

GOVERNMENT OF ANDHRA PRADESH
ABSTRACT

Energy Department – Amendment to operational guidelines of the Andhra Pradesh Integrated Clean Energy Policy, 2024 – Approved - Orders - Issued.

ENERGY (POWER-II) DEPARTMENT

G.O.MS.No. 18

Dated: 24-03-2026

Read the following:

1. G.O.Ms.No.37, Energy (Power-II) Department, dated:30-10-2024.
2. G.O.Ms.No.26, Energy (Power-II) Department, dated:28-02-2025.
3. G.O.Ms. No. 4, Energy (Power-II) Dept., dated 12.01.2026
4. From the Vice Chairman & Managing Director, New and Renewable Energy Development Corporation of Andhra Pradesh (NREDCAP), Ref:NREDCAP/WE/AP ICE 2024/OG/2026, dt:11-02-2026

>>>@<<<

ORDER:

In the G.O. 1st read above, Government have notified the Andhra Pradesh Integrated Clean Energy Policy, 2024 for promotion of Renewable Energy projects in the State.

2. In G.O. 2nd read above, Government have issued operational guidelines for Andhra Pradesh Integrated Clean Energy Policy, 2024.

3. In the G.O. 3rd read above, Government have issued certain amendments to the Andhra Pradesh Integrated Clean Energy Policy, 2024.

4. In the reference 4th read above, the Vice Chairman & Managing Director, New and Renewable Energy Development Corporation of Andhra Pradesh (NREDCAP) has requested the Government to revise and align the Operational Guidelines with the updated Policy framework.

5. Government, after careful examination of the matter, hereby approve the proposed amendments to operational guidelines of the Andhra Pradesh Integrated Clean Energy Policy, 2024 as detailed in the Annexures appended to this G.O.

6. The Chairman & Managing Directors, APEPDCL/APCPDCL/APSPDCL (Visakhapatnam / Vijayawada / Tirupati) and the Vice Chairman & Managing Director, New and Renewable Energy Development Corporation of Andhra Pradesh (NREDCAP), the CEO & Managing Director, Andhra Pradesh Solar Power Corporation Limited, Tadepalli, Guntur District shall take necessary action accordingly.

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

K. VIJAYANAND
SPECIAL CHIEF SECRETARY TO GOVT. (FAC)

To

The Vice Chairman & Managing Director, NREDCAP, Tadepalli.

The Chairman & Managing Director, APTRANSCO, Vidyuth Soudha, Vijayawada.
The Managing Director, Andhra Pradesh Power Generation Corporation Limited,
Vijayawada.

The CEO & Managing Director, Andhra Pradesh Solar Power Corporation Limited,
Tadepalli, Guntur District.

The Chairman & Managing Director, APSPDCL, Tirupati.

The Chairman & Managing Director, APCPDCL, Vijayawada.

The Chairman & Managing Director, APEPDCL, Visakhapatnam.

The Special Chief Secretary to Govt., Revenue Department.

The Special Chief Secretary to Govt., Finance Department.

The Secretary to Govt., Industries & Commerce Department.

The Special Chief Secretary to Govt., Water Resources Department.

Copy to:

The P.S to Secretary to C.M.

The O.S.D. to Minister for Energy.

The P.S. to Principal Secretary to Govt., Finance Department.

The P.S to Special Chief Secretary to Govt., Energy Department.

The Secretary, Ministry of New & Renewable Energy (MNRE), GoI, New Delhi.

The Secretary, Ministry of Power, GoI, New Delhi.

SF/ SCs(Computer No. 3082619)

//FORWARDED:: BY ORDER//

SECTION OFFICER

Annexure to G.O.Ms.No.18, Energy (Power-II) Department, dated:24-03-2026

Annexure I

Amendments to AP ICE Policy 2024 - Operational Guidelines

Sl. No.	Section/Clause	Existing Provision in the Annexure to G.O.Ms.No.26, Energy (Power-II) Department, Dt.28-02-2025.	Amendment
1	Clause 2 of Operational Guidelines under AP ICE policy 2024	<p>Advanced Biofuels means</p> <p>1.Produced from lignocelluloses feedstocks (i.e., agricultural and forestry residues, e.g., rice & wheat straw/corn cobs & Stover/ bagasse, woody biomass), non-food energy crops (i.e., grass, algae), animal dung or industrial waste and residue streams, or any combination of above feedstock.</p> <p>2.Having low CO2 emission or high GHG reduction and do not compete with food crops for land use. Fuels such as Second Generation (2G) Ethanol, non-edible tree borne oils, short gestation non-edible oil rich crops; green diesel from renewable sources and Industrial waste, bio fuels produced from synthesis (syn) gas, drop-in fuels from renewable sources and industrial waste, algae based 3G bio fuels, halophytes-based bio-fuels, bio-CNG, bio-methanol derived from black liquor and paper pulp, Di Methyl Ether (DME) derived from bio-methanol, bio-hydrogen, drop-in-fuels from MSW resource/feedstock material.</p>	<p>Advanced Biofuels means</p> <p>1.Produced from 2G lignocelluloses feedstocks (i.e., agricultural and forestry residues, e.g., rice & wheat straw/corn cobs & Stover/ bagasse, woody biomass), non-food energy crops (i.e., grass, algae), animal dung or industrial waste and residue streams, or any combination of above feedstock.</p> <p>2.Having low CO2 emission or high GHG reduction and do not compete with food crops for land use. Fuels such as Second Generation (2G) Ethanol, non-edible tree borne oils, short gestation non-edible oil rich crops; green diesel from renewable sources and Industrial waste, bio fuels produced from synthesis (syn) gas, drop-in fuels from renewable sources and industrial waste, algae based 3G bio fuels, halophytes-based bio-fuels, bio-CNG, bio-methanol & SAF (Sustainable Aviation Fuel) derived from biomass, black liquor, paper pulp or Biogenic CO2, Di Methyl Ether (DME) derived from bio-methanol, bio-hydrogen, drop-in-fuels from MSW resource/feedstock material.</p>
2	Clause 2 of Operational Guidelines under AP ICE policy 2024	<p>Green Hydrogen& its derivatives shall be Green Hydrogen, Green Ammonia, and Green Methanol or any fuel derived from Green Hydrogen, which are produced by the process of electrolysis using renewable energy and by conversion of Biomass using pyrolysis of biogas or other biomass products. Renewable energy also includes such electricity generated from renewable sources which is</p>	<p>Green Hydrogen & its derivatives shall be Green Hydrogen, Green Ammonia, and Green Methanol or any fuel derived from Green Hydrogen, which are produced by the process of electrolysis using renewable energy and by conversion of Biomass using Gasification/Pyrolysis or reforming of Biogas or Biogenic CO2. Renewable energy also includes such electricity generated</p>

Sl. No.	Section/Clause	Existing Provision in the Annexure to G.O.Ms.No.26, Energy (Power-II) Department, Dt.28-02-2025.	Amendment
		stored in an energy storage system or banked with the grid in accordance with applicable regulations.	from renewable sources which is stored in an energy storage system or banked with the grid in accordance with applicable regulations.
3	Clause 2 of Operational Guidelines under AP ICE policy 2024		Affiliate means, in relation to any specified entity, (a) the ownership, directly or indirectly, of more than 51% of the voting shares of such entity; and (b) the power, directly or indirectly, to direct or influence the management and policies of such entity by operation of law, contract or otherwise.
4	Clause 2 of Operational Guidelines under AP ICE policy 2024		Insurance Surety Bond means the irrevocable surety bond from Insurer as per the guidelines issued by the Insurance Regulatory and Development Authority of India (IRDAI).
5	8. Grid Connectivity & Power Evacuation Facility	f. Developer shall submit unconditional Bank Guarantee within 30days from the date of receipt of this connectivity permit for Rs. 5 Lakh/MW for first 12 months and thereafter Rs. 10 Lakh/MW till date of commissioning failing which this permit shall stand cancelled without intimation. STU shall provide connectivity agreement to the Developer upon submission of PBG.	f. Developer shall submit unconditional Bank Guarantee/ Insurance Surety Bond within 30 days from the date of receipt of this connectivity permit for Rs. 5 Lakh/MW for first 12 months and thereafter Rs. 10 Lakh/MW till date of commissioning failing which this permit shall stand cancelled without intimation. STU shall provide connectivity agreement to the Developer upon submission of PBG/ Insurance Surety Bond .
6	16.10 Implementation Agreement for Pumped Storage Projects ARTICLE 4 PERFORMANCE BANK GUARANTEE	ARTICLE 4 PERFORMANCE BANK GUARANTEE a) For the due and satisfactory performance of its obligations under the Agreement, the Developer has submitted an irrevocable Bank Guarantee towards Performance Guarantee No. _____ dated _____ for an amount of INR _____/- and	ARTICLE 4 PERFORMANCE BANK GUARANTEE/ INSURANCE SURETY BOND a) For the due and satisfactory performance of its obligations under the Agreement, the Developer has submitted an irrevocable Bank Guarantee/ Insurance Surety Bond towards Performance Guarantee No./ Insurance

