, Energy (Power-II) Department, Dt.30/10/2024 as well as any other orders issued by the Government of Andhra Pradesh from time to time.

- b) Abide by the guidelines issued by the Ministry of Power(MoP), Central Electricity Authority (CEA), Central Water Commission (CWC), and other governing agencies from time to time.
- c) Set up the Project in specified and proposed areas as demarcated on the topo sheet.
- d) Ensure the installation of equipment shall be as per the standards and specification of the Ministry of New and Renewable Resources, Ministry of Power, Central Electricity Authority, and other statutory bodies.
- e) Report to NREDCAP if there is any change in the proposal submitted along-with the application and obtain prior written approval of NREDCAP for such changes.
- f) Ensure that the Project generates grid-quality power with a power factor not less than 0.85 and should draws minimum reactive power.
- g) Enter into the Power Purchase Agreement, Open Access Agreement or Wheeling Agreement with Central Transmission Utility (CTU)/ Renewable Energy Implementing Agencies (REIAs)/ APTRANSCO/ DISCOMs or any other authorized agency in terms of the Policies and the orders and/or guidelines of the Government of India, Government of Andhra Pradesh, Central Electricity Regulatory Commission (CERC), AP Electricity Regulatory Commission (APERC) and other statutory authorities issued thereunder and also the Indian Electricity Act and the rules and regulations made thereunder, from time to time.
- h) There is no liability to the Government/ APDISCOMs to purchase power and to APTRANSCO for connectivity.
- i) The state shall have the right of first refusal of up to 30% of the allotted project capacity and tariff shall be determined by SERC under Section 62. Alternatively, Discoms shall procure through Tariff Based competitive bidding.
- j) Secure and keep in force at all times all applicable clearances, permits, sanctions, approvals and No Objection Certificates necessary for setting up of the Project, including the installation of equipment under the applicable laws from the relevant authorities.
- k) Reimburse/pay the expenses incurred for preparation of Techno-Commercial Feasibility Report, Feasibility Report and DPR by NREDCAP and any additional expenditure incurred towards obtaining various clearances and cost of diversion of land as decided by Forest Department/Govt.of A.P.
- l) Cover all the costs, from initial investigations to final commissioning and ongoing operation and maintenance.
- m) Permit the other Developers to use the roads and other infrastructure facilities, if any, on the allotted land, and provide infrastructure and other facilities for conveyance and for transmission of power necessary in that area.
- n) Achieve the Financial Closure within a period of twelve (12) months from the date of signing of the Agreement or earlier, subject to any extension granted in writing by NREDCAP at the request of the Developer either due to delays in securing the Clearances etc. or due to any Force Majeure Event. Any extension so granted by NREDCAP shall not ipso-facto extend the Project Completion Period.
- o) Comply with following provisions for the transfer of project/ SPV transfer/ name change:

- i. Project Developer shall submit a Transfer Application to SNA for SPV/Project transfer in full/partial capacity.
  - ii. SNA shall scrutinize the transfer application and if deemed fit, shall forward the application to SIPB, SIPC and GoAP for approval.
  - iii. SPV/ Project Transfer approved by GoAP shall be intimated to the Developers within seven (7) working days of GoAP approval.
  - iv. Further, the Developer/ Transferee shall pay the associated transfer fee to the SNA. Upon payment of transfer fee, the SNA shall provide the transfer approval wherever applicable.
  - v. In case of name change, the name shall be registered in Register of Companies as per the Companies Act.
  - vi. Transfer fee and BG can be paid by either party (transferee/ transferor).
  - vii. For projects opting for change of location, the transfer fee shall be applied according to clause 17.11 - 'Summary of Fees and Charges' in the AP ICE Policy 2024, based on the type of project.
  - viii. The transfer of a project or SPV, in part or full capacity, to other parties before the project's commissioning is allowed multiple times. This includes the transfer of resources such as land, connectivity (STU), and any other existing approvals.
- p) Ensure that the Project Site remains free from all encroachments and take all steps necessary to remove encroachments, if any.
  - q) Follow the provisions of Rehabilitation & Resettlement Policy of the Government of India and Government of Andhra Pradesh scrupulously at their own cost.
  - r) Make payment to any Government Agency, if required, for the provision of such services as are not provided in the normal course or are available only on payment.
  - s) Operate and maintain the Project at all times during the Operations Period in conformity with this Agreement, including but not limited to the Specifications and Standards, Good Industry Practice, and the orders/guidelines of the Government of Andhra Pradesh under the Policy, and the Indian Electricity Act and the rules and regulations made thereunder from time to time.
  - t) Keep and maintain the Project Site in a neat, clean and hygienic condition and in conformity with the applicable laws and applicable permission.
  - u) Comply with all the terms and conditions and satisfactorily perform all its obligations stipulated under this Agreement, in addition to such other obligations and undertakings under the provisions of the land allotment.
  - v) Be solely responsible for all or any risks of whatever nature attached or inherent to development, construction, marketing, operation of, and investment in the Project.
  - w) Report to NREDCAP any default notices issued by the relevant authorities in matters concerning the setting up of the Project or its operation and maintenance and the remedial measures being taken/taken by it.
  - x) Pay and discharges all taxes, levies, charges, fees, cess, levies and other impositions of whatever description under law, including the service tax concerning the subject matter of the Agreement.

## **ARTICLE 6**

### **PROJECT COMPLETION CERTIFICATE AND INSPECTIONS**

#### **6.1. Project Completion Certificate**

The Project shall be deemed to have been completed in terms of this Agreement only after inspection and testing, and upon the issuance of the completion certificate by the concerned statutory authority, as the case may be.

#### **6.2. Inspections**

NREDCAP, through its Authorized Officer(s), shall have the right, and similarly, the officers of other departments/organizations of the Government of India or the Government of Andhra Pradesh having jurisdiction over the Project, to inspect the Project. The Developer shall permit such inspections, and failure to do so by the Developer shall constitute a default.

#### **6.4. Periodical Reports**

The Developer shall submit quarterly progress reports for each quarter ending in March, June, September, and December for review by NREDCAP until the commissioning of the Project, and thereafter, monthly progress reports on power generation.

## **ARTICLE 7**

### **EVENTS OF DEFAULT AND TERMINATION**

#### **7.1 Event of Default and Termination**

- a) Save and except as otherwise provided in this Agreement, in case of any default by the Developer, NREDCAP shall have the right to terminate this Agreement with thirty (30) days advance notice.
- b) Upon Termination under Clause (a) above, NREDCAP shall have no obligation to compensate the Developer in any manner.

## **ARTICLE 8**

### **MISCELLANEOUS**

#### **8.1 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"), shall in the first instance 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 thirty (30) days, the Developer may appeal to the Chairman of the Board of Directors of NREDCAP, whose decision shall be final and binding.

## 8.2 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 Amaravati, Andhra Pradesh State, India, shall have jurisdiction over all matters arising out of or relating to this Agreement.

## 8.3 Waiver

- c) 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 under this Agreement:
  - iv. 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
  - v. Shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
  - vi. Shall not affect the validity or enforceability of this Agreement in any manner.
- d) 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 a waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

## 8.4 Amendments

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the Agreement between 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.

## 8.5 Exclusion of Implied Warranties etc.

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.

## 8.6 Counterparts

***This Agreement shall be executed in two counterparts on non-judicial papers of INR100/- 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 Developer by:

Signed, Sealed and Delivered

For and on behalf of the NREDCAP by:

Signature of Authorised Person

Authorized Signatory

Signature of Authorised Person

Vice Chairman and Managing Director

**Witnesses**

In the presence of

1) Signature

Name

Address

2) Signature

Name

Address

## 16.11. Implementation Agreement for Mini and Small Hydro Projects

### AGREEMENT

**THIS AGREEMENT** is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20XX, at Tadepalli, Andhra Pradesh, by and between:

**New and Renewable Energy Development Corporation of Andhra Pradesh Ltd.**, a company wholly owned by the State Government of Andhra Pradesh, incorporated under the Companies Act, 1956, having its registered office at #12-464/5/1, River Oaks Apartment, CSR Kalyana Mandapam Road, Tadepalli, Guntur District – 522501, Andhra Pradesh, India, represented herein by its Vice Chairman & Managing Director or authorized signatory (hereinafter referred to as “NREDCAP”, which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors, and assigns), of the FIRST PART;

### **AND**

(2) M/s. \_\_\_\_\_, a company incorporated under the Companies Act, 1956 or 2013, having its registered office at \_\_\_\_\_, represented herein by its Authorized Signatory, Sri \_\_\_\_\_ (hereinafter referred to as the “Developer”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, and permitted assignees), of the SECOND PART;

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

### **WHEREAS,**

- A. NREDCAP is the Nodal Agency for the approval of Mini and Small Hydro projects up to 25 MW capacity, therefore, for the setting up of Mini and Small Hydro projects in the Potential Areas in the State of Andhra Pradesh as per the AP ICE Policy 2024 of the Government of Andhra Pradesh (GoAP) notified vide G.O.Ms.No.37, Energy (Power-II) Department, Dt.30/10/2024 (hereinafter called the “Policy”) as well. The Policy, inter alia, aims at encouraging the optimum utilization of the available Mini and Small Hydro energy potential in the State by facilitating the adoption of state-of-the-art technology through private participation, balancing the interests of the customers and the Developers, and permitting the Developers to use the power produced for captive consumption or sale to a third party or to DISCOMs or export outside the state of Andhra Pradesh as per the guidelines under the Policy, the Indian Electricity Act 2003, and the rules and regulations made and the directions issued by GoAP thereunder
- B. Under the Policy, the Eligible Developers must approach NREDCAP with the prescribed application for the allotment of Mini and Small Hydro power capacity in the potential areas. After due consideration of the eligibility and other factors, NREDCAP sanctions the capacity in favor of the applicant, duly specifying the terms and conditions of the sanction. Upon fulfillment of the conditions of the sanction, the Developer must approach the Government/District Collector if the potential area is located on government lands for the allotment of land as recommended by



NREDCAP. If the potential area is located on private lands, the Developer I acquire the land from the owner.

- C. The Developer submitted an application on \_\_\_\_\_ for the allotment of \_\_\_\_ MW capacity at \_\_\_\_\_ District (hereinafter called the “Area”). NREDCAP, through its orders/sanction Letter No. \_\_\_\_\_, has sanctioned the setting up and operation of the Mini and Small Hydro Power Project for the generation of \_\_\_\_ MW capacity at \_\_\_\_\_ (Location), \_\_\_\_\_ District (hereinafter called the “Project”), by M/s. \_\_\_\_\_ (hereinafter referred to as the “Developer”) stipulating the terms and conditions thereof and for entering into this Agreement.

## **NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

### **ARTICLE 1**

#### **DEFINITIONS AND INTERPRETATION**

##### **1.1 Definitions**

In this Agreement, the words and expressions, unless otherwise defined or described herein, shall, unless repugnant to the context or meaning thereof, have the meanings assigned to them in the Andhra Pradesh Electricity Reforms Act, 1998 (APEREC Act), the Indian Electricity Act, and the orders of the Government of Andhra Pradesh (GoAP).

##### **1.2 Public Interest**

The award, development, operation, and maintenance of the Project are in the public interest.

##### **1.3 Essence of Time**

As the Project implementation is according to a pre-decided time schedule, the Developer shall ensure that the Project is executed within the Project Implementation Period, specifically on or before the Scheduled Commercial Operation Date (COD).

### **ARTICLE 2**

#### **GRANT OF ALLOTMENT**

##### **2.1 Sanction of Allotment of Capacity**

Subject to and in accordance with the terms and conditions set forth in this Agreement, and the Developer undertaking to observe and perform the covenants, obligations, responsibilities, terms, and conditions of the Agreement, NREDCAP hereby facilitates the setting up by the Developer of a Mini and Small Hydro Power Project in the identified Potential Area at \_\_\_\_\_ (Location), \_\_\_\_\_ District, for the generation of power for commercial use (sale), captive consumption, or export outside the state of Andhra Pradesh.

##### **2.2 Financing**

The Developer 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 allotment of the Project and its development and operation by the Developer shall be subject to the Indian Electricity Act 2003 and the rules and regulations made thereunder from time to time; the policies and guidelines notified by the Government of India and Government of Andhra Pradesh from time to time; the regulations and directions of the Andhra Pradesh Electricity Regulatory Commission (APERC); the policies as amended from time to time; and all other applicable laws.

## 2.4 Sanction Fee

The facilitation fee paid by the Developer in terms of the allotment letter for entering into this Agreement are a one-time payment and non-refundable.

## 2.5 Facilitation by NREDCAP

NREDCAP may assist the Developer in securing the required clearances for the Project at the State and Central Government levels and the allocation of revenue/ forest lands in the project allotted areas. However, this assistance shall not be binding on NREDCAP.

## 2.6 Regulation of Allotment

The Policy empowers NREDCAP to regulate the allotment of Mini and Small Hydro Power generation projects.

# ARTICLE 3

## PROJECT COMPLETION AND OPERATION

### 3.1 Project Completion Timeline

Project Milestone		Mini and Small Hydro
	<b>Commencement of Project Timeline (T0)</b>	
<b>A</b>	<b>Allotment (SNA)/ LOA</b>	<b>T0</b>
a1	Payment of applicable fee/ charges	3 months
a2	DPR approval (for PSP only)	-
a3	Connectivity approval (ISTS/ CTU)	2 months
a4	Connectivity agreement (copy to be submitted to SNA)	4 months
a5	Land (Sale deed or Lease)	4 months
a6	Commercial agreement (PPA/ PSA/ BESP)	6 months
a7	Financial Closure (Letter or in principle approval from banker/ Banker consortium to be submitted to SNA)	6 months
<b>B</b>	<b>Project Construction Schedule</b>	
b1	Placement of Equipment Order (Payment proof to be submitted)	8 months

b2	Construction start date (intimation to be sent to SNA)	10 months
b3	Periodic status update by Developer (Quarterly Progress)	12 months and every quarter thereafter
b4	Scheduled COD of the Project	36 months

### 3.2 Project Completion Period

- a) The time schedule for completion of Mini and Small Hydro Projects that utilize resources allocated by GoAP, such projects shall be bound by the timelines as defined in the Article 3.1 of this agreement. However, if those projects are allocated through bidding process without any resource allocation by the State, they shall be governed by the terms and conditions specified in the bid document and Power Purchase Agreement.
- b) The Project Completion shall be as per the Project Completion Timeline mentioned in Article 3 of this agreement i.e.36 months from the Date of Allotment/ LOA for Mini and Small Hydro Projects. This period includes the time required for securing all applicable clearances, approvals, and financial closure. The Developer shall submit to NREDCAP a Project Completion Schedule with set timelines for each component for approval and monitoring by NREDCAP.

### 3.3 Delays in Project Completion

- a) NREDCAP shall provide the permissible time extension period of 6 months only during Phase A - Allotment Phase, subject to payment of time extension fee at INR 20,000 per MW per month of delay along with the applicable GST. The non-achievement of any of the pre-defined project milestones within the specified timelines of Article 3.1 of this agreement, including the permissible extension period allowed in the Allotment Phase, shall result in deemed cancellation of the Project along with resources (Land and Capacity). In addition, the Performance Bank Guarantee shall be encashed /forfeited.
- b) In case, when the Project enters Phase B – Project Construction Schedule, subject to verification by SNA, shall be permitted time extension by levying penalty of 0.25% of project cost per quarter (in parts thereof) for a period of maximum 6 months. Beyond 6 months of delay, no incentives shall be available for the project.
- c) Project Developers shall handover the resources to the SNA within 14 days from intimation of deemed cancellation. Thereafter, the resources shall be made available for allocation to other Project Developers.
- d) If forest land diversion is required, the commissioning timeline shall be extended by up to one year from the date of submission of the request with necessary documents, without any additional fees.
- e) In case part capacity is commissioned on or before Scheduled CoD, the remaining capacity shall be cancelled, and the Performance Bank Guarantee of uncommissioned capacity shall be encashed /forfeited. The incentives shall be availed only for the commissioned capacity.

