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**BEFORE THE HONOURABLE TELANGANA ELECTRICITY REGULATORY
COMMISSION**

AT IT'S OFFICE AT VIDYUT NIYANTRAN BHAVAN, SY. NO. 145-P, GTS
COLONY, KALYAN NAGAR, HYDERABAD-45

I.A.No.39 of 2025 in **O.P.No. 31 of 2025**

IN THE MATTER OF:

Filing of petition by the Distribution and Retail supply licensee the Southern Power Distribution Company of Telangana Limited (TGSPDCL) on behalf of TGDISCOMs (TGSPDCL & TGNPDCL) seeking consent to procure a share of 800 MW from the 2400 MW (3x800 MW) Telangana STPP Stage-II instead of procurement of 800 MW exclusively from one unit and approval to the draft PPA signed by TGDISCOMs with NTPC for procurement of a share of 800 MW power from 2400 MW (3x800 MW) Telangana STPP Stage-II.

IN THE MATTER OF:

- 1) Southern Power Distribution Company of Telangana Limited
Rep. by its Chairman & Managing Director,
TGSPDCL, Corporate Office, Mint Compound, Hyderabad.
- 2) Northern Power Distribution Company of Telangana Limited
Rep. by its Chairman & Managing Director,
TGNPDCL, Vidyut Bhavan, Nakkalagunta, Hanamkonda.

..... Petitioners

**Petition filed on behalf of TGDISCOMs Under Section 86 (1) (b) of
Electricity Act 2003**

The applicant most respectfully submits:

The present Petition is being filed by the Distribution Companies of Telangana i.e., TGDISCOMs (TGSPDCL & TGNPDCL) **Under Section 86 (1) (b) of Electricity Act 2003** (hereinafter referred as 'Act') seeking consent (i) To procure a share of 800 MW from the 2400 MW (3x800 MW) Telangana STPP Stage-II instead of procurement of 800 MW exclusively from one unit and (ii) Approval to the draft PPA signed by


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TGDISCOMs with NTPC for procurement of a share of 800 MW power from 2400 MW (3x800 MW) Telangana STPP Stage-II for a period of 25 Years.

Back Ground of Telangana STPP Stage-II:

- (i) The Government of India had enacted the Andhra Pradesh Re-Organization Act 2014 (Annexure-I). In terms of provisions at clause 6 of Schedule XIII of the Act, the National Thermal Power Corporation (NTPC) is required to establish a 4000MW power facility in the successor state of Telangana by obtaining necessary coal linkages.
- (ii) Accordingly, NTPC has established 1600 (2x800) MW STPP under Stage-I and synchronized to grid. TGDISCOMs have signed a PPA for this 1600 MW on 18.01.2016 (Annexure-II). Amended PPA was entered on 09.04.2021 and submitted to TGERC for record, as per the directions of TGERC vide letter dated: 02.02.2021. TGERC has accorded consent vide order dated 25.08.2021 (Annexure-III).
- (iii) The Telangana STPP, Stage-I (2x800 MW) was declared on Commercial Operation w.e.f. 00:00 Hrs. of 01.03.2024. However, only 85% of the capacity is earmarked to Telangana state under firm allocation. Balance 15% unallocated share is distributed among SR states.
- (iv) Further, NTPC vide letter Dt. 05.10.2023 (Annexure-IV) informed that they are in the process of setting up of 3x800 MW Telangana STPP Stage-II as an expansion project of 2x800 MW Telangana STPP Stage-I, in line with the AP Re-Organization Act 2014.
- (v) NTPC has requested TGDISCOMs' consent for availing power from Telangana STPP Stage- II indicating the quantum of power required for facilitating early execution of project.