Sl. No.	Section/Clause	Existing Provision in the Annexure to G.O.Ms.No.26, Energy (Power-II) Department, Dt.28-02-2025.	Amendment
		<p>valid upto _____ for a period of four years (48 months)</p> <p>b) In all cases where the Project is not completed within forty-eight months and the Agreement is not terminated for any reason, including extensions of time with penalties as per Article 3 or any other reasons provided in the Agreement, it shall be the responsibility of the Developer to extend the Bank Guarantee within 30 (thirty) days of expiry of forty-eight months. Failing this, the Agreement shall be deemed to have expired or been terminated at the end of the forty-eighth month, irrespective of the progress made in the Project Completion.</p>	<p>Surety Bond No. _____ dated _____ for an amount of INR _____/- and valid upto _____ for a period of six years (72 months)</p> <p>b) In all cases where the Project is not completed within seventy-two months and the Agreement is not terminated for any reason, including extensions of time with penalties as per Article 3 or any other reasons provided in the Agreement, it shall be the responsibility of the Developer to extend the Bank Guarantee/ Insurance Surety bond within 30 (thirty) days of expiry of seventy-two months. Failing this, the Agreement shall be deemed to have expired or been terminated at the end of the seventy-two month period, irrespective of the progress made in the Project Completion.</p>
7	<p>16.11 Implementation Agreement for Mini and Small Hydro Projects</p> <p>ARTICLE 4 PERFORMANCE BANK GUARANTEE</p>	<p>ARTICLE 4 PERFORMANCE BANK GUARANTEE</p> <p>a) For the due and satisfactory performance of its obligations under the Agreement, the Developer has submitted an irrevocable Bank Guarantee towards Performance Guarantee No. _____ dated _____ for an amount of INR _____/- and valid upto _____ for a period of three years (36 months)</p> <p>b) In all cases where the Project is not completed within thirty-six months and the Agreement is not terminated for any reason, including extensions of time with penalties as per Article 3 or any other reasons provided in the Agreement, it shall be the</p>	<p>ARTICLE 4 PERFORMANCE BANK GUARANTEE/ INSURANCE SURETY BOND</p> <p>a) For the due and satisfactory performance of its obligations under the Agreement, the Developer has submitted an irrevocable Bank Guarantee/ Insurance Surety Bond towards Performance Guarantee No./ Insurance Surety Bond No. _____ dated _____ for an amount of INR _____/- and valid upto _____ for a period of three years (36 months)</p> <p>b) In all cases where the Project is not completed within thirty-six months and the Agreement is not terminated for any reason, including extensions</p>

Sl. No.	Section/Clause	Existing Provision in the Annexure to G.O.Ms.No.26, Energy (Power-II) Department, Dt.28-02-2025.	Amendment
		<p>responsibility of the Developer to extend the Bank Guarantee within 30 (thirty) days of expiry of thirty-six months. Failing this, the Agreement shall be deemed to have expired or been terminated at the end of the thirty-sixth month, irrespective of the progress made in the Project Completion.</p>	<p>of time with penalties as per Article 3 or any other reasons provided in the Agreement, it shall be the responsibility of the Developer to extend the Bank Guarantee/ Insurance surety bond within 30 (thirty) days of expiry of thirty-six months. Failing this, the Agreement shall be deemed to have expired or been terminated at the end of the thirty-sixth month, irrespective of the progress made in the Project Completion.</p>
8	<p>ARTICLE 3 PROJECT COMPLETION AND OPERATION 3.3 Delays in Project Completion of Operational Guidelines</p> <p>16.7 Implementation Agreement for Solar Power Projects</p> <p>16.8 Implementation Agreement for Wind Power</p> <p>16.9 Implementation Agreement for Wind-Solar Hybrid</p> <p>16.10 Implementation Agreement for Pumped Storage Projects</p>	<p>e) In case part capacity is commissioned on or before Scheduled CoD, the remaining capacity shall be cancelled, and the Performance Bank Guarantee of uncommissioned capacity shall be encashed /forfeited. The incentives shall be availed only for the commissioned capacity.</p> <p>f) In case part capacity is commissioned beyond Scheduled CoD (after availing timeline extension during Allotment phase and/or Project Construction phase), the uncommissioned capacity shall be cancelled, and the Performance Bank Guarantee of uncommissioned capacity shall be encashed /forfeited. The incentives shall be availed only for the commissioned capacity.</p>	<p>e) In case part capacity is commissioned on or before Scheduled CoD, the remaining capacity shall be cancelled, and the Performance Bank Guarantee/ Insurance Surety Bond of uncommissioned capacity shall be encashed/ forfeited. The incentives shall be availed only for the commissioned capacity.</p> <p>f) In case part capacity is commissioned beyond Scheduled CoD (after availing timeline extension during Allotment phase and/or Project Construction phase), the uncommissioned capacity shall be cancelled, and the Performance Bank Guarantee/ Insurance Surety Bond of uncommissioned capacity shall be encashed/ forfeited. The incentives shall be availed only for the commissioned capacity.</p>

Sl. No.	Section/Clause	Existing Provision in the Annexure to G.O.Ms.No.26, Energy (Power-II) Department, Dt.28-02-2025.	Amendment
	16.11 Implementation Agreement for Mini and Small Hydro Projects		
9	<p>ARTICLE 4 PERFORMANCE BANK GUARANTEE (Solar, Wind, Wind-Solar Hybrid)</p> <p>16.7 Implementation Agreement for Solar Power Projects</p> <p>16.8 Implementation Agreement for Wind Power</p> <p>16.9 Implementation Agreement for Wind-Solar Hybrid</p>	<p>ARTICLE 4 PERFORMANCE BANK GUARANTEE</p> <p>a) For the due and satisfactory performance of its obligations under the Agreement, the Developer has submitted an irrevocable Bank Guarantee towards Performance Guarantee No. _____ dated _____ for an amount of INR _____/- and valid upto _____ for a period of two years (24 months)</p> <p>b) In all cases where the Project is not completed within twenty-four months and the Agreement is not terminated for any reason, including extensions of time with penalties as per Article 3 or any other reasons provided in the Agreement, it shall be the responsibility of the Developer to extend the Bank Guarantee within 30 (thirty) days of expiry of twenty-four months. Failing this, the Agreement shall be deemed to have expired or been terminated at the end of the twenty-fourth month, irrespective of the progress made in the Project Completion.</p>	<p>ARTICLE 4 PERFORMANCE BANK GUARANTEE/ INSURANCE SURETY BOND</p> <p>a) For the due and satisfactory performance of its obligations under the Agreement, the Developer has submitted an irrevocable Bank Guarantee/ Insurance Surety Bond towards Performance Guarantee No./ Insurance Surety Bond No. _____ dated _____ for an amount of INR _____/- and valid upto _____ for a period of [two years (24 months) if capacity is not more than 1,000 MW or two and a half years (30 months) if capacity is more than 1,000 MW].</p> <p>b) In all cases where the Project is not completed within the timeline and the Agreement is not terminated for any reason, including extensions of time with penalties as per Article 3 or any other reasons provided in the Agreement, it shall be the responsibility of the Developer to extend the Bank Guarantee/ Insurance Surety Bond within 30 (thirty) days of expiry of the mentioned timeline. Failing this, the Agreement shall be deemed to have expired or been terminated at the end of the [twenty-fourth/ thirtieth month (depending on the project capacity)].</p>