- f) In case part capacity is commissioned beyond Scheduled CoD (after availing timeline extension during Allotment phase and/or Project Construction phase), the uncommissioned capacity shall be cancelled, and the Performance Bank Guarantee of uncommissioned capacity shall be encashed /forfeited. The incentives shall be availed only for the commissioned capacity.
- g) In the event of non-achievement of any of the project milestones within specified timeline as per Article 3.1 of this agreement due to delays in project related approvals/ clearances not attributable to the Developer, then the reasons of such delays shall be duly examined on a case-by-case basis. Appropriate extensions can be considered, however, the final decision on granting project timeline extension shall rest with GoAP.
- h) The Project Developer shall submit the quarterly progress reports to SNA on regular basis.

#### **ARTICLE 4**

##### **PERFORMANCE BANK GUARANTEE**

- a) For the due and satisfactory performance of its obligations under the Agreement, the Developer has submitted an irrevocable Bank Guarantee towards Performance Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ for an amount of INR \_\_\_\_\_/- and valid upto \_\_\_\_\_ for a period of three years (36 months).
- b) In all cases where the Project is not completed within thirty-six months and the Agreement is not terminated for any reason, including extensions of time with penalties as per Article 3 or any other reasons provided in the Agreement, it shall be the responsibility of the Developer to extend the Bank Guarantee within 30 (thirty) days of expiry of 36 months. Failing this, the Agreement shall be deemed to have expired or been terminated at the end of the thirty-sixth month, irrespective of the progress made in the Project Completion.
- c) The Performance Guarantee shall be invoked for any defaults by the Developer and/or towards any dues to NREDCAP as stipulated hereinabove and as provided in the Agreement.
- d) NREDCAP, upon an application made by the Developer, may consider releasing proportionate amount of the Performance Guarantee based on the partial commissioned capacity. The decision of NREDCAP in the matter of partial commissioned capacity and the quantum of the amount to be released shall be final and binding on the Developer, and no correspondence from the Developer in this regard shall be entertained.

#### **ARTICLE 5**

##### **OBLIGATIONS OF DEVELOPER**

In addition to and not in derogation or substitution of any of the obligations set out elsewhere in this Agreement, the Developer shall, as mandatory obligation-

- a) Abide by the provisions of the allotment order issued by the Government vide GO Ms. No. \_\_\_\_\_ dated \_\_\_\_\_ of Energy (Power-II) Department or NREDCAP Letter No \_\_\_\_\_ dated \_\_\_\_\_, and the provisions of the AP ICE Policy 2024 announced by the Govt. of AP.

vide G.O.Ms.No.37, Energy (Power-II) Department, Dt.30/10/2024 as well as any other orders issued by the Government of Andhra Pradesh from time to time.

- b) Abide by the guidelines issued by the Ministry of New and Renewable Energy (MNRE) from time to time.
- c) Set up the Project in specified and proposed areas as demarcated on the topo sheet.
- d) Ensure the installation of equipment shall be as per the standards and specification of the Ministry of New and Renewable Resources, Ministry of Power, Central Electricity Authority, and other statutory bodies.
- e) Report to NREDCAP if there is any change in the proposal submitted along-with the application and obtain prior written approval of NREDCAP for such changes.
- f) Ensure that the Project generates grid-quality power with a power factor not less than 0.85 and should draw minimum reactive power.
- g) Enter into the Power Purchase Agreement, Open Access Agreement or Wheeling Agreement with Central Transmission Utility (CTU)/ Renewable Energy Implementing Agencies (REIAs)/ APTRANSCO/ DISCOMs or any other authorized agency in terms of the Policies and the orders and/or guidelines of the Government of India, Government of Andhra Pradesh, Central Electricity Regulatory Commission (CERC), AP Electricity Regulatory Commission (APERC) and other statutory authorities issued thereunder and also the Indian Electricity Act and the rules and regulations made thereunder, from time to time.
- h) There is no liability to the Government/ APDISCOMs to purchase power and to APTRANSCO for connectivity.
- i) The state shall have the right of first refusal of up to 30% of the allotted project capacity and tariff shall be determined by SERC under Section 62. Alternatively, Discoms shall procure through Tariff Based competitive bidding.
- j) Secure and keep in force at all times all applicable clearances, permits, sanctions, approvals and No Objection Certificates necessary for setting up of the Project, including the installation of equipment under the applicable laws from the relevant authorities.
- k) Cover all the costs, from initial investigations to final commissioning and ongoing operation and maintenance.
- l) Permit the other Developers to use the roads and other infrastructure facilities, if any, on the allotted land, and provide infrastructure and other facilities for conveyance and for transmission of power necessary in that area.
- m) Achieve the Financial Closure within a period of six (6) months in case of Mini and Small Hydro Power projects from the date of signing of the Agreement or earlier, subject to any extension granted in writing by NREDCAP at the request of the Developer either due to delays in securing the Clearances etc. or due to any Force Majeure Event. Any extension so granted by NREDCAP shall not ipso-facto extend the Project Completion Period.
- n) Comply with following provisions for the transfer of project/ SPV transfer/ name change:
  - i. Project Developer shall submit a Transfer Application to SNA for SPV/Project transfer in full/partial capacity.

- ii. SNA shall scrutinize the transfer application and if deemed fit, shall forward the application to SIPB, SIPC and GoAP for approval.
  - iii. SPV/ Project Transfer approved by GoAP shall be intimated to the Developers within seven (7) working days of GoAP approval.
  - iv. Further, the Developer/ Transferee shall pay the associated transfer fee to the SNA. Upon payment of transfer fee, the SNA shall provide the transfer approval wherever applicable.
  - v. In case of name change, the name shall be registered in Register of Companies as per the Companies Act.
  - vi. Transfer fee and BG can be paid by either party (transferee/ transferor).
  - vii. For projects opting for change of location, the transfer fee shall be applied according to clause 17.11 - 'Summary of Fees and Charges' in the AP ICE Policy 2024, based on the type of project.
  - viii. The transfer of a project or SPV, in part or full capacity, to other parties before the project's commissioning is allowed multiple times. This includes the transfer of resources such as land, connectivity (STU), and any other existing approvals.
- o) Ensure that the Project Site remains free from all encroachments and take all steps necessary to remove encroachments, if any.
  - p) Follow the provisions of Rehabilitation & Resettlement Policy of the Government of India and Government of Andhra Pradesh scrupulously at their own cost.
  - q) Make payment to any Government Agency, if required, for the provision of such services as are not provided in the normal course or are available only on payment.
  - r) Operate and maintain the Project at all times during the Operations Period in conformity with this Agreement, including but not limited to the Specifications and Standards, Good Industry Practice, and the orders/guidelines of the Government of Andhra Pradesh under the Policy, and the Indian Electricity Act and the rules and regulations made thereunder from time to time.
  - s) Keep and maintain the Project Site in a neat, clean and hygienic condition and in conformity with the applicable laws and applicable permissions.
  - t) Comply with all the terms and conditions and satisfactorily perform all its obligations stipulated under this Agreement, in addition to such other obligations and undertakings under the provisions of the land allotment.
  - u) Be solely responsible for all or any risks of whatever nature attached or inherent to development, construction, marketing, operation of, and investment in the Project.
  - v) Report to NREDCAP any default notices issued by the relevant authorities in matters concerning the setting up of the Project or its operation and maintenance and the remedial measures being taken/taken by it.
  - w) Pay and discharges all taxes, levies, charges, fees, cess, levies and other impositions of whatever description under law, including the service tax concerning the subject matter of the Agreement.

## **ARTICLE 6**

### **PROJECT COMPLETION CERTIFICATE AND INSPECTIONS**

#### **6.1. Project Completion Certificate**

The Project shall be deemed to have been completed in terms of this Agreement only after inspection and testing, and upon the issuance of the completion certificate by the concerned statutory authority, as the case may be.

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NREDCAP, through its Authorized Officer(s), shall have the right, and similarly, the officers of other departments/organizations of the Government of India or the Government of Andhra Pradesh having jurisdiction over the Project, to inspect the Project. The Developer shall permit such inspections, and failure to do so by the Developer shall constitute a default.

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## **ARTICLE 7**

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#### **7.1 Event of Default and Termination**

- c) Save and except as otherwise provided in this Agreement, in case of any default by the Developer, NREDCAP shall have the right to terminate this Agreement with thirty (30) days advance notice.
- d) Upon Termination under Clause (a) above, NREDCAP shall have no obligation to compensate the Developer in any manner.

## **ARTICLE 8**

### **MISCELLANEOUS**

#### **8.1 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"), shall in the first instance 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 thirty (30) days, the Developer may appeal to the Chairman of the Board of Directors of NREDCAP, whose decision shall be final and binding.

## **8.2 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 Amaravati, Andhra Pradesh State, India, shall have jurisdiction over all matters arising out of or relating to this Agreement.

## **8.3 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 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 a waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

## **8.4 Amendments**

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the Agreement between 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.

## **8.5 Exclusion of Implied Warranties etc.**

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.

## **8.6 Counterparts**

***This Agreement shall be executed in two counterparts on non-judicial papers of INR100/- 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 Developer by:

Signed, Sealed and Delivered

For and on behalf of the NREDCAP by:

Signature of Authorised Person

Authorized Signatory

Signature of Authorised Person

Vice Chairman and Managing Director

**Witnesses**

In the presence of

1) Signature

Name

Address

2) Signature

Name

Address

## 16.12. Connectivity Application & Agreement

On Non-Judicial Stamp Paper of INR 10/-

### AFFIDAVIT

In the matter of Filling Application to Transmission Corporation of Andhra Pradesh Limited, for grant of Connectivity to M/s. \_\_\_\_\_

I.....(Name), S/o Shri..... (Fathers Name),  
Working as .....(Post), in .....(Name  
of the Company), having its registered office at  
..... (Address of the Company),  
do solemnly affirm and say as follows:

I am the ..... (Post) of .....  
.....(Name of the Company), the representative in the above matter and am duly  
authorised to file the above application and make this affidavit.

I submit that M/s .....(Name of the Company), is a  
Registered company ..... (Public Ltd/Private Ltd) Registered under  
Companies Act. Under the Article of Association of the Company and in accordance with the provisions  
of Electricity Act, 2003/relevant Regulation(s) of CERC/APERC, the Company can file the enclosed  
application.

I submit that all the details given in the enclosed application for grant of Connectivity along with  
necessary documents are true and correct and nothing material has been concealed thereof.

(Signature)

Name of the Applicant

(To Be duly attested by Notary)

## **CONNECTIVITY APPLICATION**

### **Application for Grant of Connectivity**

(Indicate 'NA' if a particular item is not applicable to your firm duly indicating the reason thereof)

<b>Sr. No</b>	<b>Item</b>	<b>Status /Information</b>
<b>1</b>	<b>Name of the Applicant &amp; Address for Correspondence</b>	
<b>2</b>	<b><u>Contact Details</u></b>  Prime Contact Person Designation Phone Number (Landline) Phone Number(Mobile) Fax: E-Mail  Alternate Contact person Designation Phone Number (Landline) Phone Number(Mobile) Fax: E-Mail	
<b>3</b>	<b><u>Nature of the Applicant</u></b>  Generator (Other Than Captive)  Captive Generator  Any other	
<b>4</b>	<b>Details of Connectivity</b>  Capacity (MW) for which Connectivity is required	

	Date from which connectivity is required	
<b>5</b>	<b>Generator Location</b>  Name of the Village/Town  District  State  Latitude  Longitude   Detail vicinity map of the project site on Topo Sheets together with relative locations of other generation projects in the vicinity.	
<b>6</b>	<b>Installed Capacity of Generating Stations.</b>  (Enclose separate sheet if necessary) Unit-1   Unit-2  Unit-3  Unit-4  Unit-5  Unit-6	
<b>7</b>	<b>Commissioning Schedule of the Generating Stations</b>  (Enclose separate sheet if necessary) Unit-1   Unit-2  Unit-3  Unit-4  Unit-5  Unit-6	
<b>8</b>	<b>Details of Generating Station</b>  Generator Voltage  Step-up Voltage	

	Is it identified Project of CEA Base Load/Peak Load				
<b>9</b>	<b>Land</b>				
<b>Sr. No</b>	<b>Description</b>	<b>Govt.Land</b>	<b>Pvt. Land</b>	<b>ForestLand</b>	<b>TotalLand</b>
<b>A</b>	TotalLand				
<b>B</b>	Acquired				
<b>C</b>	Possessed				
	Status of Land to be acquired like date of Notification for and date of acquisition etc (Attach a Copy of “ <b>deed of Sale</b> ” agreement for private land & “ <b>Agreement to sale</b> ” for Govt.Land)				
<b>10</b>	Non Conventional Solar/Wind/Mini Hydel/Bio-Mass/Bagasse/Co-Generation etc. other RE Source as recognised by MNRE  (Attach a copy of Approval from MNRE/NREDCAP)				
<b>11</b>	<b>Environmental Clearance</b>  Status of in-principle approval from concerned Administrative Authority responsible for according final approval in the State/Central Govt as the case may be.  (Attach a copy of Environment Clearance from MoEF)				
<b>12</b>	<b>MoEF CRZ Clearance (if Applicable- Attach a Separate Copy from MoEF)</b>				
<b>13</b>	<b>Equity Infusion</b>  Board resolution of promoting company/companies to infuse equity(Attach a Copy)				
<b>14</b>	<b>R.O.C ( Registrar of companies)</b>				
<b>15</b>	<b>Forest Clearance</b>  Status of in-principle approval from concerned Administrative Authority responsible for according final approval in the State/Central Govt as the case may				

	be. <b>(Attach a copy of Forest Clearance from MoEF)</b>	
<b>16</b>	<b>Pollution Clearance</b> CFE (Consent for establishment from State Pollution Control Board). <b>(Attach a Copy)</b>	
<b>17</b>	<b>Clearance from Ministry of Defence.</b> <b>(Attach a Copy)</b>	
<b>18</b>	<b>Clearance from Archeological Dept.</b> <b>(Attach a Copy)</b>	
<b>19</b>	<b>Civil Aviation Clearance for Chimney Height. (Attach a Copy)</b>	
<b>20</b>	<b>EPC Contract Status</b> Source/Manufacturer of Main Plant (BTG) Date of Placement Contract for main Plant. (Attach Acknowledgement Copy of LOA) Date of Placement of Contract for BoP. (Attach Acknowledgement Copy of LOA)	
<b>21</b>	<b>NREDCAP</b> Capacity Allocation, Approval, Sanction and Agreement in case of NCE(enclose the copy)	
<b>22</b>	<b>Details of Nearest 400/220/132 KV Substations</b>  <b>Substation-1</b>  Voltage Level Available Distance in KM  <b>Substation-2</b>  Voltage Level Available Distance in KM  <b>Substation-3</b>  Voltage Level Available Distance in KM	

<b>23</b>	<b>Status of PPA with Beneficiaries</b>	
<b>24</b>	<b>Date of Financial closure (Attach Copy of Term sheet/accepted copy of application submitted to Bank)</b>	
<b>25</b>	<b>Connectivity/LTOA Quantum Applied for &amp; Target/actual beneficiaries if any</b>	
<b>26</b>	<b>Details of DD (Application Fee)</b>  Amount in INR  DD No  Date  Bank Name  Branch Name	

(Signature)

Name of the Representative

Designation

with official seal

<b>NREDCAP Recommendations</b>

## VII. DECLARATION

- i) I/We certify that all information furnished is true to the best of my/our knowledge.
- ii) I/We here by submitting a certified copy of the Memorandum & Article Association of the company.
- iii) I/We here by submitting a certified copy of Registration Certificate.
- iv) I/We here by submitting a certified Copy of the partnership deed.
- v) I/We here by submitting a certificate from the chartered account showing the "Net Worth" of the company.
- vi) I/We here by submitting a the NREDCAP Agreement and Capacity Allocation on the Name of My organisation along with NREDCAP Recommendations.
- vii) I/We agree to sign necessary agreement with Govt of AP/ NREDCAP/ APTRANSCO/APDISCOM, whichever is applicable.
- viii) I/We will enter into PPA/Open Access agreement with penal clauses, if not completed in time, with in one Year from the date of connectivity/evacuation approval given.
- ix) I/We will procure the required land with in 3 months from the date of connectivity/evacuation approval given.
- x) I/We will maintain a security in the form of a Bank Guarantee of INR. 5.00 Lakhs/MW for first 12 Months and INR10.00 Lakhs/MW thereafter, until their generating plants are commercially made operational as per APERC directions. The connectivity approval granted to the Developer would be cancelled, if I/We fail to submit the BG within one month."
- xi) I/We agree to comply with the terms and conditions of Regulations of APERC/CERC and amendments issued to it from time to time to the extent applicable.
- xii) I/We agree to provide necessary Data Acquisition system and communication system before synchronisation of plant, as per IEGC code 2010.
- xiii) Application fee in the form of DD No:.....Dt:..... payable to Pay officer, APTRANSCO payable at Vijayawadafor INR.....
- xiv) I/We agree to comply with Central Electricity Authority (Technical Standards for connectivity to the grid) Regulation 2007 and its subsequent amendment regulations, 2013 Part-II(B)(B2)and Part-II(B)(B1).

