



**NORTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED**

Corporate Office, # 2-5-31/2, Vidyut Bhavan, Nakkalagutta, Hanamkonda, Warangal – 506 001

**From**

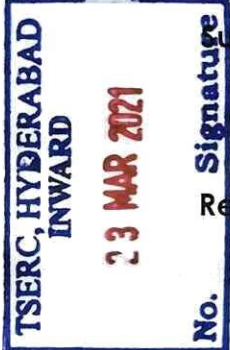
Chief General Manager,  
IPC & RAC,  
TSNPDCL, Warangal.

**To**

✓ The Secretary TSERC  
# 11-4-660, 5<sup>th</sup> Floor,  
Singarani Bhavan, Red Hills,  
Hyderabad – 500 004.

**Lr.No.CGM(IPC&RAC)/GM(IPC&RAC)/DE/ADE(IPC)/F.6MW/D.No.680/20,Dt.12.03.2021**

Sir,



**Sub:-**TSNPDCL/IPC Wing – M/s. Gayatri Sugars Limited, 6 MW Bagasse co-generation plant at Adloor Yellareddy (V), Kamareddy Dist – Draft Amendment to PP&WA entered for extension of PPA for 5 years period from 23.05.2021 to 22.05.2026 - Submitted for consent - Reg.

**Ref:-** 1). Power Purchase & Wheeling Agreement dated.17.01.2000 & its amendments.  
2). M/s. Gayatri Sugars Limited letter dated 18.12.2020.  
3). Lr.No.ED(Comml)/SE(IPC)/DE-2/RE/F.11Bagasse/D.No.281/20-21,dt.03.02.2021.

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It is to submit that, erstwhile APTRANSCO entered Power Purchase and Wheeling Agreement (PP&WA) dated 17.01.2000 with M/s. NCS Gayatri Sugars Limited (Presently M/s. Gayatri Sugars Limited) for sale of power from 6 MW Bagasse based co-generation plant. Under third transfer scheme, the PP&WA has been transferred to TSNPDCL. The plant achieved its COD on 23.05.2001. The tenure of the Agreement period being 20 years from the date of COD, the PPA is to be expired on 22.05.2021.

It is to submit that, the Article 9 of the agreement, the agreement may be renewed for such further period of time and on such terms and conditions as may be mutually agreed upon by the parties, 90 days prior to the expiry of the period of twenty years.

As per the Article 9 of the PP&WA, the developer has offered to supply power @ Rs.3.14 per unit (KWH) without escalation for further period of 5 years i.e., from 23.05.2021 to 22.05.2026 vide their letter dated.18.12.2020.

TSPCC has considered and approved for extension of Agreement period for 5 years at a tariff of Rs.3.14 per KWH (all Inclusive of taxes and duties) subject to obtain the consent of TSERC.

In view of the above, Draft Amendment to PP&WA entered with the developer for extension for 5 years period from 23.05.2021 to 22.05.2026 at a tariff of Rs.3.14 per KWH without escalation (all Inclusive of taxes and duties) and the same is herewith submitted for consent of amendment Draft PPA by the Hon'ble Commission.

**Encl:** Signed draft amendment  
to PP&WA.

Yours faithfully,

  
**CHIEF GENERAL MANAGER**  
IPC & RAC/TSNPDCL/WGL



Draft Amendment

**3<sup>rd</sup> Amendment dated 09.03.2021 entered between M/s. Gayatri Sugars Limited and TSNPDCL to the Power Purchase & Wheeling Agreement dated 17.01.2000, Amendment dated 22.12.2000 between M/s. NCS Gayatri Sugars Limited and APTRANSCO and Amendment dated 08.11.2017 between M/s. Gayatri Sugars Limited and TSNPDCL.**

1. Whereas M/s. Transmission Corporation of Andhra Pradesh Limited (APTRANSCO) has entered Power Purchase & Wheeling Agreement with M/s. NCS Gayatri Sugars Limited on 17.01.2000 and it was amended on 22.12.2000 and also amended on 08.11.2017 between M/s. Gayatri Sugars Limited and TSNPDCL in respect of **6 MW** Bagasse based Co-generation plant in Nizamabad District (Now Kamareddy District). COD was declared on 23.05.2001 and this agreement is valid as per article 9 of PPA up to 22.05.2021.

2. Where in accordance with the Article 9 of the agreement, the agreement may be renewed for such further period of time and on such terms and conditions as may be mutually agreed upon by the parties, 90 days prior to the expiry of the period of twenty years.

3. Whereas M/s. Gayatri Sugars Limited vide letter dated 18.12.2020 has offered to supply power @ Rs.3.14 per unit (fixed price without escalation) for a period of 5 years i.e., from 23.05.2021 to 22.05.2026 and requested for extension of PPA.