Sl. No.	Section/Clause	Existing Provision in the Annexure to G.O.Ms.No.26, Energy (Power-II) Department, Dt.28-02-2025.	Amendment
			irrespective of the progress made in the Project Completion.
10	<p>ARTICLE 3</p> <p>16.14 Capacity Transfer Agreement-Solar</p> <p>16.15 Capacity Transfer Agreement-Wind</p> <p>16.16 Capacity Transfer Agreement-Wind-Solar hybrid</p> <p>16.17 Capacity Transfer Agreement-Pumped Storage Projects</p> <p>16.18 Capacity Transfer Agreement-Mini and Small Hydro Projects</p>	<p>PERFORMANCE BANK GUARANTEE</p> <p>The Performance Bank Guarantee submitted by the Customer/Developer, and subsequently renewed as necessary, shall be proportionately applicable to this Project. It is the Customer's responsibility to ensure the extension of the Performance Bank Guarantee prior to its expiration, as per Article 4 of the Principal Agreement. NREDCAP shall not issue any notice regarding this extension, in accordance with the stipulations and conditions outlined in Article 4 of the Principal Agreement.</p>	<p>PERFORMANCE BANK GUARANTEE/ INSURANCE SURETY BOND</p> <p>The Performance Bank Guarantee/ INSURANCE SURETY BOND submitted by the Customer/Developer, and subsequently renewed as necessary, shall be proportionately applicable to this Project. It is the Customer's responsibility to ensure the extension of the Performance Bank Guarantee/ INSURANCE SURETY BOND prior to its expiration, as per Article 4 of the Principal Agreement. NREDCAP shall not issue any notice regarding this extension, in accordance with the stipulations and conditions outlined in Article 4 of the Principal Agreement.</p>
11	16.19. Summary of Applicable Fees & Charges	3. Performance Bank Guarantee	3. Performance Bank Guarantee/ Insurance Surety Bond
12	13. Project Timeline Extension		<p>New clause addition</p> <p>f. In cases where project commissioning is delayed solely due to delay in readiness of grid connectivity and evacuation infrastructure, same shall be treated as delay beyond the control of the developer. The time extension of the scheduled COD shall be granted on case-to-case basis without any additional fees. The land lease tenure shall also</p>

Sl. No.	Section/Clause	Existing Provision in the Annexure to G.O.Ms.No.26, Energy (Power-II) Department, Dt.28-02-2025.	Amendment
			<p>be extended accordingly for the same duration. This shall be applicable for all the Clean Energy Projects covered under the policy.</p> <p>g. For PSP projects proposed on forest land or in regions governed by the Panchayats (Extension to Scheduled Areas) Act (PESA), where delays occur due to challenges in land acquisition, surveys, statutory clearances, or other pre-operative activities, an extension of the Scheduled COD may be granted without levy of any fee(s). In such cases, the developer shall submit a formal application along with detailed justification. NREDCAP shall evaluate and approve such requests on a case-to-case basis.</p>
13	<p>16. Annexures</p> <p>16.1. Application Format for Clean Energy Projects</p> <p>16.1.1. Application for Solar, Wind and Wind-Solar Hybrid Projects</p> <p>16.1.2. Application for Pumped Storage Projects</p> <p>16.1.3. Application for Mini and Small Hydro</p> <p>16.1.4. Application for</p>	<p>Note: The application completed in all respects along with related documents and non-refundable processing fee shall be considered as final submission of application. The capacity allotment or rejection of the proposal based on fulfilling the Technical and Financial criteria shall be at the sole discretion of NREDCAP/GoAP and the decision of NREDCAP/GoAP is final and binding.</p>	<p>Note: The application completed in all respects along with related documents and non-refundable processing fee shall be considered as final submission of application. The capacity allotment or rejection of the proposal based on fulfilling the Technical and Financial criteria shall be at the sole discretion of NREDCAP/GoAP and the decision of NREDCAP/GoAP is final and binding. The Project Developer may seek qualification on the basis of technical and financial credentials of an Affiliate/subsidiary(ies)/parent entity.</p>

Sl. No.	Section/Clause	Existing Provision in the Annexure to G.O.Ms.No.26, Energy (Power-II) Department, Dt.28-02-2025.	Amendment
	<p>Battery Energy Storage Systems</p> <p>16.1.6. Application for Green Hydrogen& Its Derivatives</p> <p>16.1.7. Application for Biofuels</p> <p>16.2. Application for RE Manufacturing Projects</p> <p>16.3. Application for Capacity, SPV, Project, Location Transfer and Name Change</p> <p>16.4. Application for Migration of Projects to AP ICE Policy 2024</p>		
14	<p>16.7 Implementation Agreement for Solar Power Projects</p> <p>16.8 Implementation Agreement for Wind Power</p> <p>16.9 Implementation Agreement for Wind-Solar Hybrid</p> <p>16.10 Implementation Agreement for Pumped Storage Projects</p>	<p>a) Save and except as otherwise provided in this Agreement, in case of any default by the Developer, NREDCAP shall have the right to terminate this Agreement with thirty (30) days advance notice.</p> <p>b) Upon Termination under Clause (a) above, NREDCAP shall have no obligation to compensate the Developer in any manner.</p>	<p>a) Save and except as otherwise provided in this Agreement, in case of any default by the Developer, NREDCAP shall have the right to deliver a notice stating its intention to terminate this Agreement (Preliminary Default Notice).</p> <p>b) Following the issue of a Preliminary Default Notice, and within the Consultation Period of ninety (90) days, it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.</p> <p>c) During the Consultation Period, the Parties shall</p>

Sl. No.	Section/Clause	Existing Provision in the Annexure to G.O.Ms.No.26, Energy (Power-II) Department, Dt.28-02-2025.	Amendment
	<p>16.11 Implementation Agreement for Mini and Small Hydro Projects</p> <p>Article 7 of Operational Guidelines under AP ICE policy 2024</p> <p>7.1 Event of Default and Termination</p>		<p>continue to perform their respective obligations under this Agreement.</p> <p>d) Within a period of seven (7) days following the expiry of the Consultation Period, unless the Parties shall have otherwise agreed to the contrary or the Event of Default by Developer giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, NREDCAP may terminate this Agreement with thirty (30) days advance notice.</p> <p>e) Upon Termination, NREDCAP shall have no obligation to compensate the Developer in any manner.</p>
15	<p>Clause 12(d) of Operational Guidelines under AP ICE Policy 2024</p> <p>16.7 Implementation Agreement for Solar Power Projects Article 5 Obligations of Developer, n.iv</p> <p>16.8 Implementation Agreement for Wind Power Article 5 Obligations of Developer, p.iv</p> <p>16.9 Implementation Agreement for Wind-Solar Hybrid</p>	<p>Further, the Developer/ Transferee shall pay the associated transfer fee to the SNA. Upon payment of transfer fee, the SNA shall provide the transfer approval wherever applicable.</p>	<p>Further, the Transferee shall pay the associated transfer fee to the SNA. Upon payment of transfer fee, the SNA shall provide the transfer approval wherever applicable.</p>

Sl. No.	Section/Clause	Existing Provision in the Annexure to G.O.Ms.No.26, Energy (Power-II) Department, Dt.28-02-2025.	Amendment
	<p>Article 5 Obligations of Developer, p.iv</p> <p>16.10 Implementation Agreement for Pumped Storage Projects Article 5 Obligations of Developer, o.iv</p> <p>16.11 Implementation Agreement for Mini and Small Hydro Projects Article 5 Obligations of Developer, n.iv</p>		
16	<p>Clause 12(h) of Operational Guidelines under AP ICE Policy 2024</p> <p>16.7 Implementation Agreement for Solar Power Projects Article 5 Obligations of Developer, n.vi</p> <p>16.8 Implementation Agreement for Wind Power Article 5 Obligations of Developer, p.vi</p> <p>16.9 Implementation Agreement for Wind-Solar Hybrid</p>	Transfer fee and Bank Guarantee (BG) can be paid by either party – transferee or transferor.	Transfer fee and Bank Guarantee (BG) shall be paid by the transferee.

