BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
SOUTHERN ZONE, CHENNAI

O.A. NO. 199 of 2021 (SZ)

IN THE MATTER OF:

Sri. Shankar Narayanan Bala Krishnan,
Telangana and Ors ...Applicant(s)

Versus

State of Telangana and Ors
...Respondents(s)

INDEX

Place: Hyderabad

Date: 12.06.2025

COUNSEL FOR 6th RESPONDENT

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And Ors

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REPORT FILED ON BEHALF OF RESPONDENT NO.6

I, R V Karnan, IAS, S/o Veeraragavan Rajagopalan, aged about 40 years, Occ: Commissioner, Greater Hyderabad Municipal Corporation, R/o. Hyderabad, do hereby solemnly swear and state on oath as follows:

1. It is respectfully submitted that, I am working as Commissioner of Greater Hyderabad Municipal Corporation (GHMC), Hyderabad. As such, I am well acquainted with the facts of the case. Further, I am deposing this report based on the records available with the Respondent Corporation and in response to the orders of the Hon'ble Tribunal dated 21.04.2025.

2. I respectfully submit that I am placing on record the details of all the earlier status reports filed by the 6th Respondent before the Hon'ble

Commissioner
Greater Hyderabad Municipal Corporation

National Green Tribunal, Southern Zone, Chennai and crave leave to treat the same as part and parcel of this Report.

i. Report filed by the 6th Respondent, dated 07.10.2021
ii. Report filed by the 6th Respondent, dated 07.12.2021
iii. Report filed by the 6th Respondent, dated 05.03.2022
iv. Report filed by the 6th Respondent, dated 29.03.2022
v. Additional Report filed by the 6th Respondent, dated 25.08.2022
vi. Reply memo filed by the 6th Respondent, dated 25.08.2022
vii. Status report filed by the 6th Respondent, dated 23.11.2022
viii. Report filed by the 6th Respondent, dated 17.12.2022
ix. Report filed by the 6th Respondent, dated 08.03.2023
x. Report filed by the 6th Respondent, dated 04.08.2023
xi. Report filed by the 6th Respondent, dated 21.11.2023
xii. Report filed by the 6th Respondent, dated 18.04.2024
xiii. Report filed by the 6th Respondent, dated 12.07.2024
xiv. Report filed by the 6th Respondent, dated 28.01.2025

3. It is respectfully submitted that, in compliance to the orders dated 21.04.2025 of this tribunal directing GHMC for filing a report on the 24 MW capacity (phase-II) Waste to Energy (WtE) project which is about to commence in Jawaharnagar, it is submitted that:

   i. Power Purchase Agreement (PPA) for the 24 MW capacity WtE plant is entered between the Operator of the plant i.e., M/s Hyderabad MSW Energy Solutions Private Ltd and Southern Power Distribution Company of Telangana Limited on 12.05.2025 (copy enclosed as Annexure I). Approval of the

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Greater Hyderabad Municipal Corporation

PPA by Telangana Electricity Regulatory Commission is awaited.

ii. Hydro Testing of the Boiler is completed. The Boilers Department of Government of Telangana has accorded necessary permission on 29.05.2025 to utilize the two boilers of the WtE plant (copy enclosed as Annexure II).

iii. Steam blow out test are scheduled to be conducted in the 3rd week of July'2025.

iv. The WtE Plant is expected to commence operations by the 1st week of August'2025.

4. It is respectfully submitted that, in addition to the Waste to Energy plants commissioned at Jawaharnagar (24 MW) and Dundigal (14.5 MW), GHMC is committed to realization of two other Waste to Energy plants proposed earlier at Yacharam & Bibinagar. Agreement was entered with M/s Sri Venkateshwara Green Power Projects Limited (SVGPPL) on 10.11.2010 for establishing a 12MW capacity Waste to Energy plant at Yacharam which is to the South Eastern side of the city. The Project could not materialize in view of certain administrative and technical reasons. However, on 09.06.2025, GHMC has addressed a letter to the Chief Engineer/IPC, Southern Power Distribution Company of Telangana Ltd (TGSPDCL) communicating GHMC's No Objection for enhancing the capacity of the proposed Waste to Energy Plant to be established by SVGPPL to 14 MW from earlier envisaged 12

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MW and for execution of Power Purchase Agreement between SVGPPL and TGSPDCL (copy enclosed as Annexure III). The Plant is expected to commission by December 2026. GHMC is also examining the request and proposals received for revising the 11 MW capacity Waste to Energy plant at Bibi Nagar which could not commission after the trial run in 2017-18 due to liquidity crisis faced by its promoter IL&FS.

Submission:

For the aforementioned facts and circumstances, it is therefore prayed that this Hon'ble Tribunal may be pleased to dispose of OA No. 199 of 2021 and pass such other order or orders as this Hon'ble Tribunal deems fit and proper in the circumstances of the case and thereby render Justice.

Sworn and signed on this the

12th day of June, 2025 at Hyderabad

RESPONDENT 6
Commissioner
Greater Hyderabad Municipal Corporation

VERIFICATION

I, R V Karnan, IAS, S/o Veeraragavan Rajagopalan, aged about 40, Occ: Commissioner, Greater Hyderabad Municipal Corporation, R/o Hyderabad, do hereby declare that the contents made in the above paragraphs are true and correct to the best of my knowledge and based on records available with Respondent Corporation and I believe the same to be true and correct.

Hence verified on this the 12th day of June' 2025.

Respondent-6
Commissioner
Greater Hyderabad Municipal Corporation

Annexure I

DRAFT' POWER PURCHASE AGREEMENT

BETWEEN

SOUTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED

AND

M/s. HYDERABAD MSW ENERGY SOLUTIONSPRIVATELIMITED

NCE PPA No.02/2025

(Project: 24MW RDF/MSW based waste to energy Power Plant at Jawaharnagar(V), Kapra(M), Medchal Malkajgiri Dist.)

This Power Purchase Agreement ("Agreement") made and executed on this 12th day of May, 2025, between Southern Power Distribution Company of Telangana Limited, incorporated by the Government of Telangana in accordance with the Telangana Electricity Reform Act 1998 (Act No.30 of 1998), under the provisions of Companies Act, 1956, having its office at 6-1-50, Mint compound, Hyderabad – 500063, Telangana, India represented by its Chief Engineer(IPC) (hereinafter referred to as "TGSPDCL/DISCOM" as the case may be) which

CHIEF ENGINEER
(IPC), TGSPDCL,
Corporate Office, 6-1-50,
Mint Compound, Hyd-500004.

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expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees as the first Party

AND

M/s. Hyderabad MSW Energy Solutions Private Limited, having registered under the provisions of Companies Act, 1956, office at Level 11B, Aurbindo Galaxy, Hyderabad Knowledge City, Hitech City Road, Hyderabad – 500 081, Telangana, India represented by its General Manager, D V Seetharamarao (UIDAI No.2045 1166 1205), aged about 46 years, R/o. Hyderabad (hereinafter referred to as "Developer/Company" as the case may be) which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees as the second Party.

2. WHEREAS, the company is establishing 24 MW RDF/MSW based waste to energy Power Project at Survey No.173, Jawahar Nagar, CRPF road, Near army college of dental sciences, Kapra (M),Medchal (Dist.), Telangana State-500087 hereinafter called as the **Project** as detailed in Schedule-1 attached to this Agreement.

3. WHEREAS the State nodal agency, that is, Telangana State Renewable Energy Development Corporation Limited (TGREDCO) has accorded approval to the said proposal vide Ref: TSREDCO/HMESPL/2022-23 dated:14.03.2022 and the company has entered into an agreement with TGREDCO on 14.03.2022 to execute the project, copies whereof are attached as Schedules 2 and 3 respectively to this Agreement.

4. WHEREAS, the company offered to sell power generated by it to the DISCOM at the tariff and other Terms and Conditions like Tipping Fee, payment for energy beyond threshold PLF, Incentives, etc., as to be determined by the TGERC, on filing of suitable petition by Developer/Company and whereas, the DISCOM has agreed to purchase the power from the Developer/Company at the tariff and other Terms and Conditions to be determined by the TGERC.

5. NOW, this Agreement witnesseth:

(i) That the company shall fulfill the conditions of agreement entered with TGREDCO and obtain extensions wherever and whenever required till the completion of the project. In the event of cancellation of the project allotted

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(IPC), TGSPDCL,
Corporate Office, 6-1-50,
Mint Compound, Hyd-500004.