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- (vi) The NTPC proposal was communicated to the Govt. of Telangana (Annexure-V) and sought suitable directions on the same.
- (vii) The Govt. of Telangana vide letter dated:05.10.2024, (Annexure-VI) addressed to the CMD/TGTRANSCO & Chairman/TGPCC, accorded consent for availing power from one unit (1X800 MW) of Telangana STPP Stage-II as against power offered from 3 units (3x800 MW), provided NTPC shall connect the above unit to TGTRANSCO network only so as to avoid ISTS charges and losses. The same was communicated to NTPC vide letter dated 07.10.2024 (Annexure-VII).
- (viii) Accordingly, a Petition O.P. 31 of 2025 was filed vide letter dated:04.02.2025 before the Hon'ble TGERC for consent for procurement of power from one unit (1X800 MW) of Telangana STPP Stage-II as against power offered from 3 units (3x800 MW).
- (ix) Hon'ble TGERC, vide order dated: 17.05.2025 in O.P No. 31 of 2025 accorded consent under section 86 (1) (b) of the Electricity Act, 2003 for procurement of 1x800 MW from Telangana STPP-II for a period of 25 years.
- (x) Subsequently, NTPC vide letter dated:31.05.2025 (Annexure-VIII), stated that the project (TSTPP Stage-2) had been conceptualized as 3x800MW, since inception, and that all statutory clearances, planning activities had been taken for the complete station as a whole. Accordingly, the systems, like auxiliary power, ash handling plants(AHP), Coal Handling Plant (CHP), water systems etc. were designed considering all the units together and that it would not be feasible to isolate one unit technically and commercially from the project to connect to STU system. With regard to payment of transmission charges, it was clarified that regulations provide for option to develop STU system for availing state share and there would not be additional inter-state transmission charge liability.

- (xi) In view of the above, TGPCC management examined the constraints expressed by NTPC and sought approval of Govt. of Telangana vide letter dated 26.08.2025 (Annexure-IX) to avail a share of 800 MW power from the upcoming 3x800 MW Telangana STPP Stage-II of NTPC instead of exclusively from one Unit, since, in either case, ISTS charges and losses will not be applicable as the power is injected into the State Transmission Utility (STU) network.
- (xii) The Government of Telangana, vide letter dated 22.10.2025 (Annexure-X), accorded its approval for availing a share of 800 MW power from the 3x800 MW Telangana Super Thermal Power Project (TSTPP) Stage-II of NTPC, in lieu of allocation from a single unit, as proposed by TGPCC.
- (xiii) Further, based on NTPC's request for the grid connectivity to 800 MW out of 3x800 MW power plant at existing premises of Telangana STPP to intra state transmission network of TGTRANSCO at 400KV level, TGTRANSCO has accorded approval for grid connectivity of the 3x800 MW Telangana STPP Stage-II with a proposal of connecting Stage-I (2x800 MW) and Stage-II (3x800 MW) through 400kV Quad D/C line with 15 ohms fault limiting series reactor at any one end in both circuits along with 400 KV TSTPP-II – Warangal Quad DC lines, vide letter dated:28.10.2025 (Annexure-XI).


Justification for purchase of 800MW power from NTPC Telangana STPP Stage-II in lieu of allocation from a single unit: -

1. NTPC, vide letter dated 31.05.2025, clarified that the TSTPP Stage-II was conceptualized as a single integrated project of 3x800 MW from its inception. All statutory clearances, approvals, and planning activities were undertaken for the station as a whole. The auxiliary and common systems such as Ash Handling Plant (AHP), Coal Handling Plant


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(CHP), water systems, and auxiliary power supply have been designed to serve all three units collectively.

2. In view of this design, NTPC has stated that technical and commercial segregation of a single unit from the project for independent evacuation through the State Transmission Utility (STU) system is not feasible.
3. NTPC further clarified that the prevailing CERC Regulations permit evacuation through State network for availing the State's allocated share from central generating stations, and as such, no additional inter-State Transmission System (ISTS) charges or losses would be applicable in this case, since the power is proposed to be injected into the STU network.
4. Considering the above technical and regulatory aspects, the TGPCC management examined the constraints highlighted by NTPC and considered to avail the 800MW allocation from the 3x800 MW TSTPP Stage-II instead of availing power exclusively from a single unit which ensures both technical feasibility and cost neutrality, as the ISTS charges and losses remain non-applicable in either case.
5. The Government of Telangana, vide letter dated 22.10.2025, accorded its approval to avail a share of 800 MW power from the 3x800 MW TSTPP Stage-II of NTPC, in lieu of allocation from a single unit, as proposed by TGPCC.
6. Accordingly, the TGDISCOMs seek the consent of the Hon'ble Telangana State Electricity Regulatory Commission (TGERC) (i) to procure a share of 800 MW from the 2400 MW (3x800 MW) Telangana STPP Stage-II instead of procurement of 800 MW exclusively from one unit and (ii) approval to the draft PPA signed by TGDISCOMs with NTPC for procurement of a share of 800 MW power from 2400MW


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(3x800MW) Telangana Super Thermal Power Plant Stage-II for a period of 25 Years.