Place:

(Signature)

Name of the Representative

Date:

Designation



## 16.13. Long-Term Open Access Application & Agreement

T.O.O (CGM-Commercial) M.S.No. 2369 , Dt.18.02.2022.

### Form L1 APPLICATION FOR LONG TERM OPEN ACCESS

Application No: 

0	0	0	L	Y	Y	Y	Y	R	R
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#### 1. APPLICANT INFORMATION

Name: \_\_\_\_\_

Applicant Type: ☐ Buyer ☐ Seller ☐ Trader ☐ Captive Generator

Approval No: in case of Existing Long Term Open Access User: \_\_\_\_\_

Address for Correspondence 

D.No	Street	Area	Mandal/City	District	State	Pincode
------	--------	------	-------------	----------	-------	---------

Registered Address: 

D.No	Street	Area	Mandal/City	District	State	Pincode
------	--------	------	-------------	----------	-------	---------

☐ Enclosed Company Registration Document GST No: \_\_\_\_\_ ☐ Enclosed GST Copy

Contact Person details:

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Cell No: 

--	--	--	--	--	--	--	--	--	--

Email: \_\_\_\_\_

Alternate Person details:

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Cell No: 

--	--	--	--	--	--	--	--	--	--

Email : \_\_\_\_\_

#### 2. ENTRY POINT DETAILS

Name of the Generator: \_\_\_\_\_ HTSC NO: \_\_\_\_\_

Location: 

Plot.No	Village	Mandal District	Discom	Area
---------	---------	-----------------	--------	------

Connected Sub Station: \_\_\_\_\_ Connected Voltage Level: \_\_\_\_\_ KV

Type of Generation: ☐ Solar ☐ Wind ☐ Mini Hydel ☐ Others Type of Fuel: \_\_\_\_\_

In case of Solar/Wind, Name of QCA : \_\_\_\_\_

No. of Units and capacity of each unit \_\_\_\_\_ Total Capacity: \_\_\_\_\_ MW

Base load station or Peak load station \_\_\_\_\_ If Peak load, then what is the estimated hours of running \_\_\_\_\_

If it is a hydro plant, ☐ Run of the river ☐ Reservoir ☐ Multi-purpose ☐ Pump Storage

MU generation in an year in case of Hydro plant \_\_\_\_\_

In case of Hydro Station, it is an identified project of CEA ☐

Type of Open Access: ☐ Captive ☐ 3<sup>rd</sup> Party

Date of Synchronization: 

D	D	M	M	Y	Y	Y	Y
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#### 3. ENTRY POINT METERING DETAILS

Location of ABT Meters: ☐ Generator Premises ☐ Pooling Substation Premises ☐ APTRANSCO Grid SS ☐ APDISCOM Grid SS

**T.O.O (CGM-Commercial) M.S.No. 2369 , Dt.18.02.2022.**

**Meter Details:**

Description	Main Meter	Check Meter	Stand by Meter
Sl.No.			
Class of Accuracy			
Make			

**CTs Details:**

Description	Serial No	Class of Accuracy	Burden	Ratio
Main & Check				
Stand by				

**PTs Details:**

Description	Serial No	Class of Accuracy	Burden	Ratio
Main & Check				
Stand by				

**4. EXIT POINT(S) DETAILS**

Name of the Consumer	HTSC NO:	Location		DISCOM Area	Connected SS Code	Voltage Level in KV	CMD in KVA
		Plot No	Village-LGD Code/(V),(M),(Dt)				
Consumer 1							
Consumer 2							

(Add as many rows as there are consumers)

**5. EXIT POINT (S) METERING DETAILS**

**Consumer 1:**

Location of Main & Check Meters: ☐ Consumer Premises

Location of Stand By Meter: ☐ Consumer Premises ☐ APTRANSCO Grid SS ☐ APDISCOM Grid SS

**Meter Details:**

Description	Main Meter	Check Meter	Stand by Meter
Sl.No.			
Class of Accuracy			
Make			

**CTs Details:**

Description	Serial No	Class of Accuracy	Burden	Ratio
Main & Check				
Stand by				

**PTs Details:**

Description	Serial No	Class of Accuracy	Burden	Ratio
Main & Check				
Stand by				

**Consumer 2:** (Add as many sections as there are consumers)

## 6. DETAILS OF OPEN ACCESS

Open Access Contracted Capacity (MW): \_\_\_\_\_

Name of the Exit Point(S)/ Consumer(S)	Allocation Capacity in MW	Proportionate allocation with respect to Entry Point	Period & Time	
			From	To

(Add as many rows as there are consumers)

**Note:** Open Access Charges are applicable on Maximum Entry Point Capacity Only.

## 7. DETAILS OF PPA/PSA/MOU(FOR THIRD PARTY SALE)

Name & Address of Parties		Date of PPA/PSA/MOU	Validity Period		Capacity
Generator	Consumer		Commencement	Expiry	MW

## 8. DETAILS OF APPLICATION FEE

RTGS Ref/DD.No: \_\_\_\_\_ Bank Name : \_\_\_\_\_ Amount : Rs. \_\_\_\_\_

Date:

D	D	M	M	Y	Y	Y	Y
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## 9. DOCUMENTS UPLOADED

- ☐ Customer ID Form
- ☐ GST Registration Certificate
- ☐ NREDCAP approved Capacity  MW
- ☐ NREDCAP Agreement entered ☐ NREDCAP Agreement number: \_\_\_\_\_
- ☐ Connectivity Permit/Technical Feasibility
- ☐ Approved Drawing
- ☐ CEIG Approval
- ☐ Commissioning/Synchronization Certificate
- ☐ Share Holding Pattern issued by Chartered Accountant in case of Captive Purpose
- ☐ Copy of PPA/PSA/MOU in case of Third Party Sale
- ☐ Priority Letter(s) of Consumer(s)/Exit Point(s)
- ☐ HT Bills of Entry Point/Generator and Exit Point/Consumer(s)

## 10. DECLARATION:

I, Mr./Ms \_\_\_\_\_ Designation: \_\_\_\_\_ do hereby undertake on behalf of M/s. \_\_\_\_\_ and declare that I agree to the following conditions

- To pay monthly transmission charges and losses in kind to APTRANSCO and wheeling charges and also losses in kind to APDISCOMs as per applicability based on the Tariff Orders issued by APERC from time to time.
- To pay monthly SLDC charges as per the Tariff Orders issued by APERC from time to time before 5<sup>th</sup> of the month.
- To pay Security Deposit of two months SLDC charges and transmission charges to APTRANSCO and Security Deposit of two months wheeling charges to APDISCOMs before commencement of Open Access agreement.
- To provide Letter of Credit towards imbalance in supply and consumption of electricity for a period of 10 days, before commencement of Open Access to APDISCOMs.
- To pay HT Power bills at generator end for drawl of auxiliary power from APDISCOMs.
- To pay Deviation Settlement Mechanism Charges as per APERC Regulation 4 of 2017 and its subsequent amendments.
- To provide interface meters and metering equipment as per APERC Practice Directions No. APERC/1/2015, Dated: 29-01-2015, T.O.O (ED/Plg., RAC & Reforms) Ms. No.10 Dated:28-02-2014, T.O.O (Executive Director/HRD & Planning) Ms. No:74 Dt:04.04.2015 and APERC Regulation 3 of 2017.
- To execute the Long-Term Open Access agreement after receiving the approval from the APTRANSCO as early as possible failing which APTRANSCO has right to cancel the approval without any further notice.
- To have a valid license (No \_\_\_\_\_ issued by \_\_\_\_\_ and valid up to \_\_\_\_\_) for intra state trading and will abide by the APERC (intra state trading) Regulation 2005 as notified and amended from time to time. (This clause is applicable only in case applicant is a Trader)

**T.O.O (CGM-Commercial) M.S.No. 2369 , Dt.18.02.2022.**

10. The applicant hereby agrees to keep APTRANSCO indemnified at all times and undertakes to indemnify, defend and save the APTRANSCO harmless from any and all damages, losses, claims and actions relating to injury to or death of any person or damage to property, demands, suits, recovering costs and expenses, court costs, attorney fees, and all obligations by or to third parties, arising out of or resulting from the transactions under his approval.
11. To abide by the following
- The responsibility of ensuring compliances with the provisions of Electricity Act, 2003.
  - AP State Grid code in force and its amendments from time to time
  - The provisions of the APERC (terms & conditions of Open Access) Regulation 2 of 2005 and its subsequent amendments issued from time to time .
  - Regulation on Levy and collection of fees and charges by SLDC vide Regulation No. 1/2006.
  - Regulations on Interim Balancing and Settlement Code for Open Access transactions vide Regulation No. 2/2006 and its subsequent amendments issued by APERC.
  - Fulfillment of conditions laid down in Electricity Rules 2005 for requirement of Captive Generating Plant and minimum usage of energy for captive (for exemption to payment of cross subsidy surcharge).
  - Regulation on RPPO vide APERC Regulation No.1 of 2012 and its subsequent amendments.
  - Regulation on Power evacuation from Captive generation, cogeneration and Renewable Energy Source Power Plants (Regulation 3 of 2017).
  - Regulation on Forecasting, Scheduling and Deviation settlement of Solar and wind generation (Regulation 4 of 2017).
  - Any other Regulation / Rules / Conditions and amendment to the existing regulations as may be issued by APERC from time to time.
  - SCADA & DSM provision should be available at entry point (Generator)-(information may be obtained from Chief Engineer/SLDC/Vijayawada).
  - The generator has to stop pumping power to APTRANSCO/APDISCOMS grid on expiry of the agreement. Any power exported to APTRANSCO/APDISCOMS grid after expiry of the agreement shall be treated as inadvertent power and no claim can be made for it by the generator. In addition charges/penalty may also be levied on the generator as determined by APERC.

I hereby certify that all information furnished is true to the best of my knowledge.

\_\_\_\_\_  
Signature of the applicant

Date:

D	D	M	M	Y	Y	Y	Y
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**Form L2**  
**LEVEL - 1**  
**PRE-FEASIBILITY CHECK LIST**

Application No.

0	0	0	L	Y	Y	Y	Y	R	R
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**1. APPLICANT INFORMATION**

- ☐ Customer ID Form checked and found to be matching with the application.
- ☐ GST Registration Certificate checked and found to be matching with the application.

**2. ENTRY POINT DETAILS**

- ☐ NREDCAP Approval: checked and found to be in the name of the Generator.
- ☐ Connectivity Approval/ Technical Feasibility: Approval checked and found to be in the name of the Generator.
- ☐ CEIG Approval: checked and found to be in the name of the Generator.
- ☐ Approved Drawing exists
- ☐ Synchronization/Commissioning Certificate Submitted
- ☐ HT Bill Copy Submitted
- ☐ Share Holding Pattern issued by Chartered Accountant (In case of Captive Generator only) Submitted

**3. EXIT POINT(s) DETAILS**

- ☐ HT Bill Copy (ies) Submitted
- ☐ Priority Letter(s) of Consumer(s)/Exit Point(s) Submitted

**4. DETAILS OF PPA/PSA/ MOU**

- ☐ In case of Open Access for Third Party Sale, Copy of PPA/PSA/MOU furnished

\_\_\_\_\_  
Signature of Scrutinizing Authority

Date:

D	D	M	M	Y	Y	Y	Y
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**FormL3**  
**LEVEL-2: DISCOM/APTRANSCO ZONE CHECK LIST**

Application No: 

0	0	0	0	L	Y	Y	Y	Y	R	R
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**1. ENTRY POINT DETAILS**

- ☐ Connected Substation of the Generator mentioned in the application is correct.
- ☐ Connected Voltage level of the Generator mentioned in the application is correct.
- ☐ Date of Synchronization mentioned in the application is correct.
- ☐ HTSC No of Generator mentioned in the application is correct.

**2. ENTRY POINT METERING**

- Location of ABT Interface Meters confirmed: ☐ Generator Premises ☐ Pooling Substation Premises ☐ APTRANSCO Grid SS ☐ APDISCOM Grid SS
- ☐ Location of Interface meters(Main, Check & Standby) are as per APERC Regulation No. 3 of 2017 and as per APERC Practice Directions No. APERC/1/2015, Dated: 29-01-2015 and CEA metering Regulation
- ☐ ABT Meters (0.2 S) and the metering equipment CTs (0.2S, 5VA, ISF±5), PTs (0.2, 10VA) are provided as per T.O.O (ED/Plg., RAC & Reforms) Ms. No.10 Dated:28-02-2014 and T.O.O (Executive Director/HRD&Planning) Ms. No:74 Dt:04.04.2015.
- ☐ Equipment arrangement from SS end to Generator end at entry point is as per approved drawing.

**3. EXIT POINT DETAILS**

Consumer 1:

- ☐ HTSC No mentioned in the application is correct.
- ☐ Connected Substation mentioned in the application is correct.
- ☐ Connected Voltage level of the consumer mentioned in the application is correct.
- ☐ CMD mentioned in the application is correct.

Consumer 2:

(Add as many sections as there are consumers)

**4.EXITPOINT(s) METERING**

Consumer 1:

Details of feeder confirmed as:Dedicated☐ Mixed☐

- ☐ Main & Check Meters are located at Consumer Premises

Standby Meter is located at: ☐ Consumer Premises ☐ APTRANSCO Grid SS ☐ APDISCOM Grid SS

Note:In case of Mixed feeder, Main, Check & Standby meters should be located at Consumer Premises.

- ☐ ABT Interface Meters are Compatible with EBC Data Base at exit point.
- ☐ Location of Interface meters(Main, Check & Standby) are as per APERC Practice Directions No. APERC/1/2015, Dated: 29-01-2015 and CEA metering Regulation
- ☐ ABT Meters (0.2 S) and the metering equipment CTs (0.2S, 5VA, ISF±5), PTs (0.2, 10VA) are provided as per T.O.O (ED/Plg., RAC & Reforms) Ms. No.10 Dated:28-02-2014 and T.O.O (Executive Director/HRD&Planning) Ms. No:74 Dt:04.04.2015.

Consumer 2:

(Add as many sections as there are consumers)

**5. OPEN ACCESS**

- ☐ Contracted Maximum Demand of Entry Point/Generator and Exit Point/Consumer(s) are as per HT Bills furnished by applicant.

Letter of Credit amount to be collected is Rs: \_\_\_\_\_.

Applicable Security Deposit amount towards Wheeling Charges is Rs. \_\_\_\_\_ for \_\_\_\_\_ MW.

Note: 1. The respective zone along with respective discom shall furnish the above information regarding entry point.

2. If the exit point(s) is connected to APTRANSCO Grid, the respective zone along with respective discom shall furnish the above information regarding exit point(s).

3. If the exit point(s) is connected to APDISCOMs Grid, only the respective discom shall furnish the above information regarding exit point(s).

Signature of Scrutinizing Authority

Date: 

D	D	M	M	Y	Y	Y	Y
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**FormL4**  
**LEVEL-3: APSLDC CHECK LIST**

Application No:

0	0	0	L	Y	Y	Y	Y	R	R
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**AT ENTRY POINT**

- ☐ Commissioning/Synchronization Certificate checked and found correct.
- ☐ ABT Interface Meters are Compatible with EBC Data Base at entry point.
- ☐ SCADA Provision is available & data is reporting to APSLDC.
- ☐ DSM Provision is available.
- ☐ QCA mentioned in the application is correct.
- ☐ Priority letters of Consumers/exit points are verified and found in order.

\_\_\_\_\_  
Signature of Scrutinizing Authority

Date:

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

**Form L6**

THIS OPEN ACCESS AGREEMENT is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

**BETWEEN:**

**TRANSMISSION CORPORATION OF ANDHRA PRADESH**, a company organized and existing under the laws of India with its registered office at \_\_\_\_\_ (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 (Commercial), APTRANSCO as the party of the first part.