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to the company by TGREDCO for any reason, the agreement with DISCOM shall automatically stand cancelled.

(ii) That the Company/Developer shall pass on all the incentives/Concessions received by them either from Govt of Telangana or Govt of India to the DISCOM, as to be decided by TGERC.

(iii) That the company shall design, engineer, construct and operate the project with reasonable diligence, subject to all applicable Indian laws, rules, regulations and orders having the force of law including grid code issued by Central and State ERCs;

(iv) That this agreement is enforceable subject to obtaining consent of Telangana State Electricity Regulatory Commission (TGERC) as per section 21 of Telangana Electricity Reform Act 1998 (Act No.30 of 1998);

(v) That the company shall not be eligible for obtaining renewable energy certificates (RECs), invoking regulations issued by Central Electricity Regulatory Commission (CERC) and TGERC from time to time, for energy generated from this project and supplied to DISCOM under this Agreement and that the DISCOM is entitled to meet the RPPO to the extent of energy received.

NOW THEREFORE, in consideration of the foregoing premises and their mutual covenants herein, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

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(IPC), TGSPDCL,
Corporate Office, 6-1-50,
Mint Compound, Hyd-500004.

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ARTICLE 1
DEFINITIONS

Unless the context otherwise expressed in this agreement, the following terms shall have the meanings set forth herein below. Defined terms of singular number shall include the plural and vice-versa.

1.1 **"Act or Act, 2003"** means the Electricity Act, 2003 and includes any modifications, amendments and substitution from time to time;

1.2 **"Agreement"** means this power purchase agreement (PPA), including the articles, schedules, amendments, modifications and supplements made in writing by the parties from time to time;

1.3 **"Appropriate Commission"** means TGERC or CERC under the Electricity Act, 2003 as the case may be;

1.4 **"Billing Date"** shall mean the Second (2nd) working day after the meter reading date;

1.5 **"Billing Month"** shall mean the calendar month;

1.6 **"CERC"** means the Central Electricity Regulatory Commission formed under Section 76 of the Electricity Act, 2003;

1.7 **"Change in Law"** means any change or amendment to the provisions of electricity law in force, regulations, directions, notifications issued by the competent authorities and Government of India (GoI), Government of Telangana State (Govt of Telangana) from time to time;

1.8 **"Commercial Operation Date (COD)"** means, with respect to each generating unit, the date on which such generating unit is declared by the company to be operational in the presence of TGTRANSCO/DISCOM authorized representatives, provided that the company shall not declare a generating unit to be operational until such generating unit has completed its performance acceptance test as per standards notified in coordination by DISCOM/TGTRANSCO/TGREDCO authorities;

Explanation: *In respect of renewable energy based power projects ,the date of synchronization of the first unit of the project will be treated as the Commercial Operation Date of the Project, since Ministry of New and Renewable Energy, GoI has not specified any Guidelines for declaration of the Commercial Operation Date*

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(COD);

1.9 **"Contracted Capacity"** means designated capacity export to grid for sale to DISCOM at Interconnection Point as detailed in Schedule - 1 to this Agreement for supply by the company to the DISCOM at the interconnection point from the project. Contracted capacity shall be in MW measured in Alternate Current (AC) terms and shall not change during the tenure of this Agreement.

1.10 **"Delivered Energy"** means with respect to any billing month, the Kilo Watt hours (KWH) of electrical energy generated by the project and delivered to the DISCOM at the interconnection point, as defined in clause 1.18 and as measured by the energy meters at the interconnection point during that billing month at the designated substation of TGTRANSCO or the DISCOM:

Explanation 1 : For removal of doubts, the delivered energy, excludes all energy consumed in the project, by the main plant and equipment, lighting and other loads of the project from the energy generated and as recorded by the energy meter at interconnection point.

Explanation 2 : The delivered energy in a billing month shall be limited to the energy calculated at 100% of designated export capacity i.e., contracted capacity. In case any excess energy is delivered beyond 100% of designated export capacity in any billing period, no payment will be made for such excess energy.

Explanation 3 : The delivered energy shall be purchased by the DISCOM at a tariff stipulated in Article 2.2 of this agreement, subject to the Annual Threshold PLF limits as to be determined by TGERC in accordance with the year of operation.

1.11 **"Delivery Point"** means the interconnection point at which the power plant delivers power to the TGTRANSCO/DISCOM Substation;

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(IPC), TGSPDCL,
Corporate Office, 6-1-50,
Mint Compound, Hyd-500004.

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1.12 **"Due Date of Payment"** means the date on which the amount payable by the DISCOM to the company hereunder for delivered energy, if any, supplied during a billing month becomes due for payment, which date shall be forty five (45) days from the date of invoice. If the bill is received after 5 days of metering date in a particular month, the due date shall be reckoned from the date of receipt of invoice. In the case of any supplemental or other bill or claim, if any, the due date of payment shall be forty five (45) days from the date of the presentation of such bill or claim to the designated officer of the DISCOM/TGTRANSCO;

1.13 **"Effective Date"** means the date of execution of this power purchase agreement (PPA) by both the parties, subject to the consent of TGERC;

1.14 **"Financial Year"** means with respect to the initial financial year, the period beginning on the commercial operation date and ending at 12.00 midnight on the following 31st of March. Each successive financial year shall begin on 1st of April and end on the following 31st of March, except that the final financial year shall end on the date of expiry of the term or on termination of this agreement as per the provisions contained therein;

1.15 **"Grid Code"** means the Indian Electricity Grid Code issued by CERC and amended or modified from time to time and the TG Grid Code issued by TGERC as modified and amended from time to time. In case of any conflict between the Indian Electricity Grid Code and TG Grid Code, the provisions of TG Grid Code shall prevail;

1.16 **"Installed Capacity"** means 24 MW i.e., the total rated capacity in Mega-Watts of all the generators installed;

1.17 **"Interconnection Facilities"** means all the equipment and facilities, including, but not limited to, all metering facilities, 0.2s class CTs, 0.2 class PTs, switchgear, substation facilities, transmission lines and related infrastructure, to be installed by the Project Developer by laying independent line to the designated substation of TGTRANSCO/DISCOM at the voltage specified in Article 1.20 at the company's expense from time to time throughout the term of this agreement, necessary to enable the DISCOM/TGTRANSCO to economically, reliably and safely receive delivered energy from the project in accordance with the terms of this agreement;

CHIEF ENGINEER
(IPC), TGSPDCL,
Corporate Office, 6-1-50,
Mint Compound, Hyd-500063

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Explanation 1: *The company based on renewable energy projects viz;Biomass, Bagasse, Mini Hydel and Municipal Solid Waste, RDF/MSW, IndustrialWaste based Projects, etc., have to bear the entire expenditure of interconnection facilities for power evacuation as per the sanctioned estimate by the respective field officers;*

1.18 **"Interconnection Point"** means the point or points where the project and the TGTRANSCO/DISCOM's grid system are interconnected at designated TGTRANSCO/DISCOM substation as provided in the Grid connectivity approval of TGTRANSCO vide Lr.No.CE/Comml&RAC/SE/DE/Comml/ADE-GC&CA/F-Jawhrnagr/D.No.82/25, dt:11.02.2025. The metering for the project will be provided at the interconnection point i.e., at the designated SS of TGTRANSCO/TGSPDCL as per Article 4.1;

Explanation: *In case of power projects based on Waste to Energy (RDF/MSW based) the interconnection point will be at designated TGTRANSCO/DISCOM substation, based on voltage level of evacuation.*

1.19 **"Interconnection Substation"** meansthe designated substation viz., 400 KV Malkaram SS for connecting the project to the state transmission system;

1.20 **"Injection voltage or voltage of delivery"** means the voltage at which the company injects the power at the interconnection point i.e., 132 kV;

1.21 **"Metering Date"** means First (1st) day of each calendar month, at 00:00 Hrs, the interconnection point;

1.22 **"Plant Load Factor (PLF)"** means the ratio of total KWh (units) of power generated by plant in a tariff year and contracted capacity in KW multiplied with number of hours in the same tariff year;

1.23 **"Project"** means 24 MW RDF/MSW based waste to energy Power Project at Survey No.173, Jawahar Nagar, CRPF road, Near army college of dental sciences, Kapra (M),Medchal (Dist.), Telangana State, as detailed in Schedule-1 attached herewith, entrusted to the company for construction and operation as detailed in agreement entered into with TGREDCO as shown in Schedule-3 attached herewith;

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(IPC), TGSPDCL,
Corporate Office, 6-1-50,
Mint Compound, Hyd-500004.

