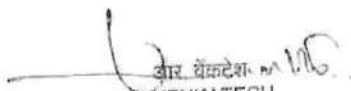



Usage of remaining 63 MW power from aforesaid NTPC Solar PV Station of 90 MW at Devikot Village, Jaisalmer- Rajasthan.



F. AND WHEREAS parties agree that remaining 70% of 90 MW i.e. 63 MW of Solar PV Power from NTPC 90 MW Solar PV Station at Devikot Village, Distt: Jaisalmer, Rajasthan shall also be allocated to Telangana Discoms making 100% allocation i.e. full 90 MW to Telangana

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL AGREEMENTS, COVENANTS AND CONDITIONS SET FORTH HEREIN; IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Article	Existing Provision	Revised Provision
2.1.	The Installed capacity of the Station is proposed to be 90 MW and 27 MW shall be the Contracted Capacity (i.e. 30 %) with Power User.	The Installed capacity of the Station is 90 MW and full capacity of the Station i.e. 90 MW shall be the Contracted Capacity (i.e. 100 %) with Power User.
2.2	Scheduled Date of Commencement for Supply of Power shall be 17 Months from signing of this agreement i.e 12.08.2021.	Scheduled Date of Commencement for Supply of Power from 90 MW solar PV station shall be 19 th Feb 2022.
3.5	In case Power User fails to acquire and operationalise LTA till Scheduled Date of Commencement of Supply, deemed generation for the shortfall units with respect to 19% CUF of declared capacity shall be paid @ Rs 2.86 per kWh, till grant and operationalisation of LTA to the Power User by CTU/STU as applicable.	In case Power User fails to acquire and operationalise LTA till Scheduled Date of Commencement of Supply, deemed generation for the shortfall units with respect to 19% CUF of declared capacity for 90 MW capacity shall be paid @ Rs 2.74 per kWh, till grant and operationalisation of LTA to the Power User by CTU/STU as applicable. However, in case of delay in execution of evacuation


H. VENKATESH
 अपर महाप्रबंधक (वाणिज्यिक)
 Addl. General Manager (Commercial)
 एन टी पी सी लिमिटेड, इ वी एम, कावाडीगुडा, सिकंदराबाद-50.
 NTPC Limited, SRHO, Kavadi-guda, Secunderabad-50.


 Chief General Manager
 TSSPDCL, Commercial Office,
 Mint Compound, Hyderabad-500003



 4

		system beyond SCD and if such delay is beyond the control of Telangana, NTPC has agreed that the above compensation shall not be insisted till operationalisation of LTA. However, NTPC shall have right to extend CoD of NTPC solar PV Station till availability of Transmission System for evacuation of power from the station without any liability on NTPC. Parties further agree that in case if full capacity /part capacity of transmission system is made available on any earlier date and NTPC station is also ready to transfer power, parties shall approach CTU for early operationalisation of LTA and Telangana Discom shall arrange for Usage of such power.
3.7	The maximum Annual CUF against the contracted capacity (i.e. 27MW) is 27.02% (63.95 MU on Annual Basis) provisionally for the first year, subject to revision after one year of operation. The excess generation above the maximum Annual CUF shall be transferred to Power User at 75% of the applicable Power Usage Charges.	The maximum Annual CUF against the contracted capacity (i.e. 90 MW) is 27.02% (213.17 MU on Annual Basis) provisionally for the first year, subject to revision after one year of operation. The excess generation above the maximum Annual CUF shall be transferred to Power User at 75% of the applicable Power Usage Charges
3.8	After accounting for Deemed Generation as in Clause 3.6 above if NTPC is unable to supply minimum 44.97 MU on Annual basis (i.e. 19% Annual CUF), for the deficit amount,	After accounting for Deemed Generation as in Clause 3.6 above if NTPC is unable to supply minimum 149.90 MU from 90 MW station on Annual basis (i.e. 19% Annual CUF),



R. VENKATESH
 अपर महाप्रबंधक (वाणिज्यिक)
 Adtl. General Manager (Commercial)
 एन टी सी लिमिटेड, ए डी यू, कवाडीगुडा, तिकंदलबाद-50
 NTPC Limited SPNO, Kavadiguda Secunderabad-50