PRAYER:

Hon'ble Commission may be pleased to accord:

- Consent to procure a share of 800 MW from the 2400 MW (3x800 MW) Telangana STPP Stage-II instead of procurement of 800 MW exclusively from one unit for a period of 25 Years.
- Approval to the draft PPA signed by TGDISCOMs with NTPC for procurement of a share of 800 MW power from 2400 MW (3x800 MW) Telangana Super Thermal Power Station Stage-II, for a period of 25 years.
- Pass such other order or orders, as the Hon'ble Commission may deem fit and proper in the facts and circumstances of the case.

Applicant No.1 & 2

1. Southern Power Distribution Company of Telangana Ltd.,
Hyderabad.
2. Northern Power Distribution Company of Telangana Ltd.,
Warangal.

Place: Hyderabad.
Date: 28.11.2025.



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**BEFORE THE HONOURABLE TELANGANA ELECTRICITY REGULATORY
COMMISSION**

AT IT'S OFFICE AT VIDYUT NIYANTRAN BHAVAN, SY. NO. 145-P, GTS
COLONY, KALYAN NAGAR, HYDERABAD-45

O.P. No. of 2025

IN THE MATTER OF:

Filing of petition by the Distribution and Retail supply licensee the Southern Power Distribution Company of Telangana Limited (TGSPDCL) on behalf of TGDISCOMs (TGSPDCL & TGNPDCL) seeking consent to procure a share of 800 MW from the 2400 MW (3x800 MW) Telangana STPP Stage-II instead of procurement of 800 MW exclusively from one unit and approval to the draft PPA signed by TGDISCOMs with NTPC for procurement of 800 MW power from 2400MW (3x800MW) Telangana Super Thermal Power Plant Stage-II.

IN THE MATTER OF:

- 1) Southern Power Distribution Company of Telangana Limited
Rep. by its Chairman & Managing Director,
TGSPDCL, Corporate Office, Mint Compound, Hyderabad.
- 2) Northern Power Distribution Company of Telangana Limited
Rep. by its Chairman & Managing Director,
TGNPDCL, Vidyut Bhavan, Nakkalagunta, Hanamkonda.

..... Petitioners

AFFIDAVIT

I, B.Ravi S/o B.Sanjeeva Rao, aged 56 years, Occupation: Chief Engineer (IPC&RAC), TGSPDCL, Hyderabad, R/o Hyderabad, do solemnly affirm and say as follows:

1. I am Chief Engineer (IPC&RAC)/TGSPDCL, I am competent and duly authorized by the Petitioners 1 to 2 to affirm, swear, execute and file this Petition.
2. I have read and understood the contents of the accompanying Affidavit drafted pursuant to my instructions. The statements made in the accompanying Affidavit now shown to me are true to my knowledge derived from the official records made available to me and are based on information and advice received which I believe to be true and correct.



DEPONENT

CHIEF ENGINEER
IPC & RAC TGSPDCL
Corporate Office, 6-1-50,
Mint Compound, Hyderabad-04.

VERIFICATION

The above named Deponent solemnly affirm at Hyderabad on 28th of November, 2025 that the contents of the above Affidavit are true to my knowledge no part of it is false and nothing material has been concealed there from.



DEPONENT
CHIEF ENGINEER
 IPC & RAC TGSPDCL
 Corporate Office, 6-1-50,
 Mint Compound, Hyderabad-04.

Solemnly affirmed and signed before me.

Superintending Engineer (IPC & RAC)
TGSPDCL, Corporate Office,
6-1-50, Mint Compound,
Hyderabad - 500 004.