[ \_\_\_\_\_ ] a company organized and existing under the laws of India with its registered office at \_\_\_\_\_ (hereinafter referred to as "APDISCOM" which expression shall unless repugnant to the subject or context, means and includes its successors and assignees), represented by Chief General Manager / \_\_\_\_\_ / APDISCOM as party of the second part:

AND ----- a consumer having his premises located at ----- /  
\_\_\_\_\_ a company incorporated and existing under the laws of \_\_\_\_\_ having its principal office at \_\_\_\_\_ (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:  
(Collectively referred to as "parties"<sup>1</sup>)

**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:

APDISCOM, 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 \_\_\_\_\_ and is desirous of availing the Transmission and Wheeling Services offered by APTRANSCO and APDISCOM.

The Open Access User had filed the application at Schedule-I with the Nodal Agency for grant of Open Access 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:

**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.

<sup>1</sup> In case there are more than the three parties, the agreement shall be suitably modified to include all the parties.



**T.O.O (CGM-Commercial) M.S.No. 2369 , Dt.18.02.2022.**

- (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 APDISCOM, 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:
  - (a) The technical requirements and infrastructure / equipment standards prescribed by APTRANSCO and APDISCOM, 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 APDISCOM 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 0.9 lag failing which the Open Access Consumer shall pay a Power Factor Surcharge levied in the monthly bills as per APDISCOM's rules in force and recover from the Open Access Consumers. In respect of Scheduled Consumers the bill will be rendered by the APDISCOM 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 APDISCOM 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 / APDISCOM. Notwithstanding the above, 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 APDISCOM 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 APDISCOM 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.

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- 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 APDISCOM.
- 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 as per Schedule-I.

**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 APDISCOM agree and undertake to provide Transmission and Wheeling Services to the Open Access User, as described and arranged in 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 APDISCOM 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 / APDISCOM 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 the effective date up to \_\_\_\_\_ 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 concerned long-term user to the concerned licensee(s) 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.
- 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 APDISCOM 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 APDISCOM 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 APDISCOMS, 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 APDISCOM 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.

**Supplementary Invoice:**

- 5.5 Any amount due to APTRANSCO or APDISCOM 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:

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- (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 (see Schedule-II) 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 APDISCOM 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 APDISCOM (invoicing agency) for a period of two months.
- 5.9 The APDISCOM 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 APDISCOM in accordance with the Act, the APDISCOM'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 (see Schedule-II) having validity for the agreement period.
- Provided* that such security shall be for enabling the APDISCOM 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 APDISCOM 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 / APDISCOM shall not be obliged to commence wheeling services till such LC is opened.
- The LC shall be negotiated by the APDISCOM, 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 APDISCOM, shall constitute a valid ground for APTRANSCO and/or APDISCOM 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 APDISCOM, 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.

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- 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.
- 7.3 The Open Access User agrees and undertakes to provide any metering information or such other information to APTRANSCO and APDISCOM as may reasonably be required by APTRANSCO and APDISCOM 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, APDISCOM 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 / APDISCOM and that it shall be afforded an opportunity to pay the unpaid Invoice amount, with interest thereon as per the APDISCOM'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 APDISCOM shall be entitled to disconnect the installation of the User without further notice and APTRANSCO / APDISCOM 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.*

**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 APDISCOM 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 APDISCOM 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 APDISCOM 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 APDISCOM. In case this agreement is assigned, it shall be only for the purpose of title transfer and not for the purpose of 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 APDISCOM, 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.

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**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 the User:

\_\_\_\_\_  
\_\_\_\_\_  
If to APTRANSCO

\_\_\_\_\_  
\_\_\_\_\_  
If to APDISCOM

- 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.

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 APDISCOM shall endeavor to ensure compliance with Grid Code wherever applicable. The APDISCOM 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 APDISCOM and Open Access Users shall strictly adhere to the Balancing and Settlement Code approved by the Commission, as amended from 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 APDISCOM.

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 ( ) 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 include 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.

**T.O.O (CGM-Commercial) M.S.No. 2369 , Dt.18.02.2022.**

**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 / Commercial

Name:

Date:

WITNESS

1. \_\_\_\_\_(Name & Designation) \_\_\_\_\_

2. \_\_\_\_\_(Name & Designation) \_\_\_\_\_

For and on behalf of

APDISCOMs

Chief General Manager

Name:

Date:

WITNESS

1. \_\_\_\_\_(Name & Designation) \_\_\_\_\_

2. \_\_\_\_\_(Name & Designation) \_\_\_\_\_

**Note:** Add as many parties as there are APDISCOMs.

For and on behalf of

M/s

Authorized Signatory

Name:

Date:

WITNESS

1. \_\_\_\_\_(Name & Designation) \_\_\_\_\_

2. \_\_\_\_\_(Name & Designation) \_\_\_\_\_

## SCHEDULE – I

(Please see Article 2.7 of Agreement)

### 1. ENTRY POINT DETAILS

Application No:

Name of the Generator: \_\_\_\_\_ HTSC NO: \_\_\_\_\_

Location: \_\_\_\_\_  
 Plot.No \_\_\_\_\_ Village \_\_\_\_\_ Mandal \_\_\_\_\_ District \_\_\_\_\_ Discom Area \_\_\_\_\_

Connected Sub Station: \_\_\_\_\_ Voltage Level: \_\_\_\_\_ KV

Type of Generation: ☐ Solar ☐ Wind ☐ Mini Hydel ☐ Others Capacity: \_\_\_\_\_ MW

Type of Open Access: ☐ Captive ☐ 3<sup>rd</sup> Party

Date of Synchronization:

### 2. EXIT POINT(S) DETAILS

Name of the Consumer: \_\_\_\_\_ HTSC NO: \_\_\_\_\_

Location: \_\_\_\_\_  
 Plot.No \_\_\_\_\_ Village \_\_\_\_\_ Mandal \_\_\_\_\_ District \_\_\_\_\_ Discom Area \_\_\_\_\_

Connected Sub Station: \_\_\_\_\_ Voltage Level: \_\_\_\_\_ KV

Allocation Capacity at Injecting Point: \_\_\_\_\_ MW CMD: \_\_\_\_\_ KVA

(Add as many consumers as there are exit points)

### 3. INTERVENING DISCOM(S)

☐ APSPDCL ☐ APEPDCL ☐ APCPDCL

### 4. DETAILS OF OPEN ACCESS

Open Access Capacity \_\_\_\_\_ MW at Entry Point.

Name of the Exit Point(S)/ Consumer(S)	HT SC No	Voltage Level	Allocation in MW	Proportionate allocation with respect to Entry Point	Period & Time	
					From	To

(Add as many rows as there are consumers)

**Note:** Open Access Charges are applicable on Maximum Entry Point Capacity Only.

### 5. DETAILS OF PAYMENT OF OPEN ACCESS CHARGES

- SLDC Operating Charges and Annual Fee for \_\_\_\_\_ MW to APTRANSCO.
- Transmission Charges for \_\_\_\_\_ MW to APTRANSCO.
- Wheeling Charges for \_\_\_\_\_ MW to APSPDCL.  
 Wheeling Charges for \_\_\_\_\_ MW to APCPDCL.  
 Wheeling Charges for \_\_\_\_\_ MW to APEPDCL.



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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 APDISCOM (Invoicing Agency) as per the payment schedule through this LC up to a limit of Rs. \_\_\_\_\_.
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 / SLDC (Nodal Agency).
3. The Letter of Credit shall remain valid up to \_\_\_\_\_ i.e., (Up to one month after the expiry of transaction).
4. The total value of the letter of credit would be Rs. \_\_\_\_\_.
1. 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.
2. The amount would be paid immediately by the Bank once Letter of Credit is operated by the authorized officer of the APDISCOM (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 / SLDC (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 APDISCOM (Invoicing Agency) authorized to operate the Letter of Credit.

## 16.14. Capacity Transfer Agreement – Solar

### AGREEMENT

**THIS AGREEMENT** is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20XX, at Tadepalli, Andhra Pradesh, by and between:

**New and Renewable Energy Development Corporation of Andhra Pradesh Ltd.**, a company wholly owned by the State Government of Andhra Pradesh, incorporated under the Companies Act, 1956, having its registered office at #12-464/5/1, River Oaks Apartment, CSR Kalyana Mandapam Road, Tadepalli, Guntur District – 522501, Andhra Pradesh, India, represented herein by its Vice Chairman & Managing Director or authorized signatory (hereinafter referred to as “NREDCAP”, which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors, and assigns), of the FIRST PART;

**AND**

(2) M/s. \_\_\_\_\_, a company incorporated under the Companies Act, 1956 or 2013, having its registered office at \_\_\_\_\_, represented herein by its Authorized Signatory, Sri \_\_\_\_\_ (hereinafter referred to as the “Customer”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, and permitted assignees), of the SECOND PART;

**AND**

(3) M/s. \_\_\_\_\_, a company incorporated under the Companies Act, 1956 or 2013, having its registered office at \_\_\_\_\_, represented herein by its Authorized Signatory, Sri \_\_\_\_\_ (hereinafter referred to as the “Developer”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, and permitted assignees), of the THIRD PART;

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

### **WHEREAS,**

A. NREDCAP is the Nodal Agency for the approval of solar energy projects up to 40 MW<sub>p</sub> capacity, therefore, for the setting up of Solar Projects in the Potential Areas in the State of Andhra Pradesh as per the AP ICE Policy 2024 of the Government of Andhra Pradesh (GoAP) notified vide G.O.Ms.No.37, Energy (Power-II) Department, Dt.30/10/2024 (hereinafter called the “Policy”) as well. For projects with more than 40 MW<sub>p</sub> capacity, the SIPC, SIPB & GoAP grants clearance on the recommendations of NREDCAP. The Policy, inter alia, aims at encouraging the optimum utilization of the available solar energy potential in the State by facilitating the adoption of state-of-the-art technology through private participation, balancing the interests of the customers and the Developers, and permitting the Developers to use the power produced for captive consumption or sale to a third party or to DISCOMs or export outside the state of Andhra Pradesh as per the guidelines under the Policy, the Indian Electricity Act 2003, and the rules and regulations made and the directions issued by GoAP thereunder.

B. The Third Party was earlier sanctioned \_\_\_\_MW<sub>p</sub>solar projects to be set up at \_\_\_\_\_ District and accordingly an Agreement was entered between NREDCAP (NEDCAP) and the Developers as given in following table, hereinafter referred as the 'Principal Agreement' containing the terms and conditions thereof.

Sl. No	Company Name & Address	Proceedings No. & Agreement Date	Capacity Sanctioned in (MW <sub>p</sub> )
1		NREDCAP/_____ dt._____	
<b>Total MW<sub>p</sub></b>			

C. The Third Party through their letter dated \_\_\_\_\_ informed that they have received an order from the Second Party for establishment \_\_\_\_\_ MW<sub>p</sub>Solar Power Project on turnkey basis 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 out of \_\_\_\_\_MW<sub>p</sub> capacity allotment they were already sanctioned.

SI No	Customer Name	Capacities transferred from	Capacities transferred	Location& District
1				
<b>Total</b>				

The Second Party has also submitted a letter dated \_\_\_\_\_expressing its interest in settingup the Project with a request to transfer the Project.

D. After due consideration of the proposals under (B) above, the First Party, through its Letter No. NREDCAP/ \_\_\_\_\_dated \_\_\_\_\_ 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.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

## **ARTICLE 1**

### **DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

In this Agreement, the words and expressions, unless otherwise defined or described herein, shall, unless repugnant to the context or meaning thereof, have the meanings assigned to them in the Andhra Pradesh Electricity Reforms Act, 1998 (APERC Act), the Indian Electricity Act, the orders of the Government of Andhra Pradesh (GoAP) or in the Principal Agreement appended hereto.

## **1.2 Public Interest**

The award, development, operation, and maintenance of the Project are in the public interest.

## **1.3 Essence of Time**

As the Project implementation is governed by a pre-determined time schedule established in the Principal Agreement between the Developer and NREDCAP, the Customer shall ensure that the Project is executed strictly within the stipulated Project Implementation Period, and specifically, on or before the Scheduled Commercial Operation Date (Scheduled COD) as per the original timeline.

# **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 \_\_\_\_ MW<sub>p</sub> capacity solar power from out of \_\_\_\_ MW<sub>p</sub> solar power project earlier sanctioned to the Developer, to and in the name of the Customer for setting up of the Project as per the following table for generation of \_\_\_\_ MW<sub>p</sub> capacity of solar power for export through ISTS network for sale of power.

<b>Sl. No.</b>	<b>Customer Name</b>	<b>Capacity (MW<sub>p</sub>)</b>	<b>Location details &amp; District</b>
1			
	Total		

### **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 allotment of the Project and its development and operation by the Customer shall be subject to the Indian Electricity Act 2003 and the rules and regulations made thereunder from time to time; the policies and guidelines notified by the Government of India and Government of Andhra Pradesh from time to time; the regulations and directions of the Andhra Pradesh Electricity Regulatory Commission (APERC); the policies as amended from time to time; and all other applicable laws.

## **2.4 Regulation of Allotment**

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

### **ARTICLE 3**

#### **PERFORMANCE BANK GUARANTEE**

The Performance Bank Guarantee submitted by the Customer/Developer, and subsequently renewed as necessary, shall be proportionately applicable to this Project. It is the Customer's responsibility to ensure the extension of the Performance Bank Guarantee prior to its expiration, as per Article 4 of the Principal Agreement. NREDCAP shall not issue any notice regarding this extension, in accordance with the stipulations and conditions outlined in Article 4 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"), shall in the first instance 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 thirty (30) days, the Developer may appeal to the Chairman of the Board of Directors of NREDCAP, whose decision shall be final and binding.

##### **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 Amaravati, 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 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.
  - iv. 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 a 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 between 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.

### **5.5 Exclusion of Implied Warranties etc.**

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- 522501, Guntur District Pin : 522 501, Andhra Pradesh. Phone. 0863-2347650, email: info@nedcap.in

## **If to the Customer**

## **If to the Developer**

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.

### **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.
- 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 two 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:**

**Signed, Sealed and Delivered  
For and on behalf of the NREDCAP**

**Signature of Authorized Person**

**Vice Chairman and Managing Director**

**Signed, Sealed and Delivered  
For and on behalf of Developer by**

**Signature of Authorized Person**

**Witnesses**

In the presence of

1) Signature

Name

Address

2) Signature

Name

Address



## 16.15. Capacity Transfer Agreement – Wind

### AGREEMENT

**THIS AGREEMENT** is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20XX, at Tadepalli, Andhra Pradesh, by and between:

**New and Renewable Energy Development Corporation of Andhra Pradesh Ltd.**, a company wholly owned by the State Government of Andhra Pradesh, incorporated under the Companies Act, 1956, having its registered office at #12-464/5/1, River Oaks Apartment, CSR Kalyana Mandapam Road, Tadepalli, Guntur District – 522501, Andhra Pradesh, India, represented herein by its Vice Chairman & Managing Director or authorized signatory (hereinafter referred to as “NREDCAP”, which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors, and assigns), of the FIRST PART;

**AND**

(2) M/s. \_\_\_\_\_, a company incorporated under the Companies Act, 1956 or 2013, having its registered office at \_\_\_\_\_, represented herein by its Authorized Signatory, Sri \_\_\_\_\_ (hereinafter referred to as the “Customer”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, and permitted assignees), of the SECOND PART;

**AND**

(3) M/s. \_\_\_\_\_, a company incorporated under the Companies Act, 1956 or 2013, having its registered office at \_\_\_\_\_, represented herein by its Authorized Signatory, Sri \_\_\_\_\_ (hereinafter referred to as the “Developer”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, and permitted assignees), of the THIRD PART;

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

### **WHEREAS,**

A. NREDCAP is the Nodal Agency for the approval of wind energy projects up to 40 MW capacity, therefore, for the setting up of Wind Projects in the Potential Areas in the State of Andhra Pradesh as per the AP ICE Policy 2024 of the Government of Andhra Pradesh (GoAP) notified vide G.O.Ms.No.37, Energy (Power-II) Department, Dt.30/10/2024 (hereinafter called the “Policy”) as well. For projects with more than 40 MW capacity, the SIPC, SIPB & GoAP grants clearance on the recommendations of NREDCAP. The Policy, inter alia, aims at encouraging the optimum utilization of the available wind energy potential in the State by facilitating the adoption of state-of-the-art technology through private participation, balancing the interests of the customers and the Developers, and permitting the Developers to use the power produced for captive consumption or sale to a third party or to DISCOMs or export outside the state of Andhra Pradesh as per the guidelines under the Policy, the Indian Electricity Act 2003, and the rules and regulations made and the directions issued by GoAP thereunder.