Chairman/IPC & RAC
 तेलंगणा विद्युत निगम लि.
 एन टी सी लिमिटेड, ए डी यू, कवाडीगुडा, तिकंदलबाद-50
 NTPC Limited SPNO, Kavadiguda Secunderabad-50



	NTPC shall pay 25% of the applicable Power Usage Charges as to make good the cost of RPO obligations to the Telangana State Discoms.	for the deficit amount, NTPC shall pay 25% of the applicable Power Usage Charges as to make good the cost of RPO obligations to the Telangana State Discoms.
6.1	The Usage Charges for entire power supplied from Solar PV Station shall be payable by Power User @ Rs 2.86 /kWh. The Usage Charges for contracted capacity shall be payable from the date of commissioning of the project or the part capacity as the case may be.	The Usage Charges for the contracted capacity i.e. 90 MW shall be as per the Schedule 1. The Usage Charges for the contracted power i.e. 90 MW supplied from the Solar PV Station shall be payable by the Power User @ Rs 2.74/kWh. The Usage Charges for the full 90 MW contracted capacity shall be payable from the date of commissioning of the project or the part capacity as the case may be.

Except the aforesaid amendments, the Parties acknowledge and confirm that all other terms and conditions contained in the Power Usages Agreement dated 13.03.2020 shall continue to apply as before. IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed through their duly authorized representatives as of the date and place set forth above


For and on behalf of NTPC Ltd

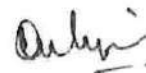


Name and Designation

आर. वेंकटेश
R. VENKATESH
अपर महाप्रबंधक (वाणिज्यिक)
Addl. General Manager (Commercial)
एन टी पी सी लिमिटेड, द से मु, कवाडीगुडा, सिकंदराबाद-५००००३
NTPC Limited, SRHQ, Kavadiguda, Secunderabad-500003

Witness

(1)  K. Hema
SE/ IPE / TSPCC

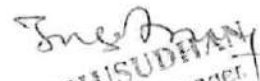
(2)  Kalyani Kemidi
DGM (Comm.)
SRHQ, NTPC Ltd.

For and on behalf of Power User




Name and Designation


Chief General Manager, IPC & WAC
TSSPDCL, Co., 4, 2nd Floor,
Mint Compound, Hyderabad-500003


T. MADHUSUDHAN
Chief General Manager,
IPC & WAC, TSSPDCL,
Warangal.

SCHEDULE -I

Project	PPA dated 13th March 20		Additional Capacity offered		Final Tariff for full 90 MW capacity	
capacity	27	MW	63	MW	90	MW
CUF	27.02	%	27.02	%	27.02	%
Generation	63.95	MU/year	149.22	MU/year	213.17	MU/year
Tariff	2.86	Rs/kWh	2.69	Rs/kWh	2.74	Rs/kWh


 आर वेंकटेश
 R VENKATESH
 अवर महाप्रबंधक (वाणिज्यिक)
 Addl. General Manager (Commercial)
 टी पी सी लिमिटेड, द ई मु, कावठगुडा, सिकंदराबाद-50.
 T P S Limited, SRHQ, Kavathguda, Secunderabad-50


 Addl. General Manager/IPC & RAC
 TSPDCL, Corporate Office,
 Main Compound, Hyderabad-500 063.



SUPPLEMENTARY POWER USAGE AGREEMENT

(AMENDMENT NO. 1)

FOR

POWER USAGE AGREEMENT

BETWEEN

NTPC LIMITED

AND

Southern Power Distribution Company of Telangana Limited

&

Northern Power Distribution Company of Telangana Limited


For


Supply of 300 MW Solar Power

From

NTPC SOLAR PV STATION OF 300 MW

at ShambukiBurj, Bikaner, Rajasthan


H. VENKATESH
अवर महाप्रबन्धक (वाणिज्यिक)
अवर महाप्रबन्धक (Commercial)
एन.टी.पी.सी. लि., ६४६, एन.टी.पी.सी. बिल्डिंग, मिनट
कॉम्प्लेक्स, ५४०००६, कावेरी, जयपुर


Chief General Manager (NDC & RAC)
TSSPDCL Warangal Office,
Mint Complex, Warangal-500 063.