Sl. No.	Section/Clause	Existing Provision in the Annexure to G.O.Ms.No.26, Energy (Power-II) Department, Dt.28-02-2025.	Amendment
	<p>Article 5 Obligations of Developer, p.vi</p> <p>16.10 Implementation Agreement for Pumped Storage Projects Article 5 Obligations of Developer, o.vi</p> <p>16.11 Implementation Agreement for Mini and Small Hydro Projects Article 5 Obligations of Developer, n.vi</p>		
17	AP ICE POLICY OPERATIONAL GUIDELINES - 7.5.e Process for Land Allotment	Any biofuel projects proposed by a new Developer within the vicinity of existing operational or under-construction projects (within a radius of 25 KMs) shall not be considered for land allotment. However, if the project is proposed by the existing Developer (within a radius of 25 KMs), then the proposed project shall be considered for land allotment	Any biofuel projects proposed by a new Developer within the vicinity of existing operational or under-construction projects (within a radius of 20 kms) shall not be permitted. However, if the new Developer obtains a No Objection Certificate (NOC) from the existing project Developer (within a radius of 20 kms), then NREDCAP may consider the proposed project for land allotment. If the project is proposed by the existing Developer (within a radius of 20 km), then the proposed project shall be permitted and considered for land allotment.
18	Clause 15.2.1 of Operational Guidelines under AP ICE policy 2024	Green Hydrogen - 25% on plant and equipment cost of electrolyzer stack (maximum of INR 1 Cr. per MW or INR 1 Cr. per 1,400 TPA)	Green Hydrogen - 25% on plant and equipment cost of electrolyzer stack (maximum of INR 1 Cr. per MW or INR 1 Cr. per 140 TPA)
19	Operational Guidelines 6.3. Approvals & Clearances	e. i. State Corporations, Dist. Headquarters, Private commercial buildings /apartments /societies (>500 flats/ houses): A maximum of 30 stations	e. i. State Corporations, Dist. Headquarters, Private commercial buildings /apartments /societies (> 250 flats/ houses): A maximum of 30 stations

Sl. No.	Section/Clause	Existing Provision in the Annexure to G.O.Ms.No.26, Energy (Power-II) Department, Dt.28-02-2025.	Amendment
20	ARTICLE 3 PROJECT COMPLETION AND OPERATION (PSP) Of Operational Guidelines	a7 - Financial Closure – 12 months b4 - Scheduled COD of the Project – 48 months	a7 - Financial Closure – 24 months b4 - Scheduled COD of the Project – 72 months
21	ARTICLE 3 3.2 Project Completion Period (Pumped Storage Projects) of Operational Guidelines	The Project Completion shall be as per the Project Completion Timeline mentioned in Article 3 of this agreement i.e. 48 months from the Date of Allotment/ LOA for Pumped Storage Projects.	The Project Completion shall be as per the Project Completion Timeline mentioned in Article 3 of this agreement, i.e., 72 months from the Date of Allotment/ LOA for Pumped Storage Projects.
22	ARTICLE 3 PROJECT COMPLETION AND OPERATION 3.1 Project Completion Timeline (Solar, Wind, Wind-Solar Hybrid) Of Operational Guidelines	b4 - Scheduled COD of the Project – 24 months	b4 - Scheduled COD of the Project – 24 months where the capacity allotted to the Developer is not more than 1,000 MW; 30 Months, where the capacity allotted to the Developer is more than 1,000 MW.
23	ARTICLE 3 PROJECT COMPLETION AND OPERATION 3.2 Project Completion Period (Solar, Wind, Wind-Solar Hybrid) of Operational Guidelines	The Project Completion shall be as per the Project Completion Timeline mentioned in Article 3 of this agreement i.e. 24 months from the Date of Allotment/ LOA	The Project Completion shall be as per the Project Completion Timeline mentioned in Article 3 of this agreement, i.e., 24 months from the Date of Allotment/ LOA where the capacity allotted to the Developer is not more than 1,000 MW; 30 Months, where the capacity allotted to the Developer is more than 1,000 MW
24	16. Annexures 16.1.1 Application for Solar, Wind and Wind-Solar Hybrid Projects	PLANNED DURATION FOR COMPLETION OF THE PROJECT (in Months – Not greater than 24 months)	PLANNED DURATION FOR COMPLETION OF THE PROJECT (in Months – Not greater than 24 months for Projects upto 1,000 MW and 30 months for Projects > 1,000 MW)
25	15.5. Reimbursement of SGST of	Solar Rooftop* - 100% SGST on SRT projects implemented for domestic/residential consumers under PM Surya Ghar scheme.	Deleted

Sl. No.	Section/Clause	Existing Provision in the Annexure to G.O.Ms.No.26, Energy (Power-II) Department, Dt.28-02-2025.	Amendment
	Operational Guidelines	Benefit of reimbursement of SGST shall be provided to the end consumer (residential/ domestic). * Note: Only the end consumers (residential / domestic) installing solar rooftops shall be eligible to avail the SGST reimbursement, and developers shall not be entitled to this benefit. The process to avail SGST subsidy is given in Section15.5.2	
26	15.5.2. Subsidy to End-Consumers for Installation of Solar Rooftops of Operational Guidelines	The end consumer (residential/ domestic) shall receive the benefit of SGST subsidy on installation of Solar Rooftops as a part of PM Surya Ghar: Muft Bijli Yojana. The process to claim SGST subsidy is provided below: a. Installation and Payment: The Developer shall install the Solar Rooftop system at the consumer's premises. 54 b. SGST Payment to GoAP by Developer: The Developer will remit the SGST amount to the GoAP as required under applicable tax regulations. The consumer shall pay the invoice amount (including SGST) to the Developer. c. Claiming of Subsidy: The consumer shall claim the subsidy by applying through the Unified/ Single Desk Portal, providing all necessary details and supporting documents (as per Annexure – 16.32). d. Subsidy Disbursement: Upon successful verification of the application by SNA, SGST amount shall be disbursed by SNA to the end consumer.	Deleted
27	15.6. Reimbursement of Electricity Duty and Open Access Charges	*100% SGST in the form of subsidy on SRT Projects implemented for domestic/residential consumers under PM Surya Ghar Scheme	Deleted
28	16.32. Application Form for Claiming SGST Subsidy for Solar Rooftop Projects of	1. Applicant Details 2. Installation Details 3. Developer Details 4. Payment Details 5. Bank Details for Subsidy 6. Declaration	Deleted

Sl. No.	Section/Clause	Existing Provision in the Annexure to G.O.Ms.No.26, Energy (Power-II) Department, Dt.28-02-2025.	Amendment
	Operational Guidelines		
29	16.19. Summary of Applicable Fees & Charges 11.Land Lease Charges (Rev/ Govt./ Pvt/ Patta land) (Annually)	BESS- NA	BESS - INR 31,000/ Acre /Year @5% escalation every 2 years
30	16.19. Summary of Applicable Fees & Charges 12.Remittance to GoAP – from land lease (Annual fee for Rev/ Govt.)	BESS- NA	BESS - INR 31,000/ Acre /Year
31	16.19. Summary of Applicable Fees & Charges 13.Remittance to NREDCAP from land lease (Annual fee for Pvt/ Patta land)	BESS- NA	BESS - INR 1,000/ Acre /Year
32	16.19. Summary of Applicable Fees & Charges of Operational Guidelines	Transfer/ Name Change fee** **SNA will examine and submit the proposals with recommendations to Energy department. Thereafter, the Energy department shall place the proposals before SIPC, SIPB and GoAP to seek approval. The final decision to approve any such requests will rest with the Government of Andhra Pradesh.	Transfer/ Name Change fee** **SNA will examine and submit the proposals with recommendations to Energy department. Thereafter, the Energy department shall place the proposals before SIPC, SIPB and GoAP to seek approval. The final decision to approve any such requests will rest with the Government of Andhra Pradesh. However, Project/SPV transfer in part/full capacity shall be allowed for multiple times to 100% subsidiary(ies)/ parent entity/ Affiliate at any stage of the Project by NREDCAP without any levy of Transfer Fee. Further, in case of Transfer/ Name Change of the project,