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1.24 **"Prudent Utility Practices"** means those practices, methods, techniques and standards, that are generally accepted for use in electric utility industries taking into account conditions in India, and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the project, and that generally conform to the manufacturers' operation and maintenance guidelines;

1.25 **Refuse Derived Fuel (RDF)/Municipal Solid waste (MSW) based power project":** A project shall qualify to be termed as a Refuse Derived Fuel (RDF)/Municipal Solid waste (MSW)based power project, if it is using the new plant and machinery based on the Rankine Cycle Technology (RCT) and using the RDF/MSW as fuel sources;

Explanation 1: *Refuse Derived Fuel (RDF) means segregated combustible fraction of solid waste other than chlorinated plastics in the form of pellets or fluff produced by drying, de-stoning, shredding, de-hydrating and compacting combustible components of solid waste that can be used as fuel.*

Explanation 2: *"Municipal Solid Waste" means commercial and residential wastes generated in a municipal or notified areas either in solid or semi-solid form including treated biomedical waste but excluding industrial hazardous wastes.*

Explanation 3: *The new plant & machinery installed in* RDF/MSW *based waste to energy Project using the RCT should not have been used for generation of power in a project anywhere in India prior to its installation in a* RDF/MSW *based waste to energy power project in the State of Telangana.*

1.26 **"Scheduled Commercial Operation Date (SCOD) or Scheduled date of Commercial Operations"** means the date whereupon the project is required to start injecting power from the power project to the delivery point as per approval of TGREDCO from time to time;

1.27 **"SERC"** means the Telangana State Electricity Regulatory Commission constituted under Section-82 of the Electricity Act, 2003 or its successors, and includes a Joint Commission constituted under sub-section (1) of Section 83 of the Electricity Act 2003;

1.28 **"SLDC"** means the State Load Dispatch Center as notified by the Telangana State Government under the provisions of the Electricity Act, 2003;

1.29 **"System Emergency"** means a condition affecting the TGTRANSCO/DISCOM's electrical system, which threatens the safe and reliable operation

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of such system or which is likely to result in the disruption of safe, adequate and continuous electric supply by the TGTRANSCO/DISCOM, or which endangers life or property, which condition is affected or aggravated by the continued delivery of delivered energy from the project;

1.30 **"Tariff"** shall have the same meaning as ascribed in Clause 2.2 of this agreement;

1.31 **"Unit"** when used in relation to the generating equipment, means one set of turbine generator and auxiliary equipment, and facilities forming part of the Project and when used in relation to electrical energy, means Kilo Watt Hour (KWH);

1.32 **"Voltage of Delivery"** means 132 KV voltage at which the electrical energy generated by the project is required to be delivered to the TGTRANSCO/DISCOM at the interconnection point by erecting an exclusive 132 KV feeder;

1.33 **"Tariff Year"** means each period of 12 months commencing from the COD of the project. The last tariff year of this agreement shall end on the date of expiry of this agreement;

1.34 **"Term of the Agreement"** shall have the same meaning as provided for in Article 8 of this agreement;

1.35 **"TGTRANSCO"** means Transmission Corporation of Telangana Limited, incorporated under the Companies Act, 1956;

All other words and expressions used herein and not defined herein but defined in the Electricity Act, 2003, Electricity Duty Act, 1939 and its subsequent amendments and Telangana Electricity Reform Act 1998. shall have the meanings respectively assigned to them in the said Acts and applicable State and Central regulations on grid code and others from time to time.

CHIEF ENGINEER
(IPC), TGSPDCL,
Corporate Office, 6-1-50,
Mint Compound, Hyd-500004.

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ARTICLE2

PURCHASE OF DELIVERED ENERGY AND TARIFF

2.1 All the delivered energy *limited to the energy generated corresponding to the net exportable capacity to grid* at the interconnection point for sale to DISCOM will be paid the tariff provided for in Article 2.2 from and after the date of commercial operation of the project. Title to delivered energy purchased shall pass from the company to the DISCOM at the interconnection point.

2.2 The company shall be paid the tariff as to be determined by the TGERC under Section 62 of Electricity Act, 2003 for the energy delivered corresponding to the net exportable capacity to grid at the interconnection point for sale to DISCOM, upon filing of petition by the developer for such determination of tariff. While determining the tariff, Commission will be requested to take Tipping Fee into consideration and incorporate the same into the tariff directly. Payment for the energy delivered beyond threshold PLF, reimbursement of Income tax etc., shall also be as decided by TGERC along with determination of tariff. No tariff will be paid for the energy delivered at the interconnection point beyond contracted capacity, i.e., the capacity agreed for export to Grid. The orders of TGERC are enforceable in entirety and shall be considered for the purposes of computation of tariff. An interim tariff may be sought from TGERC by filing an I.A in the tariff determination Petition to be filed by the Developer.

2.3 The tariff, as to be decided/determined by the State Commission, payable by DISCOM shall be inclusive of all taxes, duties and levies or any other statutory liability, as applicable from time to time. Further any incentives/grants/concessions etc., received by the Developer Company from either Govt of India or Govt of Telangana or any other Authority shall be passed on to the DISCOM, as to be decided by TGERC.

2.4 No transmission or wheeling charges or other charges or assessments charges shall be levied by the TGTRANSCO/DISCOM on purchased energy.

a) Where in any billing month, the company is entitled to draw the energy from DISCOM/TGTRANSCO grid restricted to its auxiliary consumption during shutdown periods, maintenance periods and M

CHIEF ENGINEER
(IPC), TGSPDCL,
Corporate Office, 6-1-50,
Mint Compound, Hyd-500004.

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plant tripping periods only. The company shall not draw any power from DISCOM/TGTRANSCO during plant running period. The contracted load of the plant shall be taken as the auxiliary consumption that is, 11% of installed Capacity (for RDF based power projects)/12% of the installed Capacity (for MSW based power projects). The energy supplied by the DISCOM to the company, shall be billed by the DISCOM and the company shall pay the DISCOM for such electricity supplies, at the then-effective TGERC applicable tariff to High Tension Category-I consumers as determined by TGERC from time to time.

b) For this purpose, the maximum demand recorded during such periods in a billing cycle shall be considered. In shut down period, the billing demand would be 80% of auxiliary consumption or recorded maximum demand whichever is more.

c) **Billing Energy**: 50 KVAH per KVA of billing demand or actual units recorded whichever is more.

d) For the purpose of billing TOD tariff, TOD compatible meters may be installed.

e) However, the minimum HT-I category billing shall be made applicable to the Company in a billing cycle that may be decided by Hon'ble TGERC from time to time, based on the voltage of the generator.

Explanation: *The generating plants viz., power projects based on Waste to Energy during the plant shutdown periods, maintenance works, plant tripping periods etc., shall draw the energy from TGTRANSCO/DISCOM only for the essentials loads during no generation periods.*

CHIEF ENGINEER
(IPC), TGSPDCL,
Corporate Office, 6-1-50,
Mint Compound, Hyd-500004.

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ARTICLE3

INTERCONNECTION FACILITIES, SYNCHRONIZATION, COMMISSIONING AND COMMERCIAL OPERATION

Interconnection Facilities

3.1 Upon receipt of a requisition from the company, TGTRANSCO or DISCOM shall prepare an estimate of cost for arranging the interconnection facilities for power evacuation at the voltage of delivery. The company has to bear the entire cost of the interconnection facilities as per the approved estimate made by TGTRANSCO or DISCOM and also take care of right of way issues. The TGTRANSCO or DISCOM shall arrange to evacuate, design, install, own, operate and maintain the interconnection facilities and perform all work, at the company's expense, necessary to economically, reliably and safely connect the TGTRANSCO/DISCOMs existing system to the project switchyard. The Company shall ensure metering facilities at the designated TGTRANSCO/TGSPDCL substation, duly furnishing an Undertaking to the utility for periodical payment of Bay maintenance charges.