S.No. 114
 Date 24-11-2020
 Rs. 100/-
 Sold to R. Venkatesh
 S/o. D/o. W/o. Komarajiah
 For Whom NTPC Ltd. R/O Secbad

AA 874756
Shyamala

P. SHYAMALA
 LICENCED STAMP VENDOR
 L.No 15-16-002/2020
 H.No: 10-40, Prem Vijay Nagar Colony
 New Mirzapada, M.M. Dist,
 Telangana, Pin: 506001

This Supplemental Agreement to the Power Usage Agreement signed between Southern Power Distribution Company of Telangana Limited & Northern Power Distribution Company of Telangana Limited having effective date of 13/03/2020 is signed on 30/12/2020 at Hyderabad.

Between

NTPC Limited, a Company incorporated under the companies Act, 1956 having its registered office at NTPC Bhawan, Core 7, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi -110003 (hereinafter called 'NTPC') which expression shall unless repugnant to the context or meaning thereof include its successors and assigns as party of the first part;

And

Southern Power Distribution Company of Telangana Limited & Northern Power Distribution Company of Telangana Limited Companies incorporated under the Companies Act, 1956 or Companies Act, 2013 as the case may be or a Government Entity, having its Head Office at Hyderabad & Warangal (hereinafter collectively referred as 'Power User' or TSDISCOMs) which

R Venkatesh
 R VENKATESH
 भारत महाप्रबंधक (व्यावसायिक)
 Chief General Manager (Commercial)
 Southern Power Distribution Company Limited
 Secbad, Warangal

[Signature]
 Chief Commercial Officer
 NTPC Limited
 Secbad, New Delhi

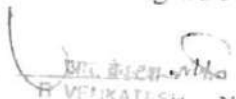



expression shall unless repugnant to the context or meaning thereof include its successors and Permitted Assigns as party of the second part.

Each of the parties of the first and second above is individually referred to as a "Party" and collectively as the "Parties".

WHEREAS:

- A. NTPC is a power Generating Company defined under Section 2(28) of the Electricity Act, 2003 and is a Govt. of India Enterprise and TSDISCOMs, the Power User is an entity owned and controlled by Government of Telangana
- B. NTPC is setting up 300 MW Solar PV Power Station named as NTPC 300 MW ShambukiBurj Solar PV Station at Shambu ki Burj, Bikaner, Rajasthan (herein after referred to as 'Solar PV Station' and generally referred to as 'Station').
- C. The Power User, TSDISCOMs are desirous of using power produced from this Solar PV Station and NTPC is willing to offer solar power from the aforesaid solar PV Station of NTPC solely for end use of power in compliance to WTO regulations from this Solar PV Project to Power User on mutually agreed terms and conditions mentioned hereunder as per Guidelines "Central Public Sector Undertaking (CPSU) Scheme Phase-II (Government Producer Scheme) for setting up 12,000 MW grid-connected Solar Photovoltaic (PV) Power Projects by the Government Producers with Viability Gap Funding (VGF) support for self-use or use by Government/Government entities, either directly or through Distribution Companies (DISCOMS)" issued by the Ministry of New & Renewable Energy vide No. 302/4/2017-GRID SOLAR dated 05.03.2019 including subsequent amendments and clarifications thereof, henceforth shall be called "CPSU Scheme"
- D. AND WHEREAS NTPC has signed Power Usage Agreement with Southern Power Distribution Company of Telangana Limited & Northern Power Distribution Company of Telangana Limited on 13/03/2020 for supply of 300 MW from NTPC SOLAR PV STATION Of 300 MW at ShambukiBurj, Bikaner - Rajasthan.
- E. AND WHEREAS vide its letter dated 19th Dec 2020, Telangana State power Coordination committee has conveyed its request to modify the provision 3.5 of the signed PUA.