Sl. No.	Section/Clause	Existing Provision in the Annexure to G.O.Ms.No.26, Energy (Power-II) Department, Dt.28-02-2025.	Amendment
			NREDCAP will allow it after one year of commissioning. A fee of INR 25,000/MW shall be levied, subject to a ceiling of INR 5,00,000.
33	14.Fees and Charges	ii. Capacity Transfer/ SPV Transfer/ Project Transfer/ Location Change/ Name Change fee shall be capped at INR 2,00,000/MW of the contracted capacity applied for connectivity/ Open Access	ii. Capacity Transfer/ SPV Transfer/ Project Transfer/ Location Change/ Name Change fee shall be capped at INR 2,00,000/MW of the contracted capacity applied for connectivity/ Open Access. Further, in case of Name Change of the project after one year of commissioning, without any change in ownership, a fee of INR 25,000/MW shall be levied, subject to a ceiling of INR 5,00,000.
34	12.SPV/Project Transfer	<p>b. SNA shall scrutinize the transfer application and if deemed fit, shall forward the application to SIPB, SIPC and GoAP for approval.</p> <p>c. SPV/ Project Transfer approved by GoAP shall be intimated to the Developers within seven (7) working days of GoAP approval</p> <p>j. The transfer of a project or SPV, in part or full capacity, to other parties before the project's commissioning is allowed multiple times. This includes the transfer of resources such as land, connectivity (STU), and any other existing approvals. However, any such transfer shall take place only after approvals by SIPC, SIPB and GoAP.</p>	<p>b. SNA shall scrutinize the transfer application and shall forward the Project Transfer applications to SIPB, SIPC, and GoAP for approval.</p> <p>However, SPV transfers in part/full capacity shall be allowed for multiple times to 100% subsidiary(ies)/ parent entity/ Affiliate with the approval of SNA.</p> <p>c. Project Transfer approved by GoAP shall be intimated to the Developers within seven (7) working days of GoAP approval.</p> <p>j. The transfer of a project or SPV, in part or full capacity, to other parties before the project's commissioning is allowed multiple times. This includes the transfer of resources such as land, connectivity (STU), and any other existing approvals.</p>

Sl. No.	Section/Clause	Existing Provision in the Annexure to G.O.Ms.No.26, Energy (Power-II) Department, Dt.28-02-2025.	Amendment
			However, Project transfers shall require approval from the SIPC, SIPB, and the GoAP, while SPV transfers shall require approval from NREDCAP.
35	16.11. Implementation Agreement for Mini and Small Hydro Projects ARTICLE 5 OBLIGATIONS OF DEVELOPER	<p>n. ii. SNA shall scrutinize the transfer application and if deemed fit, shall forward the application to SIPB, SIPC and GoAP for approval.</p> <p>n. iii. SPV/ Project Transfer approved by GoAP shall be intimated to the Developers within seven (7) working days of GoAP approval.</p> <p>n. viii. The transfer of a project or SPV, in part or full capacity, to other parties before the project's commissioning is allowed multiple times. This includes the transfer of resources such as land, connectivity (STU), and any other existing approvals. However, any such transfer shall take place only after approvals by SIPC, SIPB and GoAP.</p>	<p>n. ii. SNA shall scrutinize the transfer application and shall forward the Project Transfer applications to SIPB, SIPC, and GoAP for approval.</p> <p>However, SPV transfers in part/full capacity shall be allowed for multiple times to 100% subsidiary(ies)/ parent entity/ Affiliate with the approval of SNA</p> <p>n. iii. Project Transfer approved by GoAP shall be intimated to the Developers within seven (7) working days of GoAP approval.</p> <p>n. viii. The transfer of a project or SPV, in part or full capacity, to other parties before the project's commissioning is allowed multiple times. This includes the transfer of resources such as land, connectivity (STU), and any other existing approvals.</p> <p>However, Project transfers shall require approval from the SIPC, SIPB, and the GoAP, while SPV transfers shall require approval from NREDCAP.</p>
36	16.10. Implementation Agreement for Pumped Storage Projects ARTICLE 5 OBLIGATIONS OF DEVELOPER	<p>o. ii. SNA shall scrutinize the transfer application and if deemed fit, shall forward the application to SIPB, SIPC and GoAP for approval.</p>	<p>o. ii. SNA shall scrutinize the transfer application and shall forward the Project Transfer applications to SIPB, SIPC, and GoAP for approval.</p> <p>However, SPV transfers in part/full capacity shall be</p>

Sl. No.	Section/Clause	Existing Provision in the Annexure to G.O.Ms.No.26, Energy (Power-II) Department, Dt.28-02-2025.	Amendment
		o. iii. SPV/ Project Transfer approved by GoAP shall be intimated to the Developers within seven (7) working days of GoAP approval.	<p>allowed for multiple times to 100% subsidiary(ies)/ parent entity/ Affiliate with the approval of SNA</p> <p>o. iii. Project Transfer approved by GoAP shall be intimated to the Developers within seven (7) working days of GoAP approval.</p>
37	16.9. Implementation Agreement for Wind-Solar Hybrid ARTICLE 5 OBLIGATIONS OF DEVELOPER	<p>p. ii. SNA shall scrutinize the transfer application and if deemed fit, shall forward the application to SIPB, SIPC and GoAP for approval</p> <p>p. iii. SPV/ Project Transfer approved by GoAP shall be intimated to the Developers within seven (7) working days of GoAP approval.</p>	<p>p.ii. SNA shall scrutinize the transfer application and shall forward the Project Transfer applications to SIPB, SIPC, and GoAP for approval.</p> <p>However, SPV transfers in part/full capacity shall be allowed for multiple times to 100% subsidiary(ies)/ parent entity/ Affiliate with the approval of SNA</p> <p>p. iii. Project Transfer approved by GoAP shall be intimated to the Developers within seven (7) working days of GoAP approval.</p>
38	16.8. Implementation Agreement for Wind Power ARTICLE 5 OBLIGATIONS OF DEVELOPER	<p>p. ii. SNA shall scrutinize the transfer application and if deemed fit, shall forward the application to SIPB, SIPC and GoAP for approval</p> <p>p. iii. SPV/ Project Transfer approved by GoAP shall be intimated to the Developers within seven (7) working days of GoAP approval.</p>	<p>p.ii. SNA shall scrutinize the transfer application and shall forward the Project Transfer applications to SIPB, SIPC, and GoAP for approval.</p> <p>However, SPV transfers in part/full capacity shall be allowed for multiple times to 100% subsidiary(ies)/ parent entity/ Affiliate with the approval of SNA</p> <p>p. iii. Project Transfer approved by GoAP shall be intimated to the Developers within seven (7) working days of GoAP approval.</p>
39	16.7. Implementation Agreement for	n. ii. SNA shall scrutinize the transfer application and if deemed fit, shall forward the application to SIPB, SIPC and GoAP for approval.	n. ii. SNA shall scrutinize the transfer application and shall forward the Project Transfer