B. The Third Party was earlier sanctioned \_\_\_\_MW wind projects to be set up at \_\_\_\_\_ District and accordingly an Agreement was entered between NREDCAP (NEDCAP) and the Developers as given in following table, hereinafter referred as the 'Principal Agreement' containing the terms and conditions thereof.

Sl. No	Company Name & Address	Proceedings No. & Agreement Date	Capacity Sanctioned in (MW)
1		NREDCAP/_____ dt._____	
<b>Total MW</b>			

C. The Third Party through their letter dated \_\_\_\_\_ informed that they have received an order from the Second Party for establishment \_\_\_\_\_ MW Wind Power Project on turnkey basis 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 out of \_\_\_\_\_MW capacity allotment they were already sanctioned.

SI No	Customer Name	Capacities transferred from	Capacities transferred	Location& District
1				
<b>Total</b>				

The Second Party has also submitted a letter dated \_\_\_\_\_expressing its interest in setting up the Project with a request to transfer the Project.

D. After due consideration of the proposals under (B) above, the First Party, through its Letter No. NREDCAP/ \_\_\_\_\_dated \_\_\_\_\_ 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.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

## **ARTICLE 1**

### **DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

In this Agreement, the words and expressions, unless otherwise defined or described herein, shall, unless repugnant to the context or meaning thereof, have the meanings assigned to them in the Andhra Pradesh Electricity Reforms Act, 1998 (APERC Act), the Indian Electricity Act, the orders of the Government of Andhra Pradesh (GoAP) or in the Principal Agreement appended hereto.

## **1.2 Public Interest**

The award, development, operation, and maintenance of the Project are in the public interest.

## **1.3 Essence of Time**

As the Project implementation is governed by a pre-determined time schedule established in the Principal Agreement between the Developer and NREDCAP, the Customer shall ensure that the Project is executed strictly within the stipulated Project Implementation Period, and specifically, on or before the Scheduled Commercial Operation Date (Scheduled COD) as per the original timeline.

# **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 \_\_\_\_ MW capacity wind power from out of \_\_\_\_MW wind power project earlier sanctioned to the Developer, to and in the name of the Customer for setting up of the Project as per the following table for generation of \_\_\_\_MW capacity of wind power for export through ISTS network for sale of power.

<b>Sl. No.</b>	<b>Customer Name</b>	<b>Capacity (MW)</b>	<b>Location details &amp; District</b>
1			
	Total		

### **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 allotment of the Project and its development and operation by the Customer shall be subject to the Indian Electricity Act 2003 and the rules and regulations made thereunder from time to time; the policies and guidelines notified by the Government of India and Government of Andhra Pradesh from time to time; the regulations and directions of the Andhra Pradesh Electricity Regulatory Commission (APERC); the policies as 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 power projects.

### **ARTICLE 3**

#### **PERFORMANCE BANK GUARANTEE**

The Performance Bank Guarantee submitted by the Customer/Developer, and subsequently renewed as necessary, shall be proportionately applicable to this Project. It is the Customer's responsibility to ensure the extension of the Performance Bank Guarantee prior to its expiration, as per Article 4 of the Principal Agreement. NREDCAP shall not issue any notice regarding this extension, in accordance with the stipulations and conditions outlined in Article 4 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"), shall in the first instance 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 thirty (30) days, the Developer may appeal to the Chairman of the Board of Directors of NREDCAP, whose decision shall be final and binding.

##### **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 Amaravati, 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 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.
  - iv. 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 a 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 between 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.

### **5.5 Exclusion of Implied Warranties etc.**

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- 522501, Guntur District Pin : 522 501, Andhra Pradesh. Phone. 0863-2347650, email: info@nedcap.in

## **If to the Customer**

## **If to the Developer**

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.

### **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.
- 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 two 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:**

**Signed, Sealed and Delivered  
For and on behalf of the NREDCAP**

**Signature of Authorized Person**

**Vice Chairman and Managing Director**

**Signed, Sealed and Delivered  
For and on behalf of Developer by**

**Signature of Authorized Person**

**Witnesses**

In the presence of

1) Signature

Name

Address

2) Signature

Name

Address

## 16.16. Capacity Transfer Agreement – Wind-Solar Hybrid

### AGREEMENT

**THIS AGREEMENT** is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20XX, at Tadepalli, Andhra Pradesh, by and between:

**New and Renewable Energy Development Corporation of Andhra Pradesh Ltd.**, a company wholly owned by the State Government of Andhra Pradesh, incorporated under the Companies Act, 1956, having its registered office at #12-464/5/1, River Oaks Apartment, CSR Kalyana Mandapam Road, Tadepalli, Guntur District – 522501, Andhra Pradesh, India, represented herein by its Vice Chairman & Managing Director or authorized signatory (hereinafter referred to as “NREDCAP”, which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors, and assigns), of the FIRST PART;

**AND**

(2) M/s. \_\_\_\_\_, a company incorporated under the Companies Act, 1956 or 2013, having its registered office at \_\_\_\_\_, represented herein by its Authorized Signatory, Sri \_\_\_\_\_ (hereinafter referred to as the “Customer”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, and permitted assignees), of the SECOND PART;

**AND**

(3) M/s. \_\_\_\_\_, a company incorporated under the Companies Act, 1956 or 2013, having its registered office at \_\_\_\_\_, represented herein by its Authorized Signatory, Sri \_\_\_\_\_ (hereinafter referred to as the “Developer”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, and permitted assignees), of the THIRD PART;

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

### **WHEREAS,**

A. NREDCAP is the Nodal Agency for the approval of wind-solar hybrid power projects up to 40 MW capacity, therefore, for the setting up of Wind-Solar Hybrid Projects in the Potential Areas in the State of Andhra Pradesh as per the AP ICE Policy 2024 of the Government of Andhra Pradesh (GoAP) notified vide G.O.Ms.No.37, Energy (Power-II) Department, Dt.30/10/2024 (hereinafter called the “Policy”) as well. For projects with more than 40 MW capacity, the SIPC, SIPB & GoAP grants clearance on the recommendations of NREDCAP. The Policy, inter alia, aims at encouraging the optimum utilization of the available wind and solar energy potential in the State by facilitating the adoption of state-of-the-art technology through private participation, balancing the interests of the customers and the Developers, and permitting the Developers to use the power produced for captive consumption or sale to a third party or to DISCOMs or export outside the state of Andhra Pradesh as per the guidelines under the Policy, the Indian Electricity Act 2003, and the rules and regulations made and the directions issued by GoAP thereunder.



- B. The Third Party was earlier sanctioned \_\_\_\_MW wind-solar hybrid projects comprising of \_\_\_\_ MW Wind and \_\_\_\_ MW Solar, to be set up at \_\_\_\_\_ District and accordingly an Agreement was entered between NREDCAP and the Developers as given in following table, hereinafter referred as the 'Principal Agreement' containing the terms and conditions thereof.

Sl. No	Company Name & Address	Proceedings No. & Agreement Date	Capacity Sanctioned in (MW)
1		NREDCAP/_____ dt._____	
<b>Total MW</b>			

- C. The Third Party through their letter dated \_\_\_\_ informed that they have received an order from the Second Party for establishment \_\_\_\_ MW Wind-Solar Hybrid Power Project comprising of \_\_\_\_ MW Wind and \_\_\_\_ MW Solar on turnkey basis 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 out of \_\_\_\_MW (comprising of \_\_\_\_ MW Wind and \_\_\_\_ MW Solar) capacity allotment they were already sanctioned.

SI No	Customer Name	Capacities transferred from	Capacities transferred	Location& District
1				
<b>Total</b>				

The Second Party has also submitted a letter dated \_\_\_\_expressing its interest in setting up the Project with a request to transfer the Project.

- D. After due consideration of the proposals under (B) above, the First Party, through its Letter No. NREDCAP/ \_\_\_\_\_dated \_\_\_\_\_ 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.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

## **ARTICLE 1**

### **DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

In this Agreement, the words and expressions, unless otherwise defined or described herein, shall, unless repugnant to the context or meaning thereof, have the meanings assigned to them in the Andhra Pradesh Electricity Reforms Act, 1998 (APERC Act), the Indian Electricity Act, the orders of the Government of Andhra Pradesh (GoAP) or in the Principal Agreement appended hereto.

## **1.2 Public Interest**

The award, development, operation, and maintenance of the Project are in the public interest.

## **1.3 Essence of Time**

As the Project implementation is governed by a pre-determined time schedule established in the Principal Agreement between the Developer and NREDCAP, the Customer shall ensure that the Project is executed strictly within the stipulated Project Implementation Period, and specifically, on or before the Scheduled Commercial Operation Date (Scheduled COD) as per the original timeline.

# **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 \_\_\_\_ MW capacity of Wind-Solar HybridProject (comprising of \_\_\_\_ MW Wind and \_\_\_\_ MW Solar)from out of \_\_\_\_MW Wind-Solar Hybrid capacity (comprising of \_\_\_\_ MW Wind and \_\_\_\_ MW Solar) earlier sanctioned to the Developer, to and in the name of the Customer for setting up of the Project as per the following table for generation of \_\_\_\_MW capacity of wind-solar hybrid power for export through ISTS network for sale of power.

<b>Sl. No.</b>	<b>Customer Name</b>	<b>Capacity (MW)</b>	<b>Location details &amp; District</b>
1			
	Total		

### **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 allotment of the Project and its development and operation by the Customer shall be subject to the Indian Electricity Act 2003 and the rules and regulations made thereunder from time to time; the policies and guidelines notified by the Government of India and Government of Andhra Pradesh from

time to time; the regulations and directions of the Andhra Pradesh Electricity Regulatory Commission (APERC); the policies as 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-solar hybrid power projects.

## **ARTICLE 3**

### **PERFORMANCE BANK GUARANTEE**

The Performance Bank Guarantee submitted by the Customer/Developer, and subsequently renewed as necessary, shall be proportionately applicable to this Project. It is the Customer's responsibility to ensure the extension of the Performance Bank Guarantee prior to its expiration, as per Article 4 of the Principal Agreement. NREDCAP shall not issue any notice regarding this extension, in accordance with the stipulations and conditions outlined in Article 4 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"), shall in the first instance 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 thirty (30) days, the Developer may appeal to the Chairman of the Board of Directors of NREDCAP, whose decision shall be final and binding.

#### **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 Amaravati, 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 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.
  - iv. 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 a 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 between 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.

### **5.5 Exclusion of Implied Warranties etc.**

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- 522501, Guntur District Pin : 522 501, Andhra Pradesh. Phone. 0863-2347650, email: info@nedcap.in

#### **If to the Customer**

#### **If to the Developer**

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.

### **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.
- 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 two 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:**

**Signed, Sealed and Delivered  
For and on behalf of the NREDCAP**

**Signature of Authorized Person**

**Vice Chairman and Managing Director**

**Signed, Sealed and Delivered  
For and on behalf of Developer by**

**Signature of Authorized Person**

**Witnesses**

In the presence of

1) Signature

Name

Address

2) Signature

Name

Address

## 16.17. Capacity Transfer Agreement – Pumped Storage Projects

### AGREEMENT

**THIS AGREEMENT** is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20XX, at Tadepalli, Andhra Pradesh, by and between:

**New and Renewable Energy Development Corporation of Andhra Pradesh Ltd.**, a company wholly owned by the State Government of Andhra Pradesh, incorporated under the Companies Act, 1956, having its registered office at #12-464/5/1, River Oaks Apartment, CSR Kalyana Mandapam Road, Tadepalli, Guntur District – 522501, Andhra Pradesh, India, represented herein by its Vice Chairman & Managing Director or authorized signatory (hereinafter referred to as “NREDCAP”, which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors, and assigns), of the FIRST PART;

**AND**

(2) M/s. \_\_\_\_\_, a company incorporated under the Companies Act, 1956 or 2013, having its registered office at \_\_\_\_\_, represented herein by its Authorized Signatory, Sri \_\_\_\_\_ (hereinafter referred to as the “Customer”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, and permitted assignees), of the SECOND PART;

**AND**

(3) M/s. \_\_\_\_\_, a company incorporated under the Companies Act, 1956 or 2013, having its registered office at \_\_\_\_\_, represented herein by its Authorized Signatory, Sri \_\_\_\_\_ (hereinafter referred to as the “Developer”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, and permitted assignees), of the THIRD PART;

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

### **WHEREAS,**

A. NREDCAP is the Nodal Agency for Pumped Storage Projects (PSPs), therefore, for the setting up of PSPs in the Potential Areas in the State of Andhra Pradesh as per the AP ICE Policy 2024 of the Government of Andhra Pradesh (GoAP) notified vide G.O.Ms.No.37, Energy (Power-II) Department, Dt.30/10/2024 (hereinafter called the “Policy”) as well. For Pumped Storage Projects (PSPs), the SIPC, SIPB & GoAP grants clearance on the recommendations of NREDCAP. The Policy, inter alia, aims at encouraging the optimum utilization of the available pumped energy storage potential in the State by facilitating the adoption of state-of-the-art technology through private participation, balancing the interests of the customers and the Developers, and permitting the Developers to use the power produced for captive consumption or sale to a third party or to DISCOMs or export outside the state of Andhra Pradesh as per the guidelines under the Policy, the Indian Electricity Act 2003, and the rules and regulations made and the directions issued by GoAP thereunder.

- B. The Third Party was earlier sanctioned \_\_\_\_MW capacity of Pumped Storage Projects to be set up at \_\_\_\_\_ District and accordingly an Agreement was entered between NREDCAP (NEDCAP) and the Developers as given in following table, hereinafter referred as the 'Principal Agreement' containing the terms and conditions thereof.

Sl. No	Company Name & Address	Proceedings No. & Agreement Date	Capacity Sanctioned in (MW)
1		NREDCAP/_____ dt._____	
<b>Total MW</b>			

- C. The Third Party through their letter dated \_\_\_\_\_ informed that they have received an order from the Second Party for establishment \_\_\_\_\_ MW capacity of Pumped Storage Projects on turnkey basis 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 out of \_\_\_\_MW capacity allotment they were already sanctioned.

SI No	Customer Name	Capacities transferred from	Capacities transferred	Location& District
1				
<b>Total</b>				

The Second Party has also submitted a letter dated \_\_\_\_\_expressing its interest in setting up the Project with a request to transfer the Project.

- D. After due consideration of the proposals under (B) above, the First Party, through its Letter No. NREDCAP/ \_\_\_\_\_dated \_\_\_\_\_ 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.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

## **ARTICLE 1**

### **DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**



In this Agreement, the words and expressions, unless otherwise defined or described herein, shall, unless repugnant to the context or meaning thereof, have the meanings assigned to them in the Andhra Pradesh Electricity Reforms Act, 1998 (APERC Act), the Indian Electricity Act, the orders of the Government of Andhra Pradesh (GoAP) or in the Principal Agreement appended hereto.

## **1.2 Public Interest**

The award, development, operation, and maintenance of the Project are in the public interest.

## **1.3 Essence of Time**

As the Project implementation is governed by a pre-determined time schedule established in the Principal Agreement between the Developer and NREDCAP, the Customer shall ensure that the Project is executed strictly within the stipulated Project Implementation Period, and specifically, on or before the Scheduled Commercial Operation Date (Scheduled COD) as per the original timeline.

# **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 \_\_\_\_ MW capacity from out of \_\_\_\_MW capacity of Pumped Storage Projects earlier sanctioned to the Developer, to and in the name of the Customer for setting up of the Project as per the following table for generation of \_\_\_\_MW capacity of Pumped Storage Projects for export through ISTS network for sale of power.

<b>Sl. No.</b>	<b>Customer Name</b>	<b>Capacity (MW)</b>	<b>Location details &amp; District</b>
1			
	Total		

### **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 allotment of the Project and its development and operation by the Customer shall be subject to the Indian Electricity Act 2003 and the rules and regulations made thereunder from time to time; the policies and guidelines notified by the Government of India and Government of Andhra Pradesh from time to time; the regulations and directions of the Andhra Pradesh Electricity Regulatory Commission (APERC); the policies as amended from time to time; and all other applicable laws.