CHIEF ENGINEER
 IPC & RAC
 TGSPDCL

THE ANDHRA PRADESH REORGANISATION ACT, 2014

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THE ANDHRA PRADESH REORGANISATION ACT, 2014

ACT NO. 6 OF 2014

[1st March, 2014.]

An Act to provide for the reorganisation of the existing State of Andhra Pradesh and for matters connected therewith.

BE it enacted by Parliament in the Sixty-fifth Year of the Republic of India as follows:—

PART I

PRELIMINARY

1. Short title.—This Act may be called the Andhra Pradesh Reorganisation Act, 2014.

2. Definitions.—In this Act, unless the context otherwise requires,—

(a) “appointed day” means the day¹ which the Central Government may, by notification in the Official Gazette, appoint;

(b) “article” means an article of the Constitution;

(c) “assembly constituency”, “council constituency” and “parliamentary constituency” have the same meanings as in the Representation of the People Act, 1950(43 of 1950);

(d) “Election Commission” means the Election Commission appointed by the President under article 324;

(e) “existing State of Andhra Pradesh” means the State of Andhra Pradesh as existing immediately before the appointed day;

(f) “law” includes any enactment, ordinance, regulation, order, bye-law, rule, scheme, notification or other instrument having, immediately before the appointed day, the force of law in the whole or in any part of the existing State of Andhra Pradesh;

(g) “notified order” means an order published in the Official Gazette;

(h) “population ratio”, in relation to the States of Andhra Pradesh and Telangana, means the ratio of 58.32: 41.68 as per 2011 Census;

(i) “sitting member”, in relation to either House of Parliament or of the Legislature of the existing State of Andhra Pradesh, means a person who immediately before the appointed day, is a member of that House;

(j) “successor State”, in relation to the existing State of Andhra Pradesh, means the State of Andhra Pradesh or the State of Telangana, as the case may be;

(k) “transferred territory” means the territory which on the appointed day is transferred from the existing State of Andhra Pradesh to the State of Telangana;

(l) “treasury” includes a sub-treasury; and

(m) any reference to a district, mandal, tehsil, taluk or other territorial division of the existing State of Andhra Pradesh shall be construed as a reference to the area comprised within that territorial division on the appointed day.

1. 2nd June, 2014, vide notification No. S.O. 655(E), dated 4th March, 2014, see Gazette of India, Extraordinary, Part II, sec. 3(ii).

PART II

REORGANISATION OF THE STATE OF ANDHRA PRADESH

3. Formation of Telangana State.—On and from the appointed day, there shall be formed a new State to be known as the State of Telangana comprising the following territories of the existing State of Andhra Pradesh, namely:—

Adilabad, Karimnagar, Medak, Nizamabad, Warangal, Ranga Reddy, Nalgonda, Mahbubnagar, ¹[Khammam (but excluding the Mandals of Kukunoor, Velairpadu and Bhurgampadu but not including its revenue villages of Pinapaka, Morampalli Bazar, Bhurgampad, Nagineniprolu, Krishnasagar, Tekula, Sarapaka, Iravendi, Mothepattinagar, Uppusaka, Sompalli and Nakripeta under the Palvancha Revenue Division, and the Mandals of Chintoor, Kunavaram, Vararamachandrapuram and Bhadrachalam but not including the revenue village of Bhadrachalam under the Bhadrachalam Revenue Division)] and Hyderabad districts,

and there upon the said territories shall cease to form part of the existing State of Andhra Pradesh.

4. State of Andhra Pradesh and territorial divisions thereof.—On and from the appointed day, the State of Andhra Pradesh shall comprise the territories of the existing State of Andhra Pradesh other than those specified in section 3.

5. Hyderabad to be common capital for States of Telangana and Andhra Pradesh.—(1) On and from the appointed day, Hyderabad in the existing State of Andhra Pradesh, shall be the common capital of the State of Telangana and the State of Andhra Pradesh for such period not exceeding ten years.

(2) After expiry of the period referred to in sub-section (1), Hyderabad shall be the capital of the State of Telangana and there shall be a new capital for the State of Andhra Pradesh.