Provided that the TGTRANSCO or DISCOM may allow the company to execute the interconnection facilities for power evacuation as per the approved estimate at its discretion duly collecting the supervision charges as per the procedures in vogue.

In case the project connects to a 33/11 KV or EHT interconnection substation where capacity is available subject to bay extension and if the bay extension is not feasible, then the company shall procure land and undertake bay extension at its own cost.

3.2 The company shall own, operate and maintain interconnection facilities from project to grid substation from time to time and shall bear the necessary expenditure. The maintenance work of the connected bay together with equipment at the grid substation has to be done in coordination with the TGTRANSCO and DISCOM personnel. The developer shall pay the Bay maintenance expenses to TGTRANSCO or DISCOM as applicable. The Developer shall inform TGTRANSCO/TGSPDCL in advance, whether the maintenance work on the interconnection line will be carried by them or TGTRANSCO/TGDISCOM shall carry on payment basis.

CHIEF ENGINEER
(IPC), TGSPDCL,
Corporate Office, 6-1-50,
Mint Compound, Hyd-500004.

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3.3 DISCOM/TRANSCO has been vested with the right to add any additional loads on the feeder without detrimental to the interests of the existing generating company.

3.4 Any modifications or procedures or changes in arranging interconnection facilities for power evacuations rests with Govt of Telangana/DISCOM/TGTRANSCO.

3.5 The company shall allow entry to the site of the project free of all encumbrances at all times during the term of the agreement to the personnel of TGTRANSCO or DISCOM for inspection and verification of the works being carried out by the company at the site of the project. After the project is synchronized with grid and commercial operations are commenced, representatives of TGTRANSCO/TGDISCOM shall have access to the project site for verification of operations of the project, including the verification of the fuel being used.

3.6 The TGTRANSCO or DISCOM or its representative may verify the construction works or operation of the project being carried out by the company and if it is found that the construction works or operation of the project is not as per the prudent utility practices, it may seek clarifications from the company or require the works to be stopped or to comply with their instructions.

3.7 During the period prior to the commercial operation date, on the request of the company, the DISCOM will supply energy to the project for any purpose, on the terms and conditions and at the tariff rates that are applicable from time to time to the category of consumers of the DISCOM to which the company belongs, provided separate metering arrangements as may be required under the terms and conditions of such tariff have been installed at the project.

Synchronization, Commissioning and Commercial Operation

3.8 The company shall give a notice in writing to the SLDC and DISCOM, at least (15) days before the date on which it intends to synchronize the project to the grid system.

CHIEF ENGINEER
(IPC), TGSPDCL,
Corporate Office, 6-1-50,
Mint Compound, Hyd-500004.

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3.9 The project may be synchronized by the company to the grid system when it complies with all the connectivity conditions specified in the Grid Code in force.

3.10 The synchronization equipment shall be installed by the company at its generation facility of the project at its own cost. The company shall synchronize its system with the grid system only after the approval of synchronization scheme under the supervision of the concerned authorities of the grid system.

3.11 The company shall immediately after synchronization/tripping of generator, inform the SLDC & substation of the grid system to which the project is electrically connected in accordance with the Grid Code in force.

3.12 The company shall commission the project within timelines specified in this agreement from the effective date for projects connected and any delay in commissioning of the project shall be subject to the penalties as stipulated. After commissioning of the project, the company shall invariably register the project with SLDC.

3.13 The company may undertake the commissioning of the project in phases and provisions of clauses 3.8 to 3.10 and said clauses shall apply mutatis-mutandis for generating units commissioned in phases. However, prior to the completion of the synchronization of the entire project, the company shall obtain certification for full contracted capacity from the competent authority duly demonstrating the full commissioning of the contracted capacity.

3.14 The company shall ensure the connectivity standards as per technical norms of TGTRANSCO/DISCOM, approved vide Lr.No.CE/Comml&RAC/SE/DE/Comml/ADE-GC&CA/F-Jawhrnagr /D.No.82/ 25, dt:11.02.2025..

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ARTICLE 4
METERING AND PROTECTION

4.1 The company shall install main meters and check meter of static type 0.2s class accuracy having both ABT & trivector features and online data transfer facility (V-SAT) at the interconnection point i.e., at the 400 KV Malkaram SS and the company shall also install standby meter of static type at the same point and of the same accuracy. The connected metering CTs and PTs shall be of 0.2s and 0.2 class of accuracy respectively as per the norms specified in the T.O.O. (CE-Construction-2) Ms.No.488, dated 17.03.2012, metering code by CEA or norms of TGERC and any changes made applicable from time to time. The main meters, check meters and standby meter shall each consist of a pair of export and import parameters with facility for recording meter readings using Meter Recording Instrument and configured with ToD software compatible to TGTRANSCO EBC Data base. For the purpose of uniformity the company shall follow metering specification as developed by DISCOM.

4.2 All the meters required to be installed pursuant to Article 4.1 above shall be jointly inspected and sealed on behalf of both parties, i.e., TGTRANSCO/DISCOM & Developer company and shall not be interfered with, tested or checked except in the presence of representatives of both parties.

4.3 Though all the readings of main, check and standby meters have to be taken, the meter readings from the main meters will form the basis of billing. If any of the meters required to be installed pursuant to Article 4.1 above are found to be registering inaccurately, the affected meter will be replaced immediately.

4.4 Wherein the half yearly meter check indicates an error in one of the main meter/meter(s) beyond the limits of errors, for such meter(s), but no such error is indicated in the corresponding check meter/meters, billing for the month will be done on the basis of the reading on the check meter/meters and the main meter will be replaced immediately.

4.5 If during the half yearly test checks, both the main meters and the corresponding check meters are found to be beyond permissible limits of

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(IPC), TGSPDCL,
Corporate Office, 6-1-50,
Mint Compound, Hyd-500004.

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error, standby meters readings shall be taken to in consideration and both main and check meters shall be immediately replaced. If all the meters during yearly checking found to be faulty, and the correction applied to the consumption registered by the main meter to arrive at the correct delivered energy for billing purposes for the period of the one month up to the time of such test check, computation of delivered energy for the period thereafter till the next monthly meter reading shall be as per the replaced main meter. Alternatively, the energy will be computed on a mutually agreeable basis for that period of defect.

4.6 Corrections in delivered energy billing, whenever necessary, shall be applicable to the period between the previous monthly meter reading and the date and time of the test calibration in the current month when the error is observed and this correction shall be for the full value of the absolute error. For the purpose of determining the correction to be applied to any meter registering inaccurately, the meter shall be tested under conditions simulating 100, 50, 20 and 10 percent load at unity power factor and 0.5 power factor. Of these eight values, the error at the load and power factor nearest to the average monthly load served at the interconnection point during the applicable period shall be taken as the error to be applied for correction.

4.7 If both the main and check meters fail to record or if any of the PT fuses are blown out, then the energy will be computed on a mutually agreeable basis for that period of defect.

4.8 The billing meters (main, check and standby) shall be tested and calibrated utilizing a standard meter. The standard meter shall be calibrated once in every year at the approved laboratory by Government of India/Government of Telangana, as per General Terms and Conditions of Supply (GTCS).

4.9 All the billing meters (main, check and standby) tests shall be jointly conducted by the authorized representatives of both parties and the results and correction so arrived at mutually will be applicable and binding on both the parties.

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4.10 On the metering date, each month meter readings shall be taken (and an acknowledgement thereof signed) by the authorized representatives of both parties.

4.11 Within six (6) months, following the execution of this agreement, the company and the TGTRANSCO/DISCOM shall mutually agree to technical and performance specifications (including, but not limited to, the metering configuration for the project) concerning the design and operation of the facilities required to be installed by the company in order for the company to operate in parallel with the TGTRANSCO/DISCOM's grid. Thereafter, any change in such specifications shall be subject to mutual agreement of the parties.

4.12 The project shall be operated and maintained in accordance with good and generally prudent accepted utility standards with respect to synchronizing, voltage, frequency and reactive power control.

4.13 The company shall install communication system involving latest technology on information in the project and at the designated sub-station at the cost of the company, to establish contact with the sub-station to which it is interconnected for co-ordination of the project operation. The regular maintenance of technologies on information is to be carried out by the company at its cost.

4.14 Voltage regulation shall be such as to enable continued paralleling and synchronization with the grid voltage at the point of interconnection.