## **2.4 Regulation of Allotment**

The Policy empowers NREDCAP to regulate the allotment of Pumped Storage Projects.

### **ARTICLE 3**

#### **PERFORMANCE BANK GUARANTEE**

The Performance Bank Guarantee submitted by the Customer/Developer, and subsequently renewed as necessary, shall be proportionately applicable to this Project. It is the Customer's responsibility to ensure the extension of the Performance Bank Guarantee prior to its expiration, as per Article 4 of the Principal Agreement. NREDCAP shall not issue any notice regarding this extension, in accordance with the stipulations and conditions outlined in Article 4 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"), shall in the first instance 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 thirty (30) days, the Developer may appeal to the Chairman of the Board of Directors of NREDCAP, whose decision shall be final and binding.

##### **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 Amaravati, 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 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.
  - iv. 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 a 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 between 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.

### **5.5 Exclusion of Implied Warranties etc.**

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- 522501, Guntur District Pin : 522 501, Andhra Pradesh. Phone. 0863-2347650, email: info@nedcap.in

## **If to the Customer**

## **If to the Developer**

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.

### **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.
- 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 two 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:**

**Signed, Sealed and Delivered  
For and on behalf of the NREDCAP**

**Signature of Authorized Person**

**Vice Chairman and Managing Director**

**Signed, Sealed and Delivered  
For and on behalf of Developer by**

**Signature of Authorized Person**

**Witnesses**

In the presence of

1) Signature

Name

Address

2) Signature

Name

Address

## 16.18. Capacity Transfer Agreement – Mini and Small Hydro Projects

### AGREEMENT

**THIS AGREEMENT** is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20XX, at Tadepalli, Andhra Pradesh, by and between:

**New and Renewable Energy Development Corporation of Andhra Pradesh Ltd.**, a company wholly owned by the State Government of Andhra Pradesh, incorporated under the Companies Act, 1956, having its registered office at #12-464/5/1, River Oaks Apartment, CSR Kalyana Mandapam Road, Tadepalli, Guntur District – 522501, Andhra Pradesh, India, represented herein by its Vice Chairman & Managing Director or authorized signatory (hereinafter referred to as “NREDCAP”, which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors, and assigns), of the FIRST PART;

**AND**

(2) M/s. \_\_\_\_\_, a company incorporated under the Companies Act, 1956 or 2013, having its registered office at \_\_\_\_\_, represented herein by its Authorized Signatory, Sri \_\_\_\_\_ (hereinafter referred to as the “Customer”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, and permitted assignees), of the SECOND PART;

**AND**

(3) M/s. \_\_\_\_\_, a company incorporated under the Companies Act, 1956 or 2013, having its registered office at \_\_\_\_\_, represented herein by its Authorized Signatory, Sri \_\_\_\_\_ (hereinafter referred to as the “Developer”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, and permitted assignees), of the THIRD PART;

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

### **WHEREAS,**

A. NREDCAP is the Nodal Agency for the approval of Mini and Small Hydro projects up to 25 MW capacity, therefore, for the setting up of Mini and Small Hydro projects in the Potential Areas in the State of Andhra Pradesh as per the AP ICE Policy 2024 of the Government of Andhra Pradesh (GoAP) notified vide G.O.Ms.No.37, Energy (Power-II) Department, Dt.30/10/2024 (hereinafter called the “Policy”) as well. The Policy, inter alia, aims at encouraging the optimum utilization of the available Mini and Small Hydro energy potential in the State by facilitating the adoption of state-of-the-art technology through private participation, balancing the interests of the customers and the Developers, and permitting the Developers to use the power produced for captive consumption or sale to a third party or to DISCOMs or export outside the state of Andhra Pradesh as per the guidelines under the Policy, the Indian Electricity Act 2003, and the rules and regulations made and the directions issued by GoAP thereunder.

- B. The Third Party was earlier sanctioned \_\_\_\_MW Mini and Small Hydro projects to be set up at \_\_\_\_\_ District and accordingly an Agreement was entered between NREDCAP (NEDCAP) and the Developers as given in following table, hereinafter referred as the 'Principal Agreement' containing the terms and conditions thereof.

Sl. No	Company Name & Address	Proceedings No. & Agreement Date	Capacity Sanctioned in (MW)
1		NREDCAP/_____ dt._____	
<b>Total MW</b>			

- C. The Third Party through their letter dated \_\_\_\_\_ informed that they have received an order from the Second Party for establishment \_\_\_\_\_ MW Mini and Small Hydro projects on turnkey basis 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 out of \_\_\_\_\_MW capacity allotment they were already sanctioned.

SI No	Customer Name	Capacities transferred from	Capacities transferred	Location& District
1				
<b>Total</b>				

The Second Party has also submitted a letter dated \_\_\_\_\_expressing its interest in setting up the Project with a request to transfer the Project.

- D. After due consideration of the proposals under (B) above, the First Party, through its Letter No. NREDCAP/ \_\_\_\_\_dated \_\_\_\_\_ 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.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

## **ARTICLE 1**

### **DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

In this Agreement, the words and expressions, unless otherwise defined or described herein, shall, unless repugnant to the context or meaning thereof, have the meanings assigned to them in the Andhra Pradesh Electricity Reforms Act, 1998 (APERC Act), the Indian Electricity Act, the orders of the Government of Andhra Pradesh (GoAP) or in the Principal Agreement appended hereto.

## **1.2 Public Interest**

The award, development, operation, and maintenance of the Project are in the public interest.

## **1.3 Essence of Time**

As the Project implementation is governed by a pre-determined time schedule established in the Principal Agreement between the Developer and NREDCAP, the Customer shall ensure that the Project is executed strictly within the stipulated Project Implementation Period, and specifically, on or before the Scheduled Commercial Operation Date (Scheduled COD) as per the original timeline.

# **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 \_\_\_\_ MW capacity Mini and Small Hydro projects from out of \_\_\_\_MW Mini and Small Hydro projects earlier sanctioned to the Developer, to and in the name of the Customer for setting up of the Project as per the following table for generation of \_\_\_\_MW capacity of Mini and Small Hydro projects' power for export through ISTS network for sale of power.

<b>Sl. No.</b>	<b>Customer Name</b>	<b>Capacity (MW)</b>	<b>Location details &amp; District</b>
1			
	Total		

### **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 allotment of the Project and its development and operation by the Customer shall be subject to the Indian Electricity Act 2003 and the rules and regulations made thereunder from time to time; the policies and guidelines notified by the Government of India and Government of Andhra Pradesh from



time to time; the regulations and directions of the Andhra Pradesh Electricity Regulatory Commission (APERC); the policies as amended from time to time; and all other applicable laws.

## **2.4 Regulation of Allotment**

The Policy empowers NREDCAP to regulate the allotment of Mini and Small Hydro projects.

## **ARTICLE 3**

### **PERFORMANCE BANK GUARANTEE**

The Performance Bank Guarantee submitted by the Customer/Developer, and subsequently renewed as necessary, shall be proportionately applicable to this Project. It is the Customer's responsibility to ensure the extension of the Performance Bank Guarantee prior to its expiration, as per Article 4 of the Principal Agreement. NREDCAP shall not issue any notice regarding this extension, in accordance with the stipulations and conditions outlined in Article 4 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"), shall in the first instance 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 thirty (30) days, the Developer may appeal to the Chairman of the Board of Directors of NREDCAP, whose decision shall be final and binding.

#### **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 Amaravati, 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 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.
  - iv. 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 a 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 between 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.

### **5.5 Exclusion of Implied Warranties etc.**

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- 522501, Guntur District Pin : 522 501, Andhra Pradesh. Phone. 0863-2347650, email: info@nedcap.in

#### **If to the Customer**

#### **If to the Developer**

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.

### **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.
- 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 two 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:**

**Signed, Sealed and Delivered  
For and on behalf of the NREDCAP**

**Signature of Authorized Person**

**Vice Chairman and Managing Director**

**Signed, Sealed and Delivered  
For and on behalf of Developer by**

**Signature of Authorized Person**

**Witnesses**

In the presence of

1) Signature

Name

Address

2) Signature

Name

Address

### 16.19. Summary of Applicable Fees & Charges

S. No.	Fees and Charges	Solar	Wind	Hybrid	PSP	BESS	Mini and Small Hydro	GH	Biofuels
1.	<b>Application Fee (One time)</b>	INR 25,000/MW <sub>p</sub>	INR 25,000/MW	Charges to be paid for installed capacity of Solar and Wind: INR 25,000/MW <sup>α</sup>	Nil	Nil	INR 5,000/application	INR 25,000/KTP A	2G Ethanol – INR 25,000/KLPD CBG – INR 25,000/TPD
2.	<b>Facilitation/ Allotment Fees (One time)</b>	INR 25,000/MW <sub>p</sub>	INR 1,50,000/MW	Charges to be paid for installed capacity of Solar and Wind subject to maximum of 1,50,000: /MW <sup>β</sup>	INR 50,000/MW	NA	INR 1,50,000/MW	NA	NA
3.	<b>Performance</b>	INR 1,00,000/	INR	Charges	INR	As per	INR 1,00,000/MW	INR	2G Ethanol –

S. No.	Fees and Charges	Solar	Wind	Hybrid	PSP	BESS	Mini and Small Hydro	GH	Biofuels
	<b>Bank Guarantee*</b>	MW <sub>p</sub>	2,00,000/MW	shall be paid for each source, i.e., Solar, Wind.	50,000/MW	tender		1,00,000/KTPA	INR 1,00,000/KLPD CBG – 1,00,000/TPD
4.	<b>Onetime local area development fund (One time for RE export)</b>	INR 50,000/Acre	INR 50,000/Acre	INR 50,000/Acre	as per Central Policies	NA	INR 50,000/Acre	Nil	Nil
5.	<b>Green Energy Development Charges (Annually)<sup>u</sup></b>	Nil for Discom procurement. INR 1 Lakh/MW year from Scheduled COD for 12 years & INR 1.5 Lakhs/MW/year for the next 13 years and thereafter INR 2 Lakhs/MW/year, wherever it is applicable. In case of hybrid <sup>u</sup> the above charges shall be paid for each source, i.e., Solar, Wind.				NA	NA	NA	NA
6.	<b>Net worth</b>	INR 50 lakhs/MW <sub>p</sub>	INR 100 lakhs/MW	Payable as per solar & wind capacities	INR 50 lakhs/MW	NA	INR 50 lakhs/MW	NA	NA

S. No.	Fees and Charges	Solar	Wind	Hybrid	PSP	BESS	Mini and Small Hydro	GH	Biofuels
7.	<b>Time extension fee #</b>	INR 20,000/MW <sub>p</sub>	INR 20,000/MW	INR 20,000/MW	INR 20,000/MW	INR 20,000/MW	INR 20,000/MW	INR 20,000/KTPA	2G Ethanol – INR 50,000/KLPD CBG – INR 50,000/TPD
8.	<b>Transfer/ Name Change/ Change of Location fee **</b>	INR 2,00,000/MW <sub>p</sub>	INR 2,00,000/MW	INR 2,00,000/MW <sup>^</sup>	INR 2,00,000/MW	INR 50,000/MW	INR 50,000/MW	NA	NA
9.	<b>Distributed Energy Resource (DER) Aggregation Fee @</b>	INR 1,500/kWp for the first 2 kW and thereafter INR 1,000/kWp.	NA	NA	NA	NA	NA	NA	NA
10.	<b>Onetime Processing Fee for land (One time;</b>	INR 2,000/Acre	-	INR 2,000/Acre	Nil	NA	Nil	Nil	Nil

S. No.	Fees and Charges	Solar	Wind	Hybrid	PSP	BESS	Mini and Small Hydro	GH	Biofuels
	applicable for Solar Parks & REZ)								
11.	Land Lease Charges (Rev/ Govt./ Pvt/ Patta land) (Annually)	INR 31,000/Acre/Year @5% escalation every 2 years				NA	INR 31,000/Acre/Year @5% escalation every 2 years		INR 15,000/Acre/Year @5% escalation every 2 years (Only for Rev/ Govt. land)
12.	Remittance to GoAP – from land lease (Annual fee for Rev/ Govt.)	INR 31,000/Acre/year				NA	INR 31,000/Acre/year		INR 15,000/Acre/year
13.	Remittance to NREDCAP – from land lease (Annual fee for Pvt/ Pattaland)	INR 1,000/Acre/year				NA	INR 1,000/Acre/year		



$\alpha$ : To be paid @ INR 25,000/MW<sub>p</sub> and INR 25,000/MW for installed capacity of Solar and Wind respectively

$\beta$ : The illustration for payment of facilitation/ allotment fees is given in Section 14 (b)

$\mu$ : In case of hybrid the GEDC charges have to be paid @ INR 1 Lacs/MW<sub>p</sub>/year and INR 1 Lacs/MW/Year respectively (for 12 years from COD), INR 1.5 Lakhs/MW<sub>p</sub>/year and INR 1.5 Lakhs/MW/year (for the next 13 years) and thereafter INR 2 Lakhs/MW<sub>p</sub>/year and INR 2 Lakhs/MW/year on installed capacity of Solar and Wind respectively.

\* - PBG is one time payable by the Project Developer. SNA shall return PBG upon COD/ DCP

# - To be paid monthly for maximum extension period of the project from any of the predefined milestone timeline in allotment phase and after the Scheduled COD/ Scheduled DCP of the project in construction phase of a project

\*\* SNA will examine and submit the proposals with recommendations to Energy department. Thereafter, the Energy department shall place the proposals before SIPC, SIPB and GoAP to seek approval. The final decision to approve any such requests will rest with the Government of Andhra Pradesh.

^Transfer fee applicable on contracted capacity applied for Connectivity/OA for Wind-Solar Hybrid Projects and the illustration for payment of facilitation/ allotment fees is given in Section 14 (b)

### 16.20. Registration and Renewal Fee for EVCI Project Developers

EVCI Project Developers need to register with SNA by paying registration and renewal fee as per the model, type capacity of the chargers as mentioned below:

S. No.	Type of Charger	Capacity of Charger	Registration Fee proposed	Renewal Fees per annum
1.	Slow Charger	Bharat AC 001 10 kW	INR 1,000 + GST per charger	INR 500 + GST per charger
2.	Fast Charger	Bharat DC 001 15 kW	INR 2,000 + GST per charger	INR 1,000 + GST per charger
3.	Slow Charger	Type2 AC 22 kW	INR 3,000 + GST per charger	INR 1,500 + GST per charger
4.	Fast Charger	CCS II & CHAdeMO 50 kW	INR 7,000 + GST per charger	INR 4,000 + GST per charger
5.	Fast Chargers more than 50 kW	<50kW	INR 10,000 + GST per charger	INR 6,000 + GST per charger
6.	Swapping stations		INR 25,000 + GST per charger	INR 10,000 + GST per charger

## 16.21. Net Worth Certificate

(on the Letter head of Registered Chartered Accountant)

This is to certify that the Net worth of M/s. / Mr. / Ms. .... as on ..... is Rupees ..... only as per the statement of computation of even date annexed hereto. It is further certified that the computation of Net worth, based on my/ our scrutiny of the books of accounts, records and documents, is true and correct to the best of my / our knowledge and as per information provided to my / our satisfaction.

Place:

For (Name of Accounting Firm)

Date:

Name of Partner Chartered Accountant Membership Number

(Rubber Stamp)

## Computation of Net worth

(Annexure forming part of the Net worth Certificate of Dated \_\_\_\_\_)

The net worth has been computed as per the format given below for the Financial Year ending\_:

(INR in Crores)

Paid up Capital (A)	
Add: Equity Share Premium (B)	
Add: Reserve & Surplus (excluding revaluation reserves) (C )	
Less : Statutory Reserves (D)	
Less: Revaluation Reserves (E)	
Less: Accumulated losses if any – (F)	
Less: Intangible Assets included in the balance sheet (G)	
Less: Miscellaneous Expenditure to the extent not written off– (H)	
Total Net worth ((A+B+C)-(D+E+F+G+H))	

Place:  
Accounting Firm)

For (Name of

Date:  
Membership Number

Name of Partner Chartered Accountant

(Round Stamp)

## 16.22. Details of RE Power Projects Executed

S. N o	Type of Project	Capacity installed in MW/ MW <sub>p</sub>	Date of Commissioning	Location	Details of Sale (DISCOMs or others/Captive/ Third Party sale. PPA date shall also be indicated)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Note: Copy of PPA for each project should be enclosed.