4. Whereas the TSPCC has considered and approved for extension of Agreement period for 5 years at a tariff of Rs.3.14 per KWH (all Inclusive of taxes and duties)

5. Whereas amendment PPA is hereby entered extending the Agreement period for further 5 years w.e.f. 23.05.2021 to 22.05.2026 at a tariff of Rs.3.14 per KWH (all Inclusive of taxes and duties)



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6. The amendments to the articles 2.15, 4.1 & 9 of the agreement are incorporated in the APPENDIX.
7. Now this amendment agreement is entered for purchase of power at the tariff @ Rs.3.14 per unit without escalation (Inclusive all taxes & duties etc.) for the period of 5 years from 23.05.2021 to 22.05.2026.
8. The Agreement including this amendment is enforceable subject to obtaining the consent of Telangana State Electricity Regulatory Commission under section 21 of A.P. Electricity Reforms Act'1998.
9. Other matters in the Power Purchase & Wheeling Agreement Dated.17.01.2000 and Amendment dated 22.12.2000 and Amendment dated.08.11.2017 remain unaltered.

  
09/03/2021

For and behalf of  
Northern Power Distribution Company  
of Telangana Limited  
**Chief General Manager**  
IPC & RAC TSNPDCL  
WARANGAL

**WITNESS**

1.   
9/3/2021  
**General Manager**  
IPC & RAC, TSNPDCL  
Warangal.

By:

2.   
9/3/2021  
**Divisional Engineer/IPC**  
TSNPDCL/WARANGAL.

Its:

**For GAYATRI SUGARS LIMITED**

  
**Authorised Signatory**

For and behalf of  
M/s. Gayatri Sugars Limited

**WITNESS**

1. 

By:

2.

Its:



APPENDIX

Sl. No	Article No.	Existing	Amendment (New)
1.	2.15	Where in any billing month, the Delivery Energy is less than the energy supplied by the TSNPDCL to the company, the difference being excess energy supplied by the TSNPDCL, shall be billed by the TSNPDCL, and the company shall pay the TSNPDCL for such electricity supplies, at the TSNPDCLs then effective tariff applicable to High Tension Category-I Consumers. For this purpose, the maximum demand specified in such tariff shall be computed by dividing the amount of such excess energy supplied by the TSNPDCL by the total hours in the Billing month.	Where in any billing month, the energy supplied by the TSNPDCL to the company, shall be billed by the TSNPDCL, and the company shall pay the TSNPDCL for such electricity supplies, at the TSNPDCLs then-effective tariff applicable to High Tension Category-I Consumers. For this purpose, the maximum demand specified in such TSNPDCL's Tariff shall be computed by dividing the amount of such energy supplied by the TSNPDCL by the total hours in the Billing month.
2.	4.1	<p>Subject to the provisions of this agreement, TSNPDCL shall purchase the Energy delivered by the Company for sale to TSNPDCL, from and after the date of commercial operation of the project.</p> <p>The Company shall be paid the tariff for the Energy delivered at the interconnection point for sale to TSNPDCL at Rs.2.25 paise per unit with escalation at 5% per annum (with 1997-98 as base year and to be revised on 1<sup>st</sup> April of every year upto 2000 AD) as per G.O.Ms.No. 93, Energy (RES) Department dated 18.11.97 from date of commercial operation of the project. This purchase price is available upto 17<sup>th</sup> November, 2000 only as per G.O.Ms.No. 93, Energy (RES) Department dated 18.11.97 read with G.O.Ms.No.112 Energy (RES) Department dated 22.12.98. From 18.11.2000 this purchase price will be as per the orders of APERC. The price is to be paid in rupees only.</p>	<p>Subject to the provisions of this agreement, TSNPDCL shall purchase the Energy delivered by the Company for sale to TSNPDCL.</p> <p>The Company shall be paid the tariff for the Energy delivered at the interconnection point for sale to TSNPDCL at Rs.3.14 per unit without any escalation (Inclusive all taxes &amp; duties etc.) for the period of 5 years from 23.05.2021 to 22.05.2026. Any other additional claims for payment of MAT/IT etc., would not be paid. The energy delivered shall be eligible for meeting the RPPO by TSNPDCL</p>

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Sl. No	Article No.	Existing	Amendment (New)
3.	9	This Agreement shall be effective upon its execution and delivery thereof between parties hereto and shall continue in force from the schedule date of completion and until the twentieth (20 <sup>th</sup> ) anniversary that is for a period of twenty years from the Schedule Date of Completion, and this Agreement may be renewed for such further period of time and on such terms and conditions as may be mutually agreed upon by the parties, 90 days prior to the expiry of the said period of twenty years subject to the approval of APERC for further renewal/extension.	This Agreement shall be effective upon its execution and delivery thereof between parties hereto and shall continue in force further period of 5 years from 23.05.2021 to 22.05.2026 and this Agreement may be renewed for such further period of time and on such terms and conditions as may be mutually agreed upon by the parties, 90 days prior to the expiry of the said period subject to the approval of TSERC for further renewal/extension.

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