4.15 The equipment of the company shall be designed for fluctuations in the frequency maintained as per Indian Electricity Grid Code (IEGC) between*49.90 cycles per second to 50.05 cycles per second* of the standard frequency of 50 cycles per second or as amended from time to time.

4.16 The company shall ensure that the power factor of the power delivered to the TGTRANSCO/DISCOM is maintained at or above the minimum power factor as per Tariff Notification, or otherwise pay surcharge as per tariff notification in force or any other penal charges as to be decided by the Commission.

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4.17 Any change in rupturing capacity of switch-gear, settings of the relays, etc., shall be subject to approval of the TGTRANSCO/DISCOM as the case may be.

4.18 As the project's generator may carry fault currents that may occur on the TGTRANSCO/DISCOM's grid, the company shall provide adequate generator and switchgear protection against such faults. The DISCOM is not responsible for damage, if any, caused to the project's generator and allied equipment during parallel operation of the generator with the TGTRANSCO/DISCOM's grid.

4.19 The company shall make a good faith effort to operate the project in such a manner as to avoid fluctuations and disturbances to the TGTRANSCO/ DISCOM's grid due to parallel operation with the grid.

4.20 The company shall control and operate the project. The SLDC/ TGTRANSCO/DISCOM shall only be entitled to request the company to reduce electric power and energy deliveries from the project during a system emergency, and then only to the extent that in the SLDC/ TGTRANSCO/DISCOM's reasonable judgment such a reduction will alleviate the emergency. The SLDC/TGTRANSCO/DISCOM shall give the company as much advance notice of such a reduction as is practicable under the circumstances and shall use all reasonable efforts to remedy the circumstance causing the reduction as soon as possible. Any reduction required of the company hereunder shall be implemented in a manner consistent with safe operating procedures.

4.21 The company has to establish protection system, online data scheme, its allied equipment to conform with grid code from time to time. Also, the protection system shall conform to the TGTRANSCO/DISCOM norms.

4.22 The Company shall abide by the extant Rules and Regulations issued by TGERC from time to time including but not limited to metering, scheduling of energy etc.,

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(IPC), TGSPDCL,
Corporate Office, 6-1-50,
Mint Compound, Hyd-500004.

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ARTICLE 5
CHANGE IN LAW

In this Article, the following terms shall have the following meanings:

5.1 "Change in Law" means the occurrence of any of the following events after the date on which PPA is signed, resulting into any additional recurring/non-recurring expenditure by the company or any income to the company, the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any law, including rules and regulations framed pursuant to such law and any notifications issued thereunder.

(a) change in the interpretation or application of any law, by any Indian governmental instrumentality having the legal power to interpret or apply such law, or any competent court of law, the imposition of a requirement for obtaining any consents, clearances and permits which was not required earlier;

(b) a change in the terms and conditions prescribed for obtaining any consents, clearances and permits or the inclusion of any new terms or conditions for obtaining such consents, clearances and permits; except due to any default of the company;

(c) any change in tax or introduction of any tax made applicable for supply of power by the company as per the terms of this agreement but shall not include:

(i) any change in any withholding tax on income or dividends distributed to the shareholders of the company, or

(ii) change in respect of UI Charges or frequency intervals by CERC or TGERC, or

(iii) any change on account of regulatory measures by the CERC or TGERC including calculation of availability.

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(IPC), TGSPDCL,
Corporate Office, 6-1-50,
Mint Compound, Hyd-500004.

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ARTICLE 6
BILLING AND PAYMENT

6.1 For delivered energy, the company shall furnish a bill to the DISCOM calculated at the tariff provided for in Article 2, in such form as may be mutually agreed upon between the DISCOM and the company, for the billing month on or before the 2nd working day following the meter reading date.

6.2 Any payment made beyond the due date of payment, the DISCOM shall pay simple interest at prevailing MCLR of State Bank of India and in case this rate is increased / reduced, such an increased / reduced rate is applicable from the date of such notification.

6.3 The DISCOM shall make payment for the bills on monthly basis as per Article 6.1, by opening a revolving Letter of Credit for a minimum period of one year in favour of the company.

6.4 **Letter of Credit:** Not later than 30 days prior to the SCOD of the first generating unit, DISCOM shall cause to be in effect an irrevocable revolving Letter of Credit issued in favour of the company by a scheduled bank for one monthly billing value. Each Letter of Credit shall

a) on the date it is issued, have a term of one year;

b) be payable upon the execution and presentation by an officer of the company of a sight draft to issuer of such Letter of Credit supported by a meter reading statement accepted and signed by both the parties or a certification from the company that the DISCOM failed to sign the meter reading statements within 5 days of the metering date or that a supplemental bill has been issued and remains unpaid until the due date of payment;

c) provide that the company shall have the right to draw upon such Letter of Credit not withstanding any failure by the DISCOM to reimburse the issue therefore for any draw down made under, and

d) not less than 30 days prior to the expiration of any Letter of Credit, the DISCOM shall provide a new or replacement Letter of Credit. Each monthly bill or supplemental bill shall be presented at the said scheduled bank for payment under the Letter of Credit and shall

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become payable there under. The opening charges for Letter of Credit (L/C) and negotiation charges will be borne by the beneficiary i.e., company.

e) The DISCOM is entitled for a discount of 1% on exported energy, if the payment is made within the due date.

6.5 **Direct Payment:** Notwithstanding the fact that a Letter of Credit has been opened, in the event that through the actions of DISCOM, the company is not able to make a draw upon the Letter of Credit for the full amount of any bill, the company shall have the right to require in writing the DISCOM to make direct payment of any bill by cheque or otherwise on or before the due date of payment by delivering such requisition to the DISCOM on or prior to the due date of payment of such bill requiring payment in the foregoing manner. Without prejudice to the right of the company to draw upon the Letter of Credit if payment is not received in full, the DISCOM shall have the right to make direct payment by cheque or otherwise of any bill as such, within 45 days after the date of its presentation to the designated officer of the DISCOM, the company shall receive payment in full for such bill. When either such direct payment is made, the company shall not present the same bill to the scheduled bank for payment against the Letter of Credit.

6.6 **Billing disputes:** The DISCOM shall pay the bills of the company promptly subject to the provisions in Article 2, and in accordance with tariff determined by TGERC from time to time.

The DISCOM shall notify the company in respect of any disallowed amount on account of any dispute as to all or any portion of the bill. The company shall immediately take up issue with all relevant information with DISCOM which shall be rectified by the DISCOM, if found satisfactory. Otherwise the DISCOM shall notify its rejection of the disputed claim within reasonable time with reasons recorded in writing there for. The dispute may also be decided by mutual agreement. If the resolution of any dispute requires the DISCOM to reimburse the company, the amount to be reimbursed shall bear interest at simple interest at prevailing base prime lending rate of State Bank of India from the date of disallowance to the date of reimbursement.

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6.7 All payments by the DISCOM to the company hereunder shall be made to such address as may be designated by the company to the DISCOM in writing from time to time.

Address	:	M/s. Hyderabad MSW Energy Solutions Pvt Ltd., Level 11B, Aurobindo Galaxy, Hyderabad Knowledge City, Hitech City Road, Hyderabad – 500 081.
Telephone No.	:	+91 40 24446000
Fax No.	:	
e-mail	:	wte.hyderabad@resustainability.com srinivas.dharma@resustainability.com

6.8 The DISCOM is at liberty to make direct payment using the modern financial online transactional facilities including but not limited to RTGS and NEFT wherever it is permissible and acceptable to company, as are available in the banking and financial sector, for which the company may provide the necessary details as and when requisitioned by the DISCOM.

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ARTICLE 7
UNDERTAKING

7.1 The company shall be responsible:

(i) For the proper maintenance of the project in accordance with established prudent utility practices.

(ii) For the operation, maintenance, overhaul of the plant, equipment, works, switch yard and transmission lines and equipment up to the interconnection point of the project i.e., the 400 KV Malkaram SS in close coordination with the DISCOM.

(iii) The company shall furnish the generation and maintenance schedules every year.

(iv) For making all payments on account of any taxes, cesses, duties, or levies imposed by any government or competent statutory authority on the land, equipment, material or works of the project or on the energy generated or consumed by the project or the company or on the income or assets of the company.