## 16.23. Common Application Form for Sanction of Incentives

### 1. Personal Details

1.1.	Promoter's/Managing Director's Name	Mr./ Ms. / Mrs.	
1.2.	Father's/Husband's Name	C/O/ W/O S/O D/O	

### 1.2 Office Address

1.2.1.	Plot/Survey No.	
1.2.2.	Street/Village Name	
1.2.3.	City/Town	
1.2.4.	Country	
1.2.5.	State	
1.2.6.	District	
1.2.7.	Pin Code	
1.2.8.	Email ID	
1.2.9.	Telephone Number (Including STD and ISD Code)	

(Aadhaar of Proprietor in case of Proprietorship, Managing Director in case of partnership firm, Company (LLP), cooperative society, Trust)

### 2. Project DeveloperName

2.1	Name of the Project Developer	
-----	-------------------------------	--

### 3. Project DeveloperLocation & Details

3.1.	Plot/Survey No.	
3.2.	Street/Village Name	
3.3.	City/Town	
3.4.	District	
3.5.	Mandal	
3.6.	Pin Code	
3.7.	Email Id	
3.8.	Telephone Number	
3.9.	Fax	
3.10.	PAN	
3.11.	GST Number	

3.12.	Nature of Project	
3.13.	GST Certificate	

#### 4. Details of Managing Director's/Director/Partners

S.No.	Name	Gender	Physically Handicapped	Community	Share (in %)

#### 5. Employment Information (Full-Time Employees)

Employment Category	Male (No's)	Female (No's)	Total (No's)
Management & Staff			
Supervisors			
Workers			
Total			

#### 6. Project Developer Information

6.1.	Sector of Project Developer	
6.2.	Type of Project Developer	
6.3.	Total Investment (Plant & Machinery) (in INR Lakhs)	
6.4.	Category of Project Developer	
6.5.	Type of Registration	
6.6.	Registration Number	
6.7.	Date of Registration (DD/MM/YYYY)	
6.8.	Major Line of Activity	
6.9.	COD/ DCP (DD/MM/YYYY)	
6.10.	Type of Land	
6.10a	Date of Lease/Sale Agreement/Sale Deed	
6.10b	Lease applicable till (DD/MM/YYYY)	

#### Uploads - Registration Certificate & Land Lease/ Sale Agreement / Sale Deed

#### 7. GST Return Details for the First Month of Production

7.1.	Date of First Sales Bill (DD/MM/YYYY)	
7.2.	Date of Return Filing (DD/MM/YYYY)	

7.3.	GST Pain (in INR)	
7.4.	Payment Receipt Number	

#### Uploads – First Sale Bill & First Sales Return

#### 8. Status of Project

Status of Project	New/Expansion
-------------------	---------------

#### 9. Line of Activity (for RE/ GH+/ CBG Manufacturing Project)

S.No.	Line of activity	Units	Annual Capacity	Value (in Lakhs)

#### 10. Fixed Capital Investment details

S.No.	Type of Assets	New Project	Investment Amount (in Lakhs)
1	Buildings		
2	Land		
3	Plant & Machinery		
4	Total		

For expansion/diversification, additional fields include expansion/diversification investment amount & % increase (auto-calculated on initial investment amount).

#### 11. Financing of Project

Financing of Project	Bank and NBFC / Self-financed
----------------------	-------------------------------

#### 11.1 Uploads:

##### A. Banks & NFC

1. Statement of Accounts (including machinery)
2. Term Loan Sanction Letter
3. Civil Engineer Certificate on civil works :Annexure –16.27
4. Board resolution/ partnership deed



5. Secondhand machinery certificate (certified by CA &CE): Annexure - 16.29
6. Self-fabricated machinery :Annexure – 16.28
7. Bills and invoices
8. Power Release certificate
9. COD/ DCP certificate

**B. Self-Financed**

1. Machinery certificate :Annexure – 16.30
2. Secondhand machinery certificate (certified by CA &CE) :Annexure –16.29
3. Self-fabricated machinery : Annexure – 16.28
4. Civil Engineer Certificate on civil works : Annexure – 16.27
5. Power release certificate
6. Board resolution/ partnership deed
7. Bills and invoices
8. DCPcertificate by Industries Department

### 11.2 Details of Financial Institution and Loan amounts (Only for Banks & NBFCs)

Term loan sanction	Name of Financial Institution	Branch & Address of Financial Institution	Date of Filling of Application (DD/MM/YYYY)	Sanction Reference Number	Date of Sanction (DD/MM/YYYY)	Amount Sanctioned

### 11.3 Project Cost, Loan Sanctions and Release, Assets Acquired (in Lakhs) (Only for Banks & NBFCs)

Nature of Asset	Approved Project Cost	Quantum of Loan Sanctioned	Project Share	Loan Received	Assets Acquired to the extent of Loan Released	Assets which form Part of approved Project Cost but loan was not drawn	Total acquired.
Land							
Buildings							
Plant &M/c.							
Machinery contingencies							
Erection							
Technical know-how,							

<b>feasibility study</b>							
<b>Working capital</b>							
<b>Total</b>							

#### 11.4 Details of machinery

<b>S.No</b>	<b>Name of the machine with specifications</b>	<b>Condition of Machine</b>	<b>Imported directly by entrepreneur</b>	<b>Name of Supplier</b>	<b>Supplier GST Number</b>	<b>Date of placement of order (DD/MM/YYYY)</b>	<b>e-way Bill No</b>	<b>Bill Date (DD/MM/YY YY)</b>	<b>Amount of the bill including freight, Insurance, taxes, etc. (in lakhs)</b>

Upload option is provided for Developers with a list of equipment in excel as per the table format

**12. Power Details**

S.No.	Source of Power	Service Connection No.	Total Power Connected	Units	Date of Power Connection (DD/MM/YYYY)

**13. Details on incentives availed from Govt. of India**

Have you availed any incentives from Govt. of India	Yes/No
---	--------

**For Yes:**

S.No.	Scheme	Incentive Type	Incentive Amount	Incentive Application Date (DD/MM/YYYY)	Incentive Sanction Date (DD/MM/YYYY)	Name of Lead Banker

Declaration: I/We hereby declare that information provided on incentives availed from Govt. of India is complete. Any deviation from information provided shall make me liable for legal action as specified under respective acts/codes and rules including withdrawal of incentive specified under respective acts.

**14. Special GO from Govt. of Andhra Pradesh**

Have you availed any special GOs from Govt. of Andhra Pradesh	Yes/No
---	--------

**For Yes:**

(Upload GO)

**15. Bank Details (for incentives disbursement)**

Type of Account	Bank Name	Branch	IFSC Code	Account No.	Re-enter Account No.	Upload Canceled cheque leaf

**Note:** Developer can enter multiple bank accounts such as term loan account, working capital loan account etc.

**16. Other Details**

S.No	List of Categories	Yes/No	Date	Upload Document	Remarks
1.	Has there been a break in operation/ production of the plant?				
2.	Has the Developer enterprise been purchased from other sources?				
3.	Has there been a merger of the Developer enterprise?				
4.	Has there been an amalgamation of the Developer enterprise?				
5.	Has there been a change in management of the Developer enterprise?				
6.	Does Developer enterprise have any additional Line of Activity?				
7.	Whether Developer enterprise separate Identifiable Investment?				

## DECLARATION

1. I / We hereby confirm that the contents of the claim application are true to the best of my/ our knowledge.
2. I am authorized to file this application and I will take full responsibility of the information mentioned. I /We hereby confirm that to the best of our knowledge and belief, information given herein before, and other papers enclosed are true and correct in all respects. We further undertake to substantiate the particulars about promoter(s) and other details with documentary evidence as and when called for. I/We hereby agree that I/Wewill forthwith repay the amount released to me/us under scheme, if the amount of incentives like Capital Subsidy/ Stamp Duty/ OA Charges/ Electricity Duty/ SGST etc. are found to be disbursed in excess of the amount admissible whatsoever the reason.ml / We abide by the provision under AP ICE Policy 2024, 2024-29, State Incentives and further abide by the changes / modifications made by the State Government. I / We also abide by the decisions of NREDCAP / Wewill not change the location of the whole or part of the Project or effect any substantial contraction or disposal of substantial part of its total capital investment within a

period of six (6) years from the COD/ DCP. ml / We assure that the State incentives applied for will be used solely for the development of the Project and shall produce utilization certificate to the NREDCAP within one year and furnish annual progress report and certified copy of audited accounts to the NREDCAP for a period of six (6) years. I / We also abide by the decisions of NREDCAP / We will not change the location of the whole or part of the Project or effect any substantial contraction or disposal of substantial part of its total capital investment within a period of six (6) years from the COD/ DCP. ml / We confirm that subsidy was already availed under the Government schemes mentioned at para No.9.0.

3. In case a claim is made as a Benami as defined under Benami Transactions Act 2016, I understand that action shall be taken against me as per respective provisions of the act.
4. In case of wrong claim, I shall repay the entire amount of Concession(s) availed under AP ICE Policy 2024 in lumpsum with prevailing interest.
5. I / We will agree that apart from other consequences, I / We will forego the eligibility for the continuance of incentives and other financial concessions for further years if these incentives / financial concessions were obtained by misrepresentation of facts or in case of misutilization. I / We not only agree to pay back these incentives / financial concessions but also authorize State Government to call back the same through summary proceedings under the provisions of R.R.Act 1864.

## 16.24. Self-Computation Sheet for Eligible Investment Subsidy Details

Details of Factory Building <List Not Exhaustive>

S.No	Item	Actual Cost as per Civil Engineer Certificate	Cost as per APSFC Rates	Calculation Details as per APSFC Rates
1	Main factory shed			
2	Raw material and finished products go down			
3	Office room and lab room			
4	Cooling water ponds			
5	Boiler shed and generator room			
6	Effluent treatment ponds, etc.			
7	Overhead tanks, bore-wells and pump house and sump			
8	Fencing and gate			
9	Architect fees and supervision charges			
10	Compound wall			
11	Canteen			
12	Workers rest room			
13	Time office			
14	Cycle/vehicle stand			
15	Security shed			
16	Toilet room & sanitary fittings			
	<b>Total</b>			

### Documents

Civil Engineer Certificate: Annexure – 16.27	(Upload)
Approved Area Certificate by Town & Country Planning	
Chartered Engineer Certificate for Self-Fabricated Machinery: Annexure – 16.28	(Upload)

**Details of Machinery**

<b>S.No</b>	<b>Name of the machine with specifications</b>	<b>Condition of Machine</b>	<b>Imported directly by entrepreneur</b>	<b>Name of Supplier</b>	<b>Supplier GST Number</b>	<b>Date of placement of order (DD/MM/YY YY)</b>	<b>e-way Bill No</b>	<b>Bill Date (DD/MM/YY YY)</b>	<b>Amount of the bill including freight, Insurance, taxes, etc. (in lakhs)</b>



Have you availed any special GO from GoAP: Yes/No

**If Yes,**

Eligible investment subsidy % as per GO: (Upload the GO)

**If No,**

Eligible investment subsidy % as per applicable policy:

**Total Eligible Value of Plant and Machinery (in INR):**

**Computed Investment Subsidy for Plant and Machinery**

S.No.	Parameter	Value
1	Eligible cost of factory, building for investment subsidy	
2	Eligible cost of machinery for investment subsidy	
	<b>Total eligible capital investment</b>	
	Eligible investment subsidy in %	
	Eligible investment subsidy in % as per the application date	
	<b>Total Eligible investment subsidy (Value)</b>	

## 16.25. Self-Computation Sheet for Reimbursement of Stamp, Transfer, Mortgage Duty & Hypothecation

Document No.	Amount of Stamp Duty Transfer duty & Mortgage duty Paid (In INR)	Date of Payment of Stamp Duty , Transfer duty & Mortgage duty (DD/MM/YYYY)	Registered Land sale Deed/ Lease Deed/ Transfer Deed/ Land Conversion / Mortgage Documents	Payment Receipt Numbers	Payment Receipt
			(Upload)		(Upload)

1	Area of the land Purchased (as per registered sales deed) (in Sq.Mts)	
2	Nature of transactions/deed registered (sale/lease-cum- sale Transfer deed/financial deeds and mortgages etc.)	
3	Purchase value of land as per document	
4	Date of registration (DD/MM/YYYY)	
5	Name of Sub-Registrar Office, where registered	
6	Details of payment of stamp Duty	
7	% reimbursement of stamp Duty	
8	Applicable stamp duty reimbursement amount	

### Land Conversion Details

1	Land Conversion charges paid	
2	Date of payment of land conversion	
3	Payment Receipt No	
4	RDO Copy for Land Conversion	(Upload)
5	Payment Challan	(Upload)
6	% reimbursement of land conversion charges	
7	Have you availed any special GO, if Yes, upload	(Upload)
8	Applicable land conversion reimbursement amount	
9	Final Eligible Land Conversion incentive amount to be reimbursed	

**Land Cost Details**

1	Date of payment of land cost	
2	Payment Receipt No.	
3	% reimbursement of land cost	
4	Have you availed any special GO, if Yes, upload	<b>(Upload)</b>
5	Applicable land cost reimbursement amount	
6	Final Eligible Land cost incentive amount to be reimbursed	

## 16.26. Self-Computation Sheet for Eligible Power Cost Reimbursement of Incentives

### POWER COST REIMBURSEMENT DETAILS

S. No.	Details	Information to be provided
1	Industrial Service Connection Number	
2	Category of Connection (LT/HT)	
3	Connected Power Load at the time of DCP (in KVA)	
4	Power Release Date (DD/MM/YYYY)	
5	Have you availed any special GO from Government of Andhra Pradesh	
6	Eligible Rate per Unit (As per the GO Uploaded)	
7	Upload Relevant GO	
8	Electricity Duty *	
9	Transmission Charges*	
10	Distribution/Wheeling Charges*	
11	Cross-Subsidy Charges* (	
12	Additional Surcharge*	

\* Reimbursement of Electricity Duty, Transmission Charges, Distribution Wheeling Charges, Cross-Subsidy Charges and Additional Surcharges shall be applicable as per AP ICE Policy 2024 to eligible Developers only.

S N o.	Source of Power	Month to be Applie d	Year to be Applied	Units Consumed as perPower Bill	Light & Fans and Colony Consumptio n Units	Eligible Units as per Bill	Rate per Unit	Amoun t Paid as per Bill	Eligible Rate of Incentiv e	Eligible Incentiv e Amount	% of Eligible Incentiv e Amount	Power Receipt	Power Bill

Finaleligibleincentiveamounttobereimbursed : (autopopulated) Select BankAccount:

## 16.27. Civil Engineer Certificate for Cost of Buildings and Other Civil Works

I/We hereby certify that M/s.

\_\_\_\_\_ (Name of the Developer with complete address) has completed the civil works for an estimated cost of Rs. (in words) \_\_\_\_\_. The value of item-wise cost of building and civil works is given below:

S.No.	Details	Plinth Area	Cost

Signature of Civil Engineer of Financial Institution or Chartered Engineer with Office Seal

## 16.28. Self-Fabricated Machinery Certificate Certified by Chartered Accountant & Chartered Engineer For All Developers

I/We hereby confirm that I/We have examined and I/We certify that the following plant, machinery and equipment are self-fabricated and installed by M/s

\_\_\_\_\_ (Developer)

located at \_\_\_\_\_.

### SELF-FABRICATED PLANT, MACHINERY & EQUIPMENT

S.NO	Name and specifications of the item fabricated	Estimated Raw Material Cost (in Rs.)	Estimated Wages Paid (in Rs.)	Total Cost (in Rs.)	Minimum Life	Remarks

Signature of Chartered Accountant with Firm/Office Seal

## 16.29. Second-Hand Machinery Certificate Certified By Chartered Accountant & Chartered Engineer For All Developers

I/We hereby confirm that I/We have examined and I/We certify that the following plant, machinery and equipment are purchased and installed by M/s \_\_\_\_\_  
 \_\_\_\_\_ (Developer) located at \_\_\_\_\_  
 \_\_\_\_\_.