V. VENKATESH
General Manager (Operations)
TSDISCOMs
Hyderabad



Chief General Manager/IPC & RAC
TSDISCOMs
Hyderabad-500063




F. AND WHEREAS parties agree to modify Provision 3.5 of the already signed PUA.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL AGREEMENTS, COVENANTS AND CONDITIONS SET FORTH HEREIN; IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Article	Existing Provision	Revised Provision
2.2	Scheduled Date of Commencement for Supply of Power shall be 17 Months from signing of this agreement i.e.12.08.2021	Scheduled Date of Commencement for Supply of Power shall be 27.04.2022
3.5	In case Power User fails to acquire and operationalize LTA till Scheduled Date of Commencement of Supply, deemed generation for the shortfall units with respect to 19% CUF of declared capacity shall be paid @ Rs 2.86 per kWh, till grant and operationalization of LTA to the Power User by CTU/STU as applicable.	In case Power User fails to acquire and operationalise LTA till Scheduled Date of Commencement of Supply, deemed generation for the shortfall units with respect to 19% CUF of declared capacity shall be paid @ Rs 2.86 per kWh, till grant and operationalisation of LTA to the Power User by CTU/STU as applicable. However, in case of delay in execution of evacuation system beyond SCD and if such delay is beyond the control of Telangana, NTPC has agreed that the above compensation shall not be insisted till operationalisation of LTA. However, NTPC shall have right to extend CoD of NTPC solar PV Station till availability of Transmission System for evacuation of power from the station without


 R. VENKATESH
 अपर महाप्रबंधक (वाणिज्यिक)
 Adnl. General Manager (Commercial)
 एन टी सी लिमिटेड, इलेक्ट्रो, कर्नाटगुडा, सिकंदराबाद-50
 N.T.C. Limited, SRHQ, Karnatguda, Secunderabad-50


 Chief General Manager/IPC & RA
 150, 100, Corporate Office
 Mint Compound, Hyderabad-500063



any liability on NTPC. Parties further agree that in case if full capacity part capacity of transmission system is made available on any earlier date and NTPC station is also ready to transfer power, parties shall approach CTU for early operationalisation of LTA and Telangana Discom shall arrange for Usage of such power.


Except the aforesaid amendments, the Parties acknowledge and confirm that all other terms and conditions contained in the Power Usages Agreement dated 13/03/2020 shall continue to apply as before. IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed through their duly authorized representatives as of the date and place set forth above

For and on behalf of NTPC Ltd

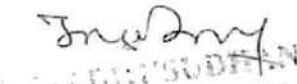


Name and Designation
आर वेंकटेश
R. VENKATESH
अन्य महाप्रबंधक (वाणिज्यिक)
Addl. General Manager (Commercial)
एनपीसी लिमिटेड, ए.के.एम. कम्पाउंड, हैदराबाद-५०० ०६३
Addl. SRHQ, Karataguda, Secunderabad.

For and on behalf of Power User




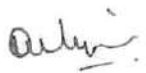
Chief General Manager/IPC & RAC
TSNPDCL, Warangal Office,
Mint Compound, Hyderabad-500 063.



Chief General Manager
IPC & RAC TSNPDCL,
Warangal.

Witness

(1) 
Sd/-/ZPC/-19/02

(2) 
Kalyani Kimidi
DGM (Comm.)
SRHQ, NTPC Ltd.

SUPPLEMENTARY POWER USAGE AGREEMENT

(AMENDMENT NO. 1)

FOR

POWER USAGE AGREEMENT

BETWEEN

NTPC LIMITED

AND

Southern Power Distribution Company of Telangana Limited

&

Northern Power Distribution Company of Telangana Limited

For

Supply of 296 MW Solar Power

From

NTPC SOLAR PV STATION OF 296 MW

at Fatehgarh, Jaisalmer, Rajasthan



సీఎం డైరెక్టర్
R. D. LAKSHMI
అధికారి (వ్యాపారం)
జనరల్ మేనేజర్ (Commercials)
నెట్ వర్క్ డివిజన్, డి.ఎం. కార్యాలయం, సికింద్రాబాద్
NTPC Limited, SFHQ, Kasimabad, Secunderabad-500004



జనరల్ మేనేజర్/డి.ఎం. కార్యాలయం
నెట్ వర్క్ డివిజన్, డి.ఎం. కార్యాలయం, సికింద్రాబాద్
NTPC Limited, SFHQ, Kasimabad, Secunderabad-500004