(v) For furnishing any incentives/concessions/benefits received from GoI/Govt of Telangana on pass through to DISCOM, as to be decided by State Commission while deciding/determing the Tariff applicable upon the Petition filed by the Company under section 62 of the Act.

(vi) For obtaining necessary approvals, permits or licenses for operation of the project and sale of energy to TGTRANSCO/DISCOM there from under the provision of the relevant laws.

(vii) To share Clean Development Mechanism ("CDM") benefit with the DISCOM as provided in CERC (Terms and Conditions for the Tariff determination from Renewable Energy Sources) Regulations, 2012, and as amended from time to time to the extent indicated below:

The proceeds of carbon credit from the approved CDM Project shall be shared between the Company and the DISCOM in the following manner, namely,

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a) 100% of the gross proceeds on account of CDM benefit to be retained by the company in the first year after the date of commercial operation of the generating station;

b) in the second year after COD, the share of the DISCOM shall be 10% which shall be progressively increased by 10% every year i.e., in the third year after COD it shall be 20% and so on till it reaches 50%, where after the proceeds shall be shared in equal proportion, by the company/power developer and the DISCOM.

(viii) For payment of any charges as fixed by TGERC from time to time and levied by the DISCOM.

(ix) The company has to comply with the provisions of the T.G. Code of Technical Interface (Grid Code).

7.2 The DISCOM agrees:

(i) to make all reasonable efforts for making arrangements for evacuation of power from the project at the company's expense which has been completed prior to the COD of the project subject to Article 3.

(ii) for purchase of delivered energy from the project as per Article 2.2.

(iii) for providing grid support for the essential load of the power plant.

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ARTICLE 8
DURATION OF AGREEMENT

This agreement shall be effective upon its execution and delivery thereof between parties hereto and shall continue in force from the COD and until the twentieth (20th) anniversary that is for a period of twenty years from the COD. This agreement may be renewed for such further period of time 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 consent of the TGERC.

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ARTICLE 9
NOTICES

9.1 Except as otherwise expressly provided in this agreement, all notices or othercommunicationswhicharerequiredorpermittedhereundershallbein writing and sufficient, if delivered personally or sent by registered post or certified mail, telecopy, telex addressed as follows:

If to the Company:

Attention	:	General Manager, M/s. Hyderabad MSW Energy Solutions Pvt Ltd., Level 11B, Aurobindo Galaxy, Hyderabad Knowledge City, Hitech City Road, Hyderabad – 500 081.
Telephone No.	:	+91 40 24446000
Fax No.	:	
e-mail	:	wte.hyderabad@resustainability.com srinivas.dharma@resustainability.com

If to the DISCOM:

Attention	:	Chief Engineer (IPC) TGSPDCL, 1stFloor, Mint Compound, Hyderabad-500004
Fax No.	:	
Telephone No.	:	
e-mail	:	cgm_ipc@tgsouthernpower.org

9.2 All notices or communications given by fax or email shall be confirmed by depositing a copy of the same in the post office in an envelope properly addressed to the appropriate party for delivery by registered or certified mail having proof of mailing the same. All notices shall be deemed delivered upon receipt, including notices given by fax or email regardless of the date the confirmation of such notice is received.

9.3 Any party may by written notice change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.

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ARTICLE 10
SPECIAL PROVISIONS

10.1 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.

10.2 No oral or written modification of this Agreement either before or after its execution shall have any force or effect unless such modification is in writing and signed by the duly authorized representatives of the company and the DISCOM, subject to the condition that any further modification of the agreement shall be done only with the prior approval of TGERC. However, the amendments to the agreement as per the respective orders of TGERC from time to time shall be carried out. All the conditions mentioned in the agreement are with the consent of TGERC.

10.3 However, in respect of power evacuation, the voltage levels for interfacing with TGTRANSCO/DISCOM's grid will be as per Article 1.32. The costs of interconnection facilities have to be borne by the company as per Article 3.

10.4 The invalidity or unenforceability 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.

10.5 The failure of any party to insist in one or more instances upon the strict performance of any of the provisions of this agreement or to take advantage of any of its 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.

10.6 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 relevant clause of this agreement, subject to the consent of the TGERC.

10.7 This agreement, including Schedule 1, 2, 3, 4 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.

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10.8 The headings contained herein are included solely for the convenience of the parties and are not to be used as a basis for interpreting the various clauses of this agreement.

10.9 That each of the parties agree to act in good faith in implementing the terms and conditions of this agreement and in carrying out their respective obligations hereunder.

10.10 In the event of the merger or reorganization of DISCOM, if the resulting entity is able to perform DISCOM's obligations hereunder in no less a manner than DISCOM, the resulting entity shall take the right and responsibility for performance of DISCOM's obligation.

10.11 In the event of the merger or reorganization of company, if the resulting entity is able to perform company's obligations hereunder in no less a manner than company, the resulting entity shall take the right and responsibility for performance of company's obligation.

10.12 **Assignment and Financing:** Neither party shall assign this agreement orany portion thereof to any third party without the prior written consent of the other party which consent shall not be unreasonably withheld.

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ARTICLE 11
FORCEMAJEURE

11.1 Definition of Force Majeure:

(a) "Force Majeure" shall mean any event or circumstance or combination of events or circumstances that materially and adversely affects the performance by either party (the "affected party") of its obligations pursuant to the terms of this agreement (including by preventing, hindering or delaying such performance), but only if and to the extent that such events and circumstances are not within the affected party's reasonable control and were not reasonably foreseeable and the effects of which the affected party could not have prevented by prudent utility practices or, in the case of construction activities, by the exercise of reasonable skill and care. Any events or circumstances meeting the description of force majeure which have the same effect upon the performance of any of the company power project setup and which therefore materially and adversely affect the ability of the project or, as the case may be, the DISCOM to perform its obligations hereunder shall constitute force majeure with respect to the company or the DISCOM respectively.

(b) Force majeure circumstances and events shall include the following events to the extent that they or their consequences satisfy the above requirements.

(i) Non political events such as acts of GOD including but not limited to any storm, flood, drought, lightning, earthquake or other natural calamities, fire, accident, explosion, strikes, labour difficulties, epidemic, plague or quarantine, air crash, shipwreck, train wrecks or failure ("Non Political Events").

(ii) Indirect political events such as acts of war sabotage, terrorism or act of public enemy, blockades, embargoes, civil disturbance, revolution or radioactive contamination ("Indirect Political Events").

(iii) Direct political events such as any government agencies' or the DISCOM's unlawful or discriminatory delay, modification,

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denial or refusal to grant or renew, or any revocation of any required permit or change in law (Direct Political Events).

(iv) In the event of a delay in COD due to:

(a) Force majeure events affecting the company;

or

(b) DISCOM event of default as defined in 11.2, the scheduled COD shall be deferred, for a reasonable period but not less than 'day-to-day' basis subject to a maximum period of 12 months, to permit the company or to overcome the effects of the force majeure events affecting the company or DISCOM, or till such time such event of default is rectified by the Company or the DISCOM, whichever is earlier. Provided further that, the validity of performance bank guarantee shall be extended suitably covering the extended period.

11.2 DISCOM Event of Default

11.2.1 The occurrence and the continuation of any of the following events, unless any such event occurs as a result of a force majeure event or a breach by the company of its obligations under this agreement, shall constitute the event of default on the part of defaulting DISCOM ("DISCOM Event of Default"):

(i) DISCOM fails to pay (with respect to payments due to the company according to Article 2), for a period of ninety (90) days after the due date of payment and the company is unable to recover the amount outstanding through the Letter of Credit, or

(ii) DISCOM repudiates this agreement and does not rectify such a breach within a period of thirty (30) days from a notice in writing from the company in this regard; or

(iii) except where due to any company's failure to comply with its obligations, DISCOM is in material breach of any of its obligations pursuant to this agreement, and such material breach is not rectified by DISCOM within thirty (30) days of receipt of notice in writing in this regard from the company to DISCOM; or

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(iv) if:-

- DISCOM becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty(30) days, or any winding up or bankruptcy or insolvency order is passed against DISCOM, or
- DISCOM goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to law,
- Provided that it shall not constitute a DISCOM Event of Default, where such dissolution or liquidation of DISCOM or DISCOM is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this agreement and has creditworthiness similar to DISCOM and expressly assumes all obligations of DISCOM and is in a position to perform them; or

(v) If DISCOM is subject to any of the above defaults and DISCOM does not designate another DISCOM for purchase of power; or

(vi) Occurrence of any other event which is specified in this agreement to be a material breach or default of DISCOM.