### SECOND-HAND PLANT, MACHINERY & EQUIPMENT

S.No.	Name of Machinery/ Equipment	Date of Placement of Order	Name of Supplier	Address of Supplier	Supplier GST Number	e-way Bill No.	Basic Cost (Rs.)	Taxes Duties (Rs.)	Insurance (Rs.)	Others

Total (Rs.)	Receipt No.	Date into token of receipt of amount by Supplier	Depreciated Value	Minimum Life (in years)	Remarks

Signature of Chartered Accountant with Firm/Office Seal

Signature of Chartered Engineer with Firm/Office Seal



### 16.30. Machinery Certificate Certified by Chartered Accountant & Chartered Engineer For Self-Financed Developers

I/ \_\_\_\_\_ We hereby confirm that I/ \_\_\_\_\_ We have examined and I/ \_\_\_\_\_  
 We certify that the following plant, machinery and  
 equipment are purchased and installed by M/s \_\_\_\_\_  
 \_\_\_\_\_ (Developer) located at \_\_\_\_\_.

#### NEW PLANT, MACHINERY & EQUIPMENT

S.No.	Name of Machinery/ Equipment	Date of Placement of Order	Name of Supplier	Address of Supplier	Supplier GST Number	e-way Bill No.	Basic Cost (Rs.)	Taxes Duties (Rs.)	Insurance (Rs.)	Others

Total (Rs.)	Receipt No.	Date into token of receipt of amount by Supplier	Depreciated Value	Minimum Life (in years)	Remarks

Signature of Chartered Accountant with Firm/Office Seal

Signature of Chartered Engineer with Firm / Office Seal

### 16.31. Application Form Claiming SGST Incentive

S.No.	Parameter	Value
1	Andhra Pradesh GST	
2	Andhra Pradesh GST Registration Date	
3	GSTR 2A	
4	GSTR 3B	
5	Tax Paid Receipts	

Production Details for the Financial Year

S.No.	Line of Activity	Production Quantity in FY	Prevailing Tax Rate

Have you availed any special incentives from Government of Andhra Pradesh: Yes/No If Yes, upload GO

**SGST amount paid by the enterprise for financial year of goods manufactured by the enterprise in state of Andhra Pradesh (in INR) (Ascertained by the Commercial Tax Department).**

S.No.	From	To	Input SGST Paid	Output SGST Paid	Net SGST	Eligible % of SGST	Eligible % of SGST as per Application Date	Eligible SGST reimbursement amount

## 16.32. Application Form for ClaimingSGST Subsidy for Solar Rooftop Projects

<To be filled by the end-consumer (domestic/ residential)>

### 1. Applicant Details

1	Name	
2	Address	
3	Contact Number	
4	Aadhaar Number	

### 2. Installation Details

1	Type of Consumer (Residential/ Domestic)	
2	Address of Installation	
3	Installed Capacity (kW)	
4	Installation Date	

### 3. Developer Details

1	Developer Name	
2	Developer Address	
3	Developer Contact Number	
4	Developer GSTIN	

### 4. Payment Details

1	Invoice Number	
2	Invoice Date	
3	Total Amount Paid (incl. SGST)	
4	SGST Amount Paid	

### 5. Bank Details for Subsidy

1	Bank Name	
2	Account Holder Name	
3	Account Number	
4	IFSC	

**Mandatory Attachments:**

1. Copy of Invoice
2. Proof of Payment (Receipt/Bank Statement)
3. Aadhaar Copy of Applicant
4. Proof of Central Financial Assistance/ Subsidy provided by Ministry of New and Renewable Energy (MNRE), Government of India (Optional)
5. Details of Bank Account in which subsidy shall be disbursed– Passbook/ Cancelled Cheque etc.

**6. Declaration**

I, \_\_\_\_\_, hereby declare that the information provided above is true and correct to the best of my knowledge.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### 16.33. Application-Cum Certification of Sales Tax Department Showing Tax Paid By The Enterprise For Availing Reimbursement

YEAR - 20 - 20

To:

The Assistant Commissioner of State Tax,

\_\_\_\_\_ Circle

Sir,

I am to request you to Certify for reimbursement of Net SGST \_\_\_\_% under the \_\_\_\_\_ Policy 20\_\_ to 20\_\_

1. Name of the Project Developer and Address.

<i>Name of the Project Developer and address (Administrative office)</i>	

2. Name of the goods manufactured in Andhra Pradesh in his own Plant.

Unit name:		
Item wise production details during the Year:	Units	Qty.
a)		
b)		
c)		
Total		

3. SGST paid by the Developer under the Andhra Pradesh Goods and Services Tax Act, 2017 for the year: 20 - 20 (Three Units put together)

SI.No	Description	Gross SGST Payable in Rs.	SGST Paid through ITC in Rs.	SGST Net Cash Paid in Rs.	Remarks
(a)	(b)	(c)	(d)	(e)	(f)

Sl.No	Description	Gross SGST Payable in Rs.	SGST Paid through ITC in Rs.	SGST Net Cash Paid in Rs.	Remarks
1-A	SGST paid on Goods Produced in the units to which incentives granted and sold				Eligible for incentive

4. Name of the Bank with its branch

Name and bank account No. through Which the payment was made:

5. R.C No. of the Dealer under the Andhra Pradesh Goods and Services Tax Act

I duly verify that all the facts and figures furnished above are correct.

Station :

Signature of Authorized

Person

Date :

with Firm/Office Seal.

(Proprietor/Partner/Managing Director/Director)

(Strike out whichever is not applicable)

#### Annexures :

- Statement showing the details of turnover, Tax due, Tax paid ( through ITC and Cash paid , Reverse charge in separate columns) and date of Filing of 3B returns during the financial year (Tax period March to Feb)

#### ANNEXURES

- Production unit wise for which incentives granted
  - Production unit wise for which no incentives granted, if applicable
  - Trading (purchased and sold ), Consolidated ( MFG and Trading in AP)
  - SGST ITC utilized for payment of IGST due (in relation to the inter- state sales from the production units which are permitted for incentives.
- Dealer wise sales details of the products manufactured in the incentivized units during the year with Turnover, SGST due on the sales (1<sup>st</sup> sales by incentive holder) along with the commodity dealt by the buyer and purpose (consumption or sales )

3. Declaration by the tax payer (incentive holder) stating that

- the buyers from the incentive holder are generally not permitted for inter-state transactions of the commodity that is purchased from them.
- In case if buyers from the incentive holder have effected inter-state sales (IGST) of the same commodity, accepting the restriction of the claim to the extent of SGST ITC is adjusted towards IGST payment

**Declaration:**

We hereby undertake that in order to assure that the claim of incentive will be confined to the amount of SGST accrued and retained by the State of A.P out of the sales by the products produced in the incentivized units located in the State of Andhra Pradesh. In order to ensure, the following precautions will be initiated.

- A. C.A. certification stating the details of the SGST ITC utilized for the payment of IGST due on the sales affected by us will be filed and also assure that the same will be reduced from the claim of incentive.
- B. We generally not permit the buyer to effect any inter-state sales of the products produced within the unit/s granted for availment of Incentives.
  - A letter or declaration from our buyers will be furnished in case the goods are purchased for their consumption and the total SGST relating to sales to them will be claimed without any restriction.
  - In respect of inter-state sales by the buyers who purchased from us and adjusted the ITC of SGST against the liability of IGST, the same will be restricted from our claim.
  - Any claim which is found that SGST adjusted against IGST liability is claimed involved in trading , double the amount of the same in addition to the SGST component may be restricted from our claim at any point of time.

Station:

Signature of Authorized

Person

Date:

with Firm/Office Seal.

(Proprietor/Partner/Managing Director/Director)

(Strike out whichever is not applicable)

SS

### **CERTIFICATE**

It is certified that all the facts and figures furnished by the Enterprise is verified with the returns and found that the Net SGST Payable, SGST paid through ITC and SGST Net Cash paid for the year 20 - 20 are as under:

**A.**

SI.No	Description	Gross SGST Payable in Rs.	SGST Paid through ITC in Rs.	SGST Net Cash Paid in Rs.	Remarks
(a)	(b)	(c)	(d)	(e)	(f)
1-A	SGST paid on Goods Produced in the units to which incentives granted and sold (other than paid under RCM)				Eligible for incentive

Place:

Date:

**ASSISTANT COMMISSIONER (ST)**

**(Concerned)**

**Official Seal**

**Note:** This application form, if photo copied must be exactly as per original & it must be both sides of the page. **YEAR - 20** -

**20**

To:

The Assistant Commissioner of State Tax,

\_\_\_\_\_ Circle

Sir,

I am to request

you to Certify for reimbursement of Net SGST \_\_\_\_% under the \_\_\_\_\_

\_\_\_\_\_ Policy 20\_\_ to 20\_\_

2. Name of the Project Developer and Address.

Name of the Project Developer and	
-----------------------------------	--



address (Administrative office)	

4. Name of the goods manufactured in Andhra Pradesh in his own Plant.

Unit name:		
Item wise production details during the Year:	Units	Qty.
a)		
b)		
c)		
Total		

5. SGST paid by the Developer under the Andhra Pradesh Goods and Services Tax Act, 2017 for the year: 20 -

20

Sl.No	Description	Gross SGST Payable in Rs.	SGST Paid through ITC in Rs.	SGST Net Cash Paid in Rs.	Remarks
(a)	(b)	(c)	(d)	(e)	(f)
1-A	SGST paid on Goods Produced in the units to which incentives granted and sold				Eligible for incentive

4. Name of the  
Bank with its branch  
Name and bank account No. through Which the payment was made:

5. R.C No. of the  
Dealer under the Andhra Pradesh Goods and Services Tax Act

I duly verify that all the facts and figures furnished above are correct.

Station :

Date :

(Proprietor/Partner/Managing Director/Director)

(Strike out whichever is not applicable)

**Annexures :**

4. Statement showing the details of turnover, Tax due, Tax paid ( through ITC and Cash paid , Reverse charge in separate columns) and date of Filing of 3B returns during the financial year (Tax period March to Feb)

**ANNEXURES**

- Production unit wise for which incentives granted
  - Production unit wise for which no incentives granted, if applicable
  - Trading (purchased and sold ), Consolidated ( MFG and Trading in AP)
  - SGST ITC utilized for payment of IGST due (in relation to the inter- state sales from the production units which are permitted for incentives.
5. Dealer wise sales details of the products manufactured in the incentivized units during the year with Turnover, SGST due on the sales (1<sup>st</sup> sales by incentive holder) along with the commodity dealt by the buyer and purpose (consumption or sales )
  6. Declaration by the taxpayer (incentive holder) stating that
    - the buyers from the incentive holder are generally not permitted for inter-state transactions of the commodity that is purchased from them.
    - In case if buyers from the incentive holder have effected inter-state sales (IGST) of the same commodity, accepting the restriction of the claim to the extent of SGST ITC is adjusted towards IGST payment

**Declaration:**

We hereby undertake that in order to assure that the claim of incentive will be confined to the amount of SGST accrued and retained by the State of A.P out of the sales by the products produced in the incentivized units located in the State of Andhra Pradesh. In order to ensure, the following precautions will be initiated.

- C. C.A. certification stating the details of the SGST ITC utilized for the payment of IGST due on the sales affected by us will be filed and also assure that the same will be reduced from the claim of incentive.
- D. We generally not permit the buyer to effect any inter-state sales of the products produced within the unit/s granted for avaiement of Incentives.
  - A letter or declaration from our buyers will be furnished in case the goods are purchased for their consumption and the total SGST relating to sales to them will be claimed without any restriction.
  - In respect of inter-state sales by the buyers who purchased from us

and adjusted the ITC of SGST against the liability of IGST, the same will be restricted from our claim.

- Any claim which is found that SGST adjusted against IGST liability is claimed involved in trading, double the amount of the same in addition to the SGST component may be restricted from our claim at any point of time.

Station:

Signature of Authorized Person

Date:

(Proprietor/Partner/Managing Director/Director)

(Strike out whichever is not applicable)

**CERTIFICATE**

It is certified that all the facts and figures furnished by the Enterprise is verified with the returns and found that the Net SGST Payable, SGST paid through ITC and SGST Net Cash paid for the year 20 - 20 are as under:

**A.**

Sl.No	Description	Gross SGST Payable in Rs.	SGST Paid through ITC in Rs.	SGST Net Cash Paid in Rs.	Remarks
(a)	(b)	(c)	(d)	(e)	(f)
1-A	SGST paid on Goods Produced in the units to which incentives granted and sold (other than paid under RCM)				Eligible for incentive

Place:

Date:

**ASSISTANT COMMISSIONER (ST)**

**(Concerned)**

**Official Seal**

**Note:** This application form, if photocopied must be exactly as per original & it must be both sides of the page.

### 16.34. Application for the Issuance of Date of Commencement Of Commercial Production (DCP)

Basic Details		
1	Enterprise Name	
2	Entrepreneur Name	
3	Enterprise Ownership	
4	Aadhar No	
5	PAN No	
6	GST Registration Number	
7	IEM Part I & II	
8	Type of Industry	
9	Sector	
10	Line of Activity	
11	Seasonal Operational Certificate	
Machinery Details		
1	Machinery Name	
2	Date of Purchase	
3	Date of Installation	
Location Details		
1	Location of the unit	
2	Mandal	
3	Address	
Cost Details		
1	Land Cost	
2	Building Cost	
3	Plant & Machinery Cost	
4	Total Cost	
Uploads		
1	First Power Bill	
2	Udyam/ IEM Part A/ Part B	
3	Name board image of the enterprise	
4	Power Release Certificate	
5	First Sale Bill	
6	GST Payment Bills	

## 16.35. Certificate for DCP

### **CERTIFICATE OF DATE OF COMMENCEMENT OF COMMERCIAL PRODUCTION**

This is to certify that the unit of M/s. **“Enters Unit Name”**, ADDRESS: \_\_\_\_\_, **“Entrepreneur Name”**, with IEM/UDYAM No **XXXXXXXXXXXX** has commenced commercial production on **DD/MM/YYYY**. The details submitted by the applicant found **CORRECT**.

#### **ENTERPRISE DETAILS**

Line of activity	
Type of industry	
Date of first sale bill	
Date of power release certificate	

The Certificate is valid w.e.f. the date of commencement of commercial production unless and until withdrawn.

Date :

Place :

## 16.36. Commercial Date of Operation (COD) Form for Clean Energy Projects

### Project Information

- **Project Name:** \_\_\_\_
- **Project Type:** ☐ Solar ☐ Wind ☐ Wind - SolarHybrid ☐ PSP ☐ Bio-fuels ☐ Other: \_\_\_\_
- **Project Location:** \_\_\_\_
- **Installed Capacity:**
  - Solar: **MW<sub>p</sub> (DC)** / MW (AC)
  - Wind: \_\_\_\_ MW
  - Hybrid: **MW (Solar) +** MW (Wind)
  - PSP: \_\_\_\_ MW
  - Bio-fuels: \_\_\_\_ MW
- **Developer Name:** \_\_\_\_
- **Contact Information:**
  - Address: \_\_\_\_
  - Phone: \_\_\_\_
  - Email: \_\_\_\_

### Technical Details

- **Grid Connection Point:** \_\_\_\_
- **Voltage Level:** \_\_\_\_
- **Transmission/Distribution Licensee:** \_\_\_\_
- **Energy Storage Capacity (if applicable):** \_\_\_\_
- **Technology Provider:** \_\_\_\_
- **EPC Contractor:** \_\_\_\_
- **Operation & Maintenance Contractor:** \_\_\_\_

### Key Dates

- **Project Start Date:** \_\_\_\_
- **Construction Completion Date:** \_\_\_\_
- **Commissioning Date:** \_\_\_\_
- **Commercial Operation Date (COD):** \_\_\_\_

### Performance Metrics

- **Expected Annual Generation:** MWh
- **Capacity Utilization Factor (CUF):** %
- **Efficiency:** %
- **Expected Lifetime:** \_\_\_\_ years

### Financial Information

- **Total Project Cost:** \_\_\_\_ INR
- **Funding Sources:** \_\_\_\_

- **Tariff Rate:** \_ INR/kWh
- **Power Purchase Agreement (PPA):** ☐ Yes ☐ No
  - PPA Details: \_

**Additional Information**

- **Remarks:** \_
- **Attachments:** ☐ Site Layout ☐ Single Line Diagram ☐ Commissioning Report ☐  
Other: \_\_\_\_

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**Declaration**

I hereby declare that the information provided above is true and correct to the best of my knowledge and belief.

**K.VIJAYANAND**

**SPECIAL CHIEF SECRETARY TO GOVERNMENT (FAC)**