



తెలంగాణ తేలంగానా TELANGANA
S.No. 1252 Date 24/12/2020

AE 248057
CH. ARUNA

Sold to R VENKATESH, 5/o. KOMARAI AH,

LICENSED STAMP VENDOR, LIC No. 15-10-039/18
H.No. 1-58/20, Flat No. G-4, Vamshi Residency
Sai, Nagar Colony, Madeenaguda, R.R. Dist,
Ph: 9948040896

FOR WHOM: NTPC Ltd, Hyderabad

This Supplemental Agreement to the Power Usage Agreement signed between NTPC Ltd and 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
అధ్యక్షుడు (వాణిజ్యం)
Additional General Manager (Commercial)
NTPC Limited SRHO Kavanaguda, Secunderabad

Ch. Aruna



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 296 MW Solar PV Power Station named as NTPC 296 MW Fatehgarh Solar PV Station at Jaisalmer, 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 296 MW from NTPC SOLAR PV STATION OF 296 MW at Fatehgarh, Jaisalmer - 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.

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R. VENKATACHARI
General Manager (Commercial)
NTPC Ltd., Hyderabad

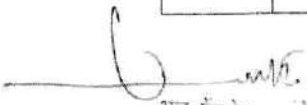
[Handwritten signature]
General Manager / DC & RAC
NTPC Ltd., Hyderabad



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


अर वेंकटेश
R. VENKATESH
अपर महाप्रबन्धक (वाणिज्यिक)
Addl. General Manager (Commercial)
एन टी पी सी लिमिटेड, द से मु, कवाडीगुडा, सिक्ंदराबाद-50
NTPC Limited, SRHQ, Kavadi guda, Secunderabad-50







	<p>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.</p>
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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

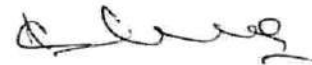
For and on behalf of NTPC Ltd




Name and Designation

ఆర్ వెంకటేశ్
R. VENKATESH
అప్ర మహాప్రबंधక (योगిజ్యక)
Addl. General Manager (Commercial)
పీ టి సీ లిమిటెడ్, డి.బి.సి. కవాడీగుడ, సికందరాబాద్-50
NTPC Limited SRHD Kavadiguda Secunderabad-50


For and on behalf of Power User

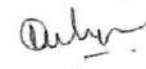


Name and Designation


J. MADHUSUDHAN
Chief General Manager
IPC & RAC TSNPDCL
Warangal.

Witness

(1) 
K. Hema
SE/2PC/7SPCC

(2) 
Kalyani Kimidi
DGM (Comm.)
SRHA, 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 250 MW Solar Power

From

NTPC SOLAR PV STATION OF 250 MW

at Kolayat, Bikaner Rajasthan



अरु वेकटेश
R. VENKATESH
अपर महाप्रबन्धक (वाणिज्यिक)
Addl. General Manager (Commercial)
ए.पी.सी.डी. लि. लिटेड, द.से.मु., कवाडीगुडा, सिकंदराबाद-५०००८०
NTPC Limited, SPHQ, Kawadiguda, Secunderabad-500080



Chief General Manager/IPC & RAC
TSNPDCL, Corporate Office,
M. H. Compound, Hyderabad-500 063





తెలంగాణ తేలంగానా TELANGANA
S.No. 1793 Date 24/12/2020

AE 248073
CH. ARUNA

Sold to R/VENKATESH, S/o. KOMARAIHAH,

LICENSED STAMP VENDOR, LIC No. 15-10-039/18
H.No. 1-58/20, Flat No. G-4, Vamshi Residency
Sai, Nagar Colony, Madeenaguda, R.R. Dist,
Ph: 9948040896

FOR WHOM: NTPC Ltd, Hyderabad

This Supplemental Agreement to the Power Usage Agreement signed between NTPC Ltd and Southern Power Distribution Company of Telangana Limited & Northern Power Distribution Company of Telangana Limited having effective date of 30/12/2019 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 expression shall unless repugnant to the context or meaning thereof include its successors and Permitted Assigns as party of the second part.

R. VENKATESH

అధికారి (సీని మేనేజర్)

General Manager (Senior)

సీని మేనేజర్, డి.కె.సి. కవచిగూడ, సెకండరీ

SRM, Kavachiguda, Secunderabad



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 250 MW Solar PV Power Station named as NTPC 250 MW, Kolayat Solar PV Station at Kolayat, 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 30/12/2019 for supply of 250 MW from NTPC SOLAR PV STATION Of 250 MW at Kolayat- 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.

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

(R Venkatesh)
R VENKATESH
अपर महासंचालक (व्यापारिक)
अपर General Manager (Commercial)
न.प.व.सो.वि.सि.सं., दक्षिण, कलैयात, राजस्थान
NTPC (2017-18) 554/2

(Signature)
Regional Manager/IPC & RAC



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 21 Months from signing of this agreement i.e.29.09.2021.	Scheduled Date of Commencement for Supply of Power shall be 28.02.2022
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 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

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 आर. वेकटेश
 R. VENKATESH
 अपर मैनेजर (वणिज्यक)
 Addl. General Manager (Commercial)
 एन टी सी लिमिटेड, ए. वी. रोड, कावाडीगुडा, त्रिंशदराजपुरम
 NTPC Limited, SRHO, Kovadiguda, Secunderabad-50

Chief General Manager
 TSSPDCL



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 30/12/2019 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 (व्यावसायिक)
Addl. General Manager (Commercial)
एन टी पी सी लिमिटेड, द से मु. कवाड्युडा, सिकंदराबाद-50
NTPC Limited, SRHQ, Kavadyuda, Secunderabad-50

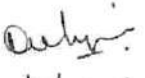
For and on behalf of Power User




Name and Designation
Chief General Manager/IPC & RAC
TSSPDCL, Corporate Office,
Mint Compound, Hyderabad-500 063

Witness

(1) 
K. Hemu
SE/IPC/TSPCL

(2) 
Kalyani Limidi
DGM (Commercial)
SRHQ, NTPC Ltd.


T. MADHUSUDHAN
Chief General Manager
IPC & RAC TSNPDCL,
Warangal.

**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 150 MW Solar Power

From

NTPC SOLAR PV STATION OF 150 MW

at Devikoot, Jaisalmer, Rajasthan

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आर. वेकटेश
R. VENKATESH
अपर महाप्रबंधक (वाणिज्यिक)
Addl. General Manager (Commercial)
एन टी सी लिमिटेड, द से. यू. क्वार्टर, सिकंदराबाद-५०
NTPC Limited SRMG, Kvarquta, Secunderabad-50

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अपर महाप्रबंधक (वाणिज्यिक)
NTPC Limited, Secunderabad-50