11.3 **Company Event of Default:**

11.3.1 The occurrence and continuation of any of the following events, unless any such event occurs as a result of a force majeure event or a breach by DISCOM of its obligations under this agreement, shall constitute a company event of default ("Company Event of Default"):

(i) if

(a) the company assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the project in contravention of the provisions of this agreement; or

(b) the company transfers or novates any of its rights and / or obligations under this agreement, in a manner contrary to the

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provisions of this agreement; except where such transfer

- is in pursuance of a law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this agreement or

- is to a transferee who assumes such obligations under this agreement and the agreement remains effective with respect to the transferee;

(ii) if

(a) the company becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or

(b) any winding up or bankruptcy or insolvency order is passed against the company, or

(c) the company goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to law,

Provided that a dissolution or liquidation of the company will not be a company event of default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to the company and expressly assumes all obligations of the company under this agreement and is in a position to perform them; or

(iii) the company repudiates this agreement and does not rectify such breach within a period of thirty (30) days from a notice from DISCOM in this regard; or

(iv) except where due to any DISCOM's failure to comply with its material obligations, the company is in breach of any of its material obligations pursuant to this agreement, and such material breach is not rectified by the company within thirty

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(IPC), TGSPDCL,
Corporate Office, 6-1-50,
Mint Compound, Hyd-500063

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(30) days of receipt of first notice in this regard given by DISCOM; or

(v) occurrence of any other event which is specified in this agreement to be a material breach / default of the company.

(vi) default has occurred under any of the financing agreements and any of the lenders to the project has recalled its financial assistance and demanded payment of the amounts outstanding under the financing documents or any of them as applicable and the lenders shall issue a written notice to the DISCOM to this effect.

11.4 In case of occurrence of an event of default as told out in clauses 11.2& 11.3 of this agreement, the non-defaulting party shall issue a default notice to the defaulting party in accordance with Article 14 of this agreement.

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(IPC), TGSPDCL,
Corporate Office, 6-1-50,
Mint Compound, Hyd-500004.

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ARTICLE12

DATA ACQUISITION SYSTEM & DAY-AHEAD SCHEDULES

12.1 The company shall establish data acquisition system with necessary communication facilities in line with TGTRANSCO procedures and ensure that the online data shall be completely integrated with State Load Dispatch Center (SLDC) within one month from date of COD. The company shall furnish block-wise availability on day ahead basis to SLDC and abide by the scheduling procedures as per the orders, regulations, policies, suo-motu orders, directions issued by the Indian Grid Code and State Grid Code, CEA, MNRE any other statutory government agency etc., from time to time.

12.2 The revision of declared capacity by the generator having two part tariff and requisition by beneficiary for the remaining period of the day shall be permitted with advance notice. Revised schedules/declared capacity in such cases shall become effective from the 4th time block, counting the time block in which the request for revision has been received to be the first one.

CHIEF ENGINEER
(IPC), TGSPDCL,
Corporate Office, 6-1-50,
Mint Compound, Hyd-500001

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ARTICLE 13
OTHERPROVISIONS

The company shall abide by the following conditions:

13.1 **Usage of Secondary Fuel:** Secondary fuel may be used for giving necessary support during the start-up operations only. The National Tariff Policy issued in January 2016, mandates the must-run status for the waste to energy projects and to demonstrate this requirement, the developer is required to maintain the records of such start-up operations including the secondary fuel consumption for such operations.

13.2 **Inspection of the Project regularly**: The DISCOM in whose jurisdiction, the project is located shall make an inspection of the power project regarding the usage of the fuel by a team of three engineers' once in four months and submit a report that no fossil fuel other than the MSW/RDF is being used as a fuel by the generator. Further, the DISCOMs shall ensure that the team which conducts the inspection in the next quarter shall not comprise of the same engineers' who had conducted the previous inspection. In other words, the team should comprise of different engineers' among its employees other than the engineers' who conducted the earlier inspection and a copy of the report prepared by such a team shall also be sent to the Commission for its perusal and verification.

If the company is found to be using coal, or biomass or diesel or any fossil fuel for running the power projects except for starting operations, the DISCOMs shall be at liberty to terminate the PPA with the generator by giving two months' notice or any period as per the suppliers' default covenant in this PPA entered into by a Developer/Generator with the DISCOM(S).

13.3 **Incentives**: Any incentives, interest rates, government grants, generation based incentives, CFA shall be passed on to DISCOM, as to be decided by TGERC.

13.4 **Scheduling and Dispatch**: The waste-to-energy power projects in the state of Telangana shall be treated as must-run stations, thus are not subjected to the Merit Order Dispatch. The generating company has to furnish the day-ahead schedule and maintain it. However, for the purpose of grid stability and discipline in the event of contingencies arise and when no other means

CHIEF ENGINEER
(IPC), TGSPDCL.

Hyderabad Waste Energy Solutions Private Limited

of grid discipline is available, the schedule can be changed by the State Load Dispatch Centre (SLDC) keeping in view the CERC (Indian Electricity Grid Code) Regulation, 2010 (as amended up-to-date) and CERC (Unscheduled Interchange and related matters), Regulations, 2009 including amendments thereto.

CHIEF ENGINEER
(IPC), TGSPDCL,
Corporate Office, 6-1-50,
Mint Compound, Hyd-500004.

Hyderabad MSW Energy Solutions Private Limited

ARTICLE14
DEFAULT

14.1 The company shall achieve COD as per approval of TGREDCO from time to time, default of which, the agreement is liable for termination and the same can be done at the option of DISCOM with due notice.

14.2 In the event, DISCOM commits a breach of any of the terms of this agreement, the company 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 DISCOM.

14.3 In the event, company commits a breach of any of the terms of this agreement, the DISCOM 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 the company.

14.4 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 the this agreement. If the default is not cured within 30 days thereafter, either party can terminate this agreement and can claim damages at its option.

14.5 In the event of cancellation of the project allotted to the company by TSGREDCO for any reason, the PPA with DISCOM will automatically stand cancelled.

CHIEF ENGINEER
(IPC), TGSPDCL,
Corporate Office, 6-1-50,
Mint Compound, Hyd-500001.

Hyderabad MSW Energy Solutions Private Limited

ARTICLE 15
DISPUTE RESOLUTION

15.1 Each party shall designate in writing to the other party a representative, who shall be authorized to resolve any dispute arising under this agreement in an equitable manner.

15.2 Following notice by one party to the other setting out the particulars of the dispute, if the designated representatives are unable to resolve a dispute under this agreement within 15 days, such dispute shall be referred by such representatives to a senior officer designated by the company and a senior officer designated by the TGSPDCL respectively, who shall attempt to resolve the dispute within a further period of 15 days.

15.3 The parties hereto agree to use their best efforts to attempt to resolve all disputes arising hereunder promptly, equitably and in good faith and further agree to provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any such dispute.

15.4 Failing resolution of the disputes in terms of above provisions or even otherwise, any party may approach the TGERC to adjudicate upon the dispute in terms of section 86(1)(f) of the Act, 2003.

CHIEF ENGINEER
(IPC), TGSPDCL,
Corporate Office, 6-1-50,
Mint Compound, Hyd-500004

MSH Energy Solutions Private Limited
Hyderabad

IN WITNESS WHEREOF, the Company and the DISCOM have caused this Agreement to be executed as of the date and the year first set forth above.

for and behalf of

SOUTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED

CHIEF ENGINEER (IPC), TGSPDCL, Corporate Office, 6-1-50, Mint Compound, Hyd-500004.

Witness by:

1.