Explanation.—In this Part, the common capital includes the existing area notified as the Greater Hyderabad Municipal Corporation under the Hyderabad Municipal Corporation Act, 1955 (Hyderabad Act No. 2 of 1956).

6. Expert Committee for setting up of a capital for Andhra Pradesh.—The Central Government shall constitute an expert committee to study various alternatives regarding the new capital for the successor State of Andhra Pradesh and make appropriate recommendations in a period not exceeding six months from the date of enactment of the Andhra Pradesh Reorganisation Act, 2014.

7. Governor of existing State of Andhra Pradesh to be common Governor.—On and from the appointed day, the Governor of the existing State of Andhra Pradesh shall be the Governor for both the successor States of Andhra Pradesh and Telangana for such period as may be determined by the President.

8. Responsibility of Governor to protect residents of common capital of Hyderabad.—(1) On and from the appointed day, for the purposes of administration of the common capital area, the Governor shall have special responsibility for the security of life, liberty and property of all those who reside in such area.

(2) In particular, the responsibility of the Governor shall extend to matters such as law and order, internal security and security of vital installations, and management and allocation of Government buildings in the common capital area.

(3) In discharge of the functions, the Governor shall, after consulting the Council of Ministers of the State of Telangana, exercise his individual judgment as to the action to be taken:

Provided that if any question arises whether any matter is or is not a matter as respects which the Governor is under this sub-section required to act in the exercise of his individual judgment, the decision of the Governor in his discretion shall be final, and the validity of anything done by the Governor shall not be called in question on the ground that he ought or ought not to have acted in the exercise of his individual judgment.

1. Subs. by Act 19 of 2014, s.2, for certain words (w.e.f. 29-5-2014).

(4) The Governor shall be assisted by two advisors to be appointed by the Central Government.

9. Assistance of police forces from Central Government to successor States, etc.—(1) The Central Government shall assist the successor States of Andhra Pradesh and Telangana to raise additional police forces.

(2) The Central Government shall, for a period of three years, on and from the appointed day, maintain and administer the Greyhound Training Centre in Hyderabad which shall function as a common training centre for the successor States and, at the expiry of the said period, the existing Greyhound Training Centre in Hyderabad shall become the training centre of the State of Telangana.

(3) The Central Government shall assist the successor State of Andhra Pradesh to set up a similar state-of-the-art training centre at such place as the State Government of Andhra Pradesh may by order notify.

(4) The Central Government shall provide financial assistance to the successor States in setting up new operational hubs for Greyhounds at such locations as the successor States may by order notify.

(5) The Greyhound and OCTOPUS forces of the existing State of Andhra Pradesh shall be distributed between the successor States after seeking options from the personnel and, each of these forces, on or after the appointed day shall function under the respective Director General of Police of the successor States.

10. Amendment of First Schedule to Constitution.—On and from the appointed day, in the First Schedule to the Constitution, under the heading “I. THE STATES”,—

(a) in the paragraph relating to the territories of the State of Andhra Pradesh, after the words, brackets and figures “Second Schedule to the Andhra Pradesh and Madras (Alteration of Boundaries) Act, 1959(56 of 1959)”, the following shall be inserted, namely:—

“and the territories specified in section 3 of the Andhra Pradesh Reorganisation Act, 2014”;

(b) after entry 28, the following entry shall be inserted, namely:—

“29. Telangana: The territories specified in section 3 of the Andhra Pradesh Reorganisation Act, 2014.”.

11. Saving powers of State Governments.—Nothing in the foregoing provisions of this Part shall be deemed to affect the power of the Government of Andhra Pradesh or the Government of Telangana to alter, after the appointed day, the name, area or boundaries of any district or other territorial division in the State.

PART III

REPRESENTATION IN THE LEGISLATURES

The Council of States

12. Amendment of Fourth Schedule to Constitution.—On and from the appointed day, in the Fourth Schedule to the Constitution, in the Table,—

(a) in entry 1, for the figures “18”, the figures “11” shall be substituted;

(b) entries 2 to 30 shall be renumbered as entries 3 to 31, respectively;

(c) after entry 1, the following entry shall be inserted, namely:—

“2. Telangana 7”.