Sl. No.	Section/Clause	Existing Provision in the Annexure to G.O.Ms.No.26, Energy (Power-II) Department, Dt.28-02-2025.	Amendment
	Solar Power Projects ARTICLE 5 OBLIGATIONS OF DEVELOPER	<p>n. iii. SPV/ Project Transfer approved by GoAP shall be intimated to the Developers within seven (7) working days of GoAP approval.</p> <p>n. viii. The transfer of a project or SPV, in part or full capacity, to other parties before the project's commissioning is allowed multiple times. This includes the transfer of resources such as land, connectivity (STU), and any other existing approvals. However, any such transfer shall take place only after approvals by SIPC, SIPB and GoAP.</p>	<p>applications to SIPB, SIPC, and GoAP for approval.</p> <p>However, SPV transfers in part/full capacity shall be allowed for multiple times to 100% subsidiary(ies)/ parent entity/ Affiliate permitted with the approval of SNA</p> <p>n. iii. Project Transfer approved by GoAP shall be intimated to the Developers within seven (7) working days of GoAP approval.</p> <p>n. viii. The transfer of a project or SPV, in part or full capacity, to other parties before the project's commissioning is allowed multiple times. This includes the transfer of resources such as land, connectivity (STU), and any other existing approvals.</p> <p>However, Project transfers shall require approval from the SIPC, SIPB, and the GoAP, while SPV transfers shall require approval from NREDCAP.</p>
40	Section 7.7 a. For Clean Energy Projects other than biofuels & GH Hub	<p>ii. Private/ Patta Land Lease with NREDCAP involvement: If the Developer enters into a land lease agreement for private/ patta land with the involvement of NREDCAP, the Developer shall pay a lease amount of INR 31,000 per acre. Out of this amount, INR 30,000 per acre per year shall be paid to the owner of the land, and INR 1,000 per acre shall be paid to NREDCAP for 1st and 2nd year and thereafter proportion of payment (%) to the Private Owner and NREDCAP will remain same after escalation.</p>	<p>ii. Private/ Patta / Assigned Land Lease with NREDCAP involvement: If the Developer enters into a land lease agreement for private/ patta/ assigned land with the involvement of NREDCAP, the Developer shall pay a lease amount of INR 31,000 per acre. Out of this amount, INR 30,000 per acre per year shall be paid to the owner of the land, and INR 1,000 per acre shall be paid to NREDCAP for 1st and 2nd year and thereafter proportion of payment (%) to the Lessor and NREDCAP will remain same after escalation.</p> <p>For the leasing of Assigned Lands, a Tripartite Agreement, as prescribed in Annexure 16.37, shall be executed between</p>

Sl. No.	Section/Clause	Existing Provision in the Annexure to G.O.Ms.No.26, Energy (Power-II) Department, Dt.28-02-2025.	Amendment
			Assignee, Developer and NREDCAP.
41	Section 16 Annexures 16.37 Tripartite Agreement for leasing of Assigned Lands		A Tripartite Agreement (enclosed in Annexure-II) will be included for acquisition of assigned lands on lease basis for promotion of clean energy projects.
42	Section 7.6 Workflow for Government/ Revenue Land Allotment	District Collector provides advanced possession of land to the Developer to begin initial construction activities.	Refer Annexure- III for the updated Workflow
43	16.3. Application for Capacity, SPV, Project, Location Transfer and Name Change V. DETAILS OF TRANSFER FEE:	(Refundable @ INR 50,000/- per MW (for BESS and Mini and Small Hydro Projects) or INR 2,00,000/- per MW (or MWp) (for Solar, Wind, Wind-Solar Hybrid and PSP) by way of Demand Draft, drawn in favour of NREDCAP Ltd, payable at Tadepalli, Guntur district)	(Refundable @ INR 50,000/- per MW (for BESS and Mini and Small Hydro Projects) or INR 2,00,000/- per MW (or MWp) (for Solar, Wind, Wind-Solar Hybrid and PSP) by way of Demand Draft, drawn in favour of NREDCAP Ltd, payable at Tadepalli, Guntur district) However, in case of Transfer/ Name Change of the project after one year of commissioning. A fee of INR 25,000/MW shall be levied, subject to a ceiling of INR 5,00,000.
44	16.3. Application for Capacity, SPV, Project, Location Transfer and Name Change CHECK LIST (All applicable documents for Transferor and Transferee)	12. Refundable transfer fee by way of Demand Draft @ INR50,000/- or INR 2,00,000/- per MW(or MWp) + 18% GST, drawn in favour of NREDCAP Ltd, payable at Tadepalli, Guntur district. Refundable, only in case transfer request is not processed 13. Attach relevant documents required if any, as per the above application	12. Refundable transfer fee by way of Demand Draft @ INR50,000/- or INR 2,00,000/- per MW(or MWp) + 18% GST, drawn in favour of NREDCAP Ltd, payable at Tadepalli, Guntur district. Refundable, only in case transfer request is not processed However, in case of Transfer/ Name Change of the project after one year of commissioning. A fee of INR 25,000/MW shall be levied, subject to a ceiling of INR 5,00,000. 13. Format of Certificate from the Chartered Accountant for certifying an Affiliate/ Subsidiary(ies)/ Parent entity

Sl. No.	Section/Clause	Existing Provision in the Annexure to G.O.Ms.No.26, Energy (Power-II) Department, Dt.28-02-2025.	Amendment
			14. Attach relevant documents required if any, as per the above application
45	Section 16 Annexures 16.38 Format of Certificate from the Chartered Accountant for certifying an Affiliate/ Subsidiary(ies)/ Parent entity		A Format of Certificate from a Chartered Accountant (CA) has been introduced (enclosed in Annexure IV).

Annexure II
TRIPARTITE AGREEMENT

This Tripartite Agreement (“**Agreement**”) is executed on the _____ day of _____ month of _____ (YYYY).

Among:

1. Sri. _____ S/o _____, Aged about _____ years, R/o _____ Village, _____ Mandal, _____ District, Andhra Pradesh (Aadhar No. _____), (Hereinafter are referred to as the “**Lessor**”, which expression shall, unless repugnant to the context thereof, mean and include its successors -in-interest, permitted assignees) of the **FIRST PARTY**,

and

2. **The New & Renewable Energy Development Corporation of Andhra Pradesh Ltd (“NREDCAP”)** represented by its _____ (Hereinafter referred to as “**Nodal Agency**”, Which expressions given above shall include their successors in office), as the **SECOND PARTY**.

and

3. M/s. _____, Hereinafter referred to as “**Renewable Energy Project Developer**” a Company incorporated under the provisions of the Companies Act __, represented by its Authorised Signatory, Mr. _____ having its office at _____. (Hereinafter called the “**Lessee**”, which expression shall include its successor in interest, assignees who are permitted by NREDCAP, legal), as the **THIRD PARTY**.

WHEREAS:

A. The Lessor has been in peaceful possession and enjoyment extent of Acres __ cents comprised in Sy No. __ in village _____ Mandal, District, Andhra Pradesh State (“**Schedule Property**”) having been Assignee of land by the govt, as possessor with absolute right over the land / as Pattadar/as owner of the land,

B. The Lessee is a Renewable Energy power project developer and is in need of vacant lands for establishing its Renewable Energy power plant in _____ District and has been acquiring lands from multiple sources.

C. Since the Schedule Property falls within the project area of the Lessee and since the Lessor is an Assignee of land by the govt / possessor of land with absolute right /

Pattadar of said property/ owner of the land, the Lessee approached the Nodal Agency, in turn approached the Lessor herein to demise their lands on lease which includes the Schedule Property.

D. The Lessors Assignees of land by the govt /Possessors / Pattadars/ owner of land also represented to consent to lease out their land to the lessee, for the annual rent and upon other terms and conditions as written below.

E. Thus, all the Parties, are desirous of reducing the terms of this Agreement into writing by way of these presents.

TENURE OF THE LEASE PERIOD:-

It is agreed by All the parties that the tenure of the lease period is 30 years (Thirty years only). However, the lease period may be extended with the consent of all parties.

NOW THIS TRIPARTITE AGREEMENT WITNESSES AS FOLLOWS:

- (1) The Lessor hereby submitting with related all land documents and unequivocally agrees to lease out the same to the Lessee for the purpose of establishment of its power project by the Lessee. In pursuance of the said agreement and in consideration of the rent hereby reserved and of the covenants, stipulations and terms and conditions herein contained and on the part of the Lessee to be observed and performed, the Lessor doth hereby grant the lease of the Land unto the Lessee upon the terms and conditions hereinafter mentioned.
- (2) It is agreed that the term of the lease is for a period of 30 years (“**Lease Period**”) from the date of taking over of physical possession of the Schedule Property by the Lessee, since the Lessee is investing huge amounts for the purpose of its project over the Schedule Property and similar lands.
- (3) The Lessee shall pay the Nodal Agency lease rent at Rs. 31,000/- Per Annum per Acre (Thirty Thousand Rupees Only) excluding Applicable Taxes if any and in the manner specified in the Schedule hereunder written without deduction or abatement in advance on or before the 1st working day of April every year. In case of 1st year of the lease period, the lease rent shall be paid on the day of signing of lease agreement upto the 31st day of March of the 1st Financial Year. If the extent is below one acre, the calculation of lease rent is on the basis of cents i.e. @ Rs. 310/- per cent per Annum. Further, the said lease rent shall escalate at 5% compounding after every two

years, first such payment to be made on the ___day of _____ (month) and if the lease rent is not paid on the due dates, the Lessee shall pay interest thereon at the rate of 1% per month from the due date till payment.

- (4) The Lessee shall deposit the said Lease Rent in the account initiated by Nodal agency as directed/instructed by the Nodal Agency. In turn, the Nodal Agency shall transfer the lease rent of Rs. 30,000 per acre to the Lessor by way of Crossed Cheque or by way of online transfer to the Bank Account of the lessor as suggested by the Lessor in written within a week days from the date of receipt of amount from the Lessee with prior intimation to the Lessor. An Amount of Rs. 1,000 per acre shall be retained by the Nodal Agency towards administrative charges. Further, the said lease rent and administrative charges shall escalate at 5% compounding after every two years.
- (5) The Lessor hereby confirms and affirms and that he/she has delivered physical possession of the Schedule Property to the Nodal Agency, who may in turn hand over the same to the Lessee.
- (6) The Lessee hereby agrees and undertakes to pay all the necessary charges and fees as per A.P. Integrated Clean Energy Policy 2024 (“**Policy**”) notified vide G.O.Ms.No.37 dated 30.10.2024.
- (7) The Lessee on being granted the lease by the Nodal Agency shall be entitled to get the land use converted from Agriculture to Non-Agriculture, as per existing rules / existing legal provisions and the payment of requisite fee for this purpose shall be borne by Lessee.
- (8) Since the Schedule Property is being taken on lease for the purpose of establishing the Renewable Energy Power project and multiple purpose of the Lessee, with huge investments, it is agreed by all parties that, the lease is irrevocable and shall not be terminated, for any reason whatsoever, till the completion of the Lease Period agreeing that the total lease period is the lock in period. Lessee shall not withdraw from lease until completion of lease period.
- (9) Obtaining of all permissions and clearances required to set up Renewable Energy Power Project shall be the responsibility of Lessee.
- (10) The Lessee after completion of the Lease Period shall hand over vacant possession

of the Schedule Property in Original shape to the Nodal Agency, who shall in turn handover the same to the Lessor.

- (11) This Agreement is executed with free will and consent by all the Parties after mutual discussions about the contents thereof.
- (12) Payment will be made by Lessee on or before 1st working day of April every year to the Nodal agency. In the case of 1st year of the lease period, the lease rent shall be paid on the day of signing of lease agreement up to the 31st day of March of the 1st Financial Year. The Nodal agency shall deposit the amount to Lessor within one week from the date of receipt.
- (13) If the lessee commits default in payment conditions within the agreed period, then the Nodal agency may take appropriate legal action in local court only. The Lessee shall pay interest to the lessor for the delayed period at the rate of 1% per month from the due date till payment.
- (14) The Lessor shall be allowed to sell the land which is given on lease basis to the lessee. However, the lease rent shall be paid to the new owner from the date of conclusion of sale deed. The new owner shall abide by the terms and conditions of this tripartite agreement.
- (15) **Lease extension**
 - a. If G.O. allows to extend the lease period after lease tenure, lease agreement can be extended with mutual consent by renegotiating the lease amount privilege as per government orders /directions.
 - b. If during the course of lease period, the lessor expires his/her legal heirs shall get their names mutated in revenue records and shall abide by the terms of this lease and its continuation, and this Tripartite lease agreement shall be binding on such legal heirs of lessor also.
 - c. In the case of sale of Scheduled Property by the Lessor, this Tripartite lease agreement shall be binding on such purchaser of the scheduled property whose name shall be mutated in Revenue records and who shall abide by the terms of lease and its continuation.

16. The Lessee acknowledges, declares and agrees that,
 - a. The Lessee has not given any Guarantees express or implied on to any matter whatsoever.
 - b. The Lessor will not be liable to the Lessee for any liability, claim, loss, damage or expenses of any kind or nature whatsoever arising from this lease.
17. The Lessee shall throughout the said term:
 - a. Pay the lease rentals and other amounts regularly and punctually payable as mentioned above.
 - b. Not cause or permit affixation of equipment to any immovable property.
 - c. The land revenue if any liable to pay to govt under land revenue Act related to the demised land shall be borne by the Lessor only, if at all lessees paid any land revenue on behalf of Lessor it shall be recovered in consequent Lease Rentals. However, if any other taxes are levied other than land revenue, the same shall be borne by lessee.
18. If the lessee, fails to pay lease rentals or part thereof or any other payments payable hereunder for a period of one month; or more Penal Consequences may arise.
19. Any notice or letter required to be given herein shall be given to the parties hereto in writing by Registered Post Acknowledgment Due at the addresses mentioned below or such other address as the parties may hereafter substitute by notice in writing to the other parties.
20. That the FIRST PARTY hereby declares and assured the SECOND PARTY that the said property is free from all kinds of encumbrances such as prior Sale, Gift, Mortgage, Will, Lease, prior Agreement to Sell, Loan, Surety, Security, attachment in the decree of any court, hypothecation etc. whatsoever and if it is ever proved otherwise, or if the whole or any part of the said property is ever taken away or goes out from the possession of the SECOND PARTY on account of any legal defect in the ownership and title of the FIRST PARTY then the FIRST PARTY will be liable and responsible to make good the loss suffered by the SECOND PARTY and keep

the SECONDPARTY saved, and indemnified against all such losses and damages suffered by the SECONDPARTY.

21. This lease deed shall be executed in triplicate. The original shall be retained by the lessor, duplicate by the lessee and triplicate by the Nodal Agency.
22. The stamp duty and all other expenses in respect of this lease deed and duplicate thereof shall be borne and paid by the lessee.
23. The headings to the clauses of this agreement are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents.
24. It is hereby agreed between the parties that this agreement shall be subject to the exclusive jurisdiction of the City Civil Court at Guntur.

25. Payment of Stamp Duty & Registration Charges:-

The Stamp Duty, registration fee and all other expenses in respect of this lease deed as applicable shall be borne by the Lessee.

26. FORCE MAJEURE:-

No body is responsible or liable for any damages for the structures/constructions taken up in the scheduled properties due to natural calamities includes acts of war, terrorist attacks, epidemics, pandemics like Covid 19, Acts of God, Natural disasters like earth quakes or hurricanes.

27. As the Lessee is paying the agreed lease amount regularly and following the rules and conditions, the Lessor shall not cause any obstruction and intervention and see that the Lessee should be in peaceful enjoyment of leased Scheduled lands and Lessee or his men shall be allowed to take the measurements/to establish Renewable Energy Projects/ Parks and other works as desired by the Lessee.
28. The Lessor should not raise any objection to the Nodal Agency /Lessee to enter into written agreements with Project Developers and with other companies within the original lease tenure of 30 years. The Lessor should not object the Lessee or Nodal Agency to establish machinery, poles and wires and lines etc. in the scheduled

property.

29. During the tenure of lease agreement of 30 years, the Lessor shall not be allowed to take up any activities in the lease lands except inspection of the land that too with the permission of Lessee or their men only.
30. The statutory rights of the Lessee should not effect this lease agreement.
31. If any disputes arise between the Lessor/Nodal Agency /Lessee, the lease amount should be kept in the interest earning account of any Nationalized Bank. In case, the lease amount withheld by the Nodal Agency /Lessee for any reason, the lease amount should be paid to the Lessor after settlement of dispute together with interest @ 1% per month from the due date till payment.
32. i) The Nodal Agency /Lessee should not mortgage the scheduled property to the banks/financial institutions. However, a limited charge may be made confining to the lease hold rights on the Schedule property.

ii) The Lessor shall not object Lessee/ Nodal Agency to establish Renewable Energy Power Projects / Parks / Accessories and making written agreements with individuals, developers, Companies over the lands under lease.
33. If any tree or trees are in the scheduled property, the same should be removed with the cost and with the prior permission of the Govt. Departments by the Lessor only. The Nodal Agency /Lessee are not responsible to pay any compensation for the trees and incidental expenses for removal.
34. **Address for correspondence:-**

The address given by the Lessor, Nodal Agency and Lessee at the time of entering the agreement are holds good and any changes in the addresses shall be intimated in writing to the others through Registered Post with Acknowledgement Due.

Lessor Address: -

Nodal Agency address: -

Lessee address: -

35. Responsibilities of the Lessee/Nodal Agency:-

- a) The Scheduled Property should not be utilized for purposes other than establishment of Renewable Energy Projects/ Parks.
- b) It is the responsibility of the Lessee to pay the lease rentals every year in time without making delay.

36. Closure of Agreement and Re-entry:-

The Agreement will be terminated in any one or all the following situations/ circumstances.

- i) If any party violates the Terms and Conditions of this agreement.
- ii) In case of any severe damages to the assets which took place in the scheduled property due to civil war, act of God and the Lessor is not in position to restore or any authorized officer to acquire the land compulsory.
- iii) The scheduled property should be handed over to the lessor by the lessee in original shape i.e., as it is position of the agreement date (within the permissible depreciation).

37. Variations:-

If any written or oral agreements between the Lessor and Lessee are in force prior to this agreement date will automatically be cancelled. If any modifications, variations, additions and changes etc. can be done only with written agreement between Lessor and Lessee and Nodal Agency. Unless new modified written agreement is not made, such modifications, differences, additions and changes are not valid.

The Lessor/Nodal Agency and Lessee signed this agreement on this day with full of knowledge, understanding, acceptance and willingness.

IN WITNESS WHEREOF the parties hereto have executed these presents and duplicate and triplicate copy thereof on the day and year here in above written.

SCHEDULE OF PROPERTY

State:-

Mandal:-

District:-

Village:-

Sy. No.	Extent. of Lease Land	Nature of land title/enjoyment (Hereditary/ Purchase etc.)	Registered Document Number	Khatha Number (Ib number)	Pattadhar Pass book number	Title Deed number	Remarks
1	2	3	4	5	6	7	8

Boundaries of the land mentioned in the Schedule:-

East:-

West:-

North:-

South:-

Boundary coordinates of the scheduled property are as follows,

- a)
- b)
- c)
- d)

Bank account details:-

Lessor Bank details:

Nodal Agency/ Land Aggregating Agency
Bank details:

Bank Name:-

Bank Name:-

Account No:-

Account No:-

IFSC code:-

IFSC code:-

Branch Name:-

Branch Name:-

Village Name:-

Village Name:-

Including all Traditional, Customary and Easementary rights of way for ingress and egress.

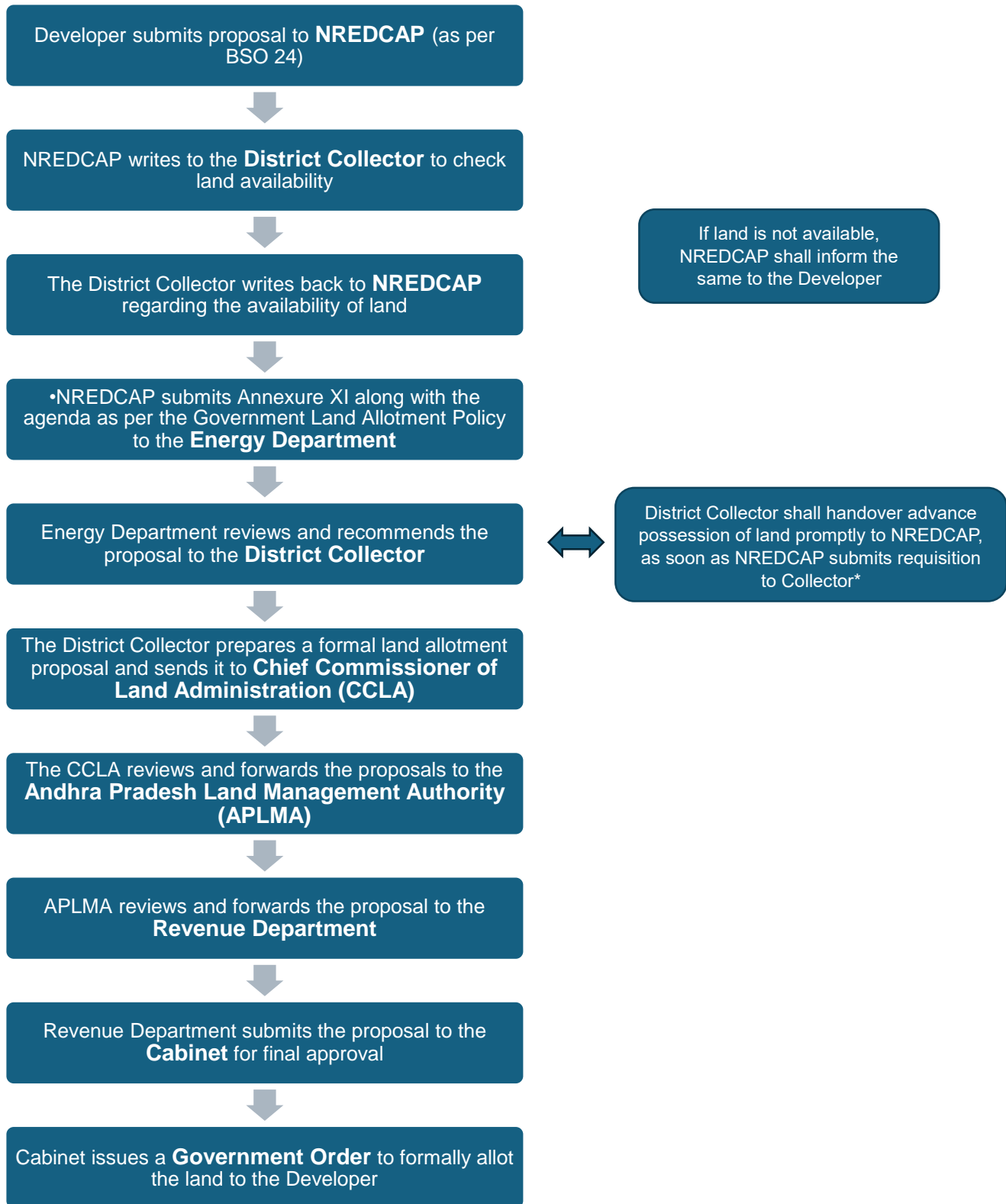
Lessor & Family Member's

Nodal Agency/Land Aggregating Agency

Lessee

Annexure III

Workflow for Government/ Revenue Land Allotment



* In terms of the land allotment policy i.e G.O.Ms.No. 571 Revenue (Assignment I) Department, dated 14.09.2012

Annexure IV

**FORMAT OF CERTIFICATE FROM THE CHARTERED ACCOUNTANT FOR
CERTIFYING AN AFFILIATE/ SUBSIDIARY (IES)/ PARENT ENTITY**

Based on authenticated records of [Affiliate/Subsidiary], this is to certify that more than 51% (fifty-one per cent) of the voting shares of [Affiliate/Subsidiary] are held, directly or indirectly, by [Parent Entity].

and

Further, [Parent Entity] has the power, directly or indirectly, to direct or influence the management and policies of [Affiliate/Subsidiary] by operation of law, contract, or otherwise. Accordingly, the former exercises control over the latter, who is an Affiliate/Subsidiary.

A brief description of the said equity held, directly or indirectly, is given below:

Entity Name	% of Voting Shares Held	Mode of Holding (Direct/Indirect)	Remarks
[Parent Entity]	[XX%]	[Direct/Indirect]	[Details of shareholding/control]
[Affiliate/Subsidiary]	[XX%]	[Direct/Indirect]	[Details of shareholding/control]

(If control is exercised by operation of law or contract, the relationship may be suitably described and certified herein.)

Certification

Name of Chartered Accountant/Statutory Auditor:

Seal of Chartered Accountant/Statutory Auditor:

Signature:

Name:

Membership Number:

Designation:

UDIN:

Date:

**K. VIJAYANAND
SPECIAL CHIEF SECRETARY TO GOVT. (FAC)**