2.

for and behalf of

M/s. HYDERABAD MSW ENERGY SOLUTIONS PRIVATE LIMITED

MSW Energy Solutions Private Limited Hyderabad

Witness by:

1. (CH. KARTHIK REDDY)

2. (D. Gopinath)

SCHEDULE-1

Particulars of the Project

(Referred to in the Preamble to the Agreement)

Name of the Project and Address	Injection Voltage	Interconnection Point/ Interconnection SS	Type of Project	Capacity of the Project
M/s. Hyderabad MSW Energy Solutions Pvt. Ltd., at Jawaharnagar (V), Kapra (M), Medchal District	132KV	400 KV Malkaram SS	RDF/MSW based	24MW*

(*)Out of which 2.64 MW (for RDF)/2.88 MW (for MSW) capacity is for auxiliary consumption and balance 21.36 MW (in case of RDF)/21.12 MW (in case of MSW) capacity is for export to grid for sale to DISCOM at Interconnection Point. Auxiliary Consumption is 11% of Installed Capacity (for RDF based power projects)/12% of Installed Capacity (for MSW *based power projects).*

SCHEDULE-2

TSREDCO Proceedings

(Ref: TSREDCO/HMESPL/2022-23 dated:14.03.2022)

SCHEDULE-3

TSREDCO Agreement

SCHEDULE-4

T.O.O.(CE-Construction-2)Ms.No.488,dated17.03.2012

Grid connectivity approval of TGTRANSCO vide Lr.No.CE/Comml&RAC/SE/DE/Comml/ADE-GC&CA/F-Jawhrnagr/D.No.82/25, dt:11.02.2025.

CHIEF ENGINEER
(IPC), TGSPDCL,
Corporate Office, 6-1-50,
Mint Compound, Hyd-500004.

Hyderabad MSW Energy Solutions Private Limited

Annexure II

GOVERNMENT OF TELANGANA

BOILERS DEPARTMENT

FORM V

[REGULATIONS 381 (c)]

PROVISIONAL ORDER UNDER SECTION 9 OF THE BOILERS ACT OF 1923

No : 01/2025-26

M/s. HYDERABAD MSW ENERGY SOLUTIONS PRIVATE LIMITED, Kapra(V) ,Kapra(M),Medchal(D) are hereby permitted to use the Assembled Boiler - High Risk With Registry No : F/R Boiler rating 6778.93 square meter, made by M/s. SHANGHAI INDUSTRIAL BOILER CO and bearing Maker's No : ME-005 at a maximum pressure of 46.00 Kilogram per Square Centimeter. pending the issue or refusal of a certificate within six months from the date hereof after which period this order will become void.

This PO is valid from 26/05/2025 to 25/11/2025

Remarks:Pending Registration & Steam test

Fee Paid: Rs. 264700/- on 12/02/2024

Dated: 29/05/2025

T.E of SPL :No F/R L= 1208 Mtrs Satisfcatory

SREENIVASA RAO MULLAPUDI

Digitally signed by SREENIVASA RAO MULLAPUDI
DN: c=IN, o=THE DIRECTOR OF BOILERS, ou=I/C DEPUTY CHIEF INSPECTOR OF BOILERS SPECIAL OFFICER, title=6dc3, 2.5.4.20=aad80da9735a24662f6c431cf418147bcd42822b4c89e0d7e6a0768aeff55463, postalCode=500013, st=TELANGANA, serialNumber=f0863f2ba06cef66bc5e9c9857025743ca6ecb2687d618d91a64ab097b697f6d, cn=SREENIVASA RAO MULLAPUDI
Date: 2025.05.29 15:07:11 +05'30'

Deputy Chief Inspector of Boilers (Special Officer), Hyderabad

N.B :- This order must be produced on demand by any authorised person and surrendered to the Director of Boilers on receipt of order.

GOVERNMENT OF TELANGANA

BOILERS DEPARTMENT

FORM V

[REGULATIONS 381 (c)]

PROVISIONAL ORDER UNDER SECTION 9 OF THE BOILERS ACT OF 1923

No : 02/2025-26

M/s. HYDERABAD MSW ENERGY SOLUTIONS PRIVATE LIMITED, Kapra(V) ,Kapra(M),Medchal(D) are hereby permitted to use the Assembled Boiler - High Risk With Registry No : F/R Boiler rating 6778.93 square meter, made by M/s. SHANGHAI INDUSTRIAL BOILER CO and bearing Maker's No : ME-006 at a maximum pressure of 46.00 Kilogram per Square Centimeter. pending the issue or refusal of a certificate within six months from the date hereof after which period this order will become void.

This PO is valid from 26/05/2025 to 25/11/2025

Remarks:Pending Registration & Steam test

Fee Paid: Rs. 264700/- on 12/02/2024

Dated: 29/05/2025

T.E of SPL :No F/R, L=1208 Mtrs Satisfactory (Connected to ME-005)

SREENIVASA RAO MULLAPUDI

Digitally signed by SREENIVASA RAO MULLAPUDI
DN: c=IN, o=THE DIRECTOR OF BOILERS, ou=I/C DEPUTY CHIEF INSPECTOR OF BOILERS SPECIAL OFFICER, title=6dc3, 2.5.4.20=aad80da9735a24662f6c431cf418147bcd42822b4c89e0d7e6a0768aeff55463, postalCode=500013, st=TELANGANA, serialNumber=f0863f2ba06cef66bc5e9c9857025743ca6ecb2687d618d91a64ab097b697f6d, cn=SREENIVASA RAO MULLAPUDI
Date: 2025.05.29 15:15:19 +05'30'

Deputy Chief Inspector of Boilers (Special Officer), Hyderabad

N.B :- This order must be produced on demand by any authorised person and surrendered to the Director of Boilers on receipt of order.

Annexure III

HYDERABAD
ON MISSION TOMORROW

GREATER HYDERABAD MUNICIPAL CORPORATION

Municipal Complex, Lower Tankbund Road, Hyderabad – 500 063

From
The Commissioner,
Greater Hyderabad Municipal Corporation,
1st floor, CC Complex,
Lower Tankbund Road, Hyderabad.

To
The Chief Engineer/ IPC,
Southern Power Distribution Company of Telangana Ltd,
Corporate Office, 6-1-50, Mint Compound,
Hyderabad- 5000063.

Lr.No.SWM/0031/2015/EE-SWM/02

Dated: 09 . 06.2025

Sir,

Sub : GHMC- SWM – Sri Venkateshwara Green Power Projects Ltd for setting up 14 MW capacity Waste to Energy plant at Yacharam- Extension of time for entering PPA and enhancement of capacity - Reg.

Ref :
1. Lr no SVGPPL/GHMC/290525/01 dated 29.05.2025 of SVGPPL
2. Lr no CE(IPC)/DE(IPC)/F, SVGPPL/D.No.1662/ 2024-25 dated:14.02.2025
3. Agreement between GHMC & M/s.SVGPPL dated 10.11.2010
4. Lr.No.147/AC(H&S)/SWM/GHMC/2019 dated 03.10.2019 to SVGPPL
5. Lr.No.147/AC(H&S)/SWM/GHMC/2019 dated 25.04.2020 to SVGPPL

*****

It is to bring to your notice that, vide reference 1st cited, Sri Venkateshwara Green Power Project Ltd while citing your letter at reference 2nd cited wherein the agency was requested to furnish certain document, has requested GHMC to grant extension of time for entering Power Purchase Agreement with TGSPDCL. Further, it was also requested to grant approval for enhancing the capacity of the proposed Waste to Energy plant from 12 MW to 14 MW.

In this regard, it is to inform you that the existing agreement between GHMC and M/s SVGPPL dated 10.11.2010 is valid. GHMC has also issued a letter dated 03.10.2019 to M/s SVGPPL assuring supply of 700 Tons per day of MSW. This commitment was reiterated by GHMC vide letter dated 25.04.2020.

Further, GHMC hereby issues No Objection for enhancing the capacity of the proposed WTE plant from 12MW to 14MW and for execution of Power Purchase Agreement between SVGPPL & TGSPDCL.

The above details are furnished for taking further necessary action as per rules on the request for M/s Sri Venkateshwara Green Power Projects Ltd for processing Power Purchase Agreement (PPA) for the enhanced capacity of 14 MW Waste to Energy Plant.

Yours faithfully,

Encl: **References**

Commissioner, GHMC

Copy to the Managing Director, Sri Venkateshwara Green Power Projects Ltd.

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL SOUTHERN ZONE, CHENNAI

O.A. NO. 199 of 2021 (SZ)

IN THE MATTER OF:
Sri. Shankar Narayanan Bala Krishnan,
Telangana and Ors
...Applicants

Versus

State of Telangana and Ors
...Respondentss

Report filed by 6th Respondent

D.Sreenivasan
V.Jaiharisudhan

Counsel for the 6th Respondent