13. Allocation of sitting members.—(1) On and from the appointed day, eighteen sitting members of the Council of States representing the existing State of Andhra Pradesh shall be deemed to have been elected to fill the seats allotted to the States of Andhra Pradesh and Telangana, as specified in the First Schedule to this Act.

(2) The term of office of such sitting members shall remain unaltered.

The House of the People

14. Representation in House of the People.—On and from the appointed day, there shall be allocated 25 seats to the successor State of Andhra Pradesh; and 17 seats to the successor State of Telangana, in the House of the People; and the First Schedule to the Representation of the People Act, 1950 (43 of 1950) shall be deemed to be amended accordingly.

15. Delimitation of Parliamentary and Assembly Constituencies.—(1) On and from the appointed day, the Delimitation of Parliamentary and Assembly Constituencies Order, 2008, shall stand amended as directed in the Second Schedule to this Act.

(2) The Election Commission may conduct the elections to the House of the People and the Legislative Assemblies of the successor States of Andhra Pradesh and Telangana as per the allocation of seats specified in the Delimitation of Parliamentary and Assembly Constituencies Order, 2008 as amended by this Act.

16. Provision as to sitting members.—(1) Every sitting member of the House of the People representing a constituency which, on the appointed day by virtue of the provisions of section 14, stands allotted, with or without alteration of boundaries, to the successor States of Andhra Pradesh or Telangana, shall be deemed to have been elected to the House of the People by that constituency as so allotted.

(2) The term of office of such sitting members shall remain unaltered.

The Legislative Assembly

17. Provisions as to Legislative Assemblies.—(1) Subject to the provisions of sub-section (2), the number of seats in the Legislative Assemblies of the States of Andhra Pradesh and Telangana, on and from the appointed day, shall be 175 and 119, respectively.

(2) In the Second Schedule to the Representation of the People Act, 1950 (43 of 1950), under the heading "I. STATES":—

(a) for entry 1, the following entry shall be substituted, namely:—

1	2	3	4	5	6	7
"1. Andhra Pradesh		294	39	15	175	297";

(b) entries 25 to 28 shall be renumbered as entries 26 to 29, respectively;

(c) after entry 24, the following entry shall be inserted, namely:—

1	2	3	4	5	6	7
"25. Telangana—	—	—	119	19	12";	

18. Representation of Anglo-Indian community.—Notwithstanding any thing in sub-section (1) of section 17 the Governor of the State may nominate one member each to the Legislative Assemblies of the successor States to give representation to the Anglo-Indian community in accordance with article 333 of the Constitution.

19. Allocation of sitting members.—(1) Every sitting member of the Legislative Assembly of the existing State of Andhra Pradesh elected to fill a seat in that Assembly from a constituency which on the appointed day by virtue of the provisions of section 17 stands allotted, with or without alteration of boundaries, to the State of Telangana shall, on and from that day, cease to be a member of the Legislative Assembly of Andhra Pradesh and shall be deemed to have been elected to fill a seat in the Legislative Assembly of Telangana from that constituency as so allotted.

(2) All other sitting members of the Legislative Assembly of the existing State of Andhra Pradesh shall continue to be members of the Legislative Assembly of that State and any such sitting member

representing a constituency, the extent or the name of which are altered by virtue of the provisions of section 17, shall be deemed to have been elected to the Legislative Assembly of Andhra Pradesh by that constituency as so altered.

(3) Notwithstanding anything contained in any other law for the time being in force, the Legislative Assemblies of Andhra Pradesh and Telangana shall be deemed to be duly constituted on the appointed day.

20. Duration of Legislative Assemblies.—The period of five years referred to in clause (1) of article 172 shall, in the case of the Legislative Assembly of the State of Andhra Pradesh and of the Legislative Assembly of the State of Telangana, be deemed to have commenced on the date on which it actually commenced in the case of the Legislative Assembly of the existing State of Andhra Pradesh.

21. Speaker, Deputy Speaker and rules of procedure.—(1) The person who immediately before the appointed day is the Speaker of the Legislative Assembly of the existing State of Andhra Pradesh shall continue to be the Speaker of that Assembly on and from that day and the members of that Assembly shall choose from amongst the members of the Assembly, a member to be the Deputy Speaker of that Assembly.

(2) As soon as may be after the appointed day, the Deputy Speaker of the Legislative Assembly of the existing State of Andhra Pradesh shall become the Deputy Speaker of the Legislative Assembly of the successor State of Telangana and until the Speaker is chosen by that Assembly, the duties of the office of the Speaker shall be performed by the Deputy Speaker so appointed.

(3) The rules of procedure and conduct of business of the Legislative Assembly of Andhra Pradesh as in force immediately before the appointed day shall, until rules are made under clause (1) of article 208, be the rules of procedure and conduct of business of the Legislative Assembly of Telangana, subject to such modifications and adaptations as may be made therein by the speaker thereof.

The Legislative Councils

22. Legislative Council for successor States.—(1) There shall be constituted a Legislative Council for each of the successor States consisting of not more than ¹[58 members in the Legislative Council of Andhra Pradesh] and 40 members in the Legislative Council of Telangana in accordance with the provisions contained in article 169 of the Constitution.

(2) The existing Legislative Council of the State of Andhra Pradesh shall, on and from the appointed day, be deemed to have been constituted as two Legislative Councils of the successor States and the existing members shall be allotted to the Councils as specified in the Fourth Schedule.

23. Provisions as to Legislative Councils.—(1) On and from the appointed day, there shall be ²[58 seats in the Legislative Council of Andhra Pradesh] and 40 seats in the Legislative Council of Telangana, respectively.

(2) In the Representation of the People Act, 1950 (43 of 1950),—

(i) in the Third Schedule,—

³[(a) for the existing entry 1, the following entry shall be substituted, namely:—

1	2	3	4	5	6	7
"1. Andhra Pradesh	58	20	5	208";]		

(b) after entry 7, the following entry shall be inserted, namely:—

1	2	3	4	5	6	7
"7A. Telangana	40	14	3	3	14	6";]

1. Subs. by Act 12 of 2015, s. 2, for "50 members in the Legislative Council of Andhra Pradesh" (w.e.f. 29-4-2015).

2. Subs. by s. 3, *ibid.*, for "50 seats in the Legislative Council of Andhra Pradesh" (w.e.f. 29-4-2015).

3. Subs. by s. 3, *ibid.*, for entry 1 (w.e.f. 29-4-2015).

(ii) in the Fourth Schedule, after the heading "Tamil Nadu" and the entries relating thereunder, the following heading and the entries shall be inserted, namely:—

"TELANGANA

1. Municipal Corporations;
2. Municipalities;
3. Nagar Panchayats;
4. Cantonment Boards;
5. Zila Praja Parishads;
6. Mandal Praja Parishads."

24. Amendment of Delimitation of Council Constituencies Order.—(1) On and from the appointed day, the Delimitation of Council Constituencies (Andhra Pradesh) Order, 2006 shall stand amended as directed in Part I of the Third Schedule.

(2) On and from the appointed day, the Delimitation of Council Constituencies (Telangana) Order, 2014, as specified in Part II of the Third Schedule shall apply to the successor State of Telangana.

(3) The Central Government may, in consultation with the successor States of Andhra Pradesh, or as the case may be, Telangana, by notification in the Official Gazette amend the Third Schedule.

25. Chairman, Deputy Chairman and rules of procedure.—(1) The person who immediately before the appointed day is the Chairman of the Legislative Council of the existing State of Andhra Pradesh shall continue to be the Chairman of that Council on and from that day and the members of that Council shall choose from amongst the members of the Council, a member to be the Deputy Chairman of that Council.

(2) As soon as may be after the appointed day, the Deputy Chairman of the Legislative Council of the existing State of Andhra Pradesh shall become the Deputy Chairman of the Legislative Council of the successor State of Telangana and until the Chairman is chosen by that Council, the duties of the office of Chairman shall be performed by the Deputy Chairman so appointed.

(3) The rules of procedure and conduct of business of the Legislative Council of Andhra Pradesh as in force immediately before the appointed day shall, until rules are made under clause (1) of article 208, be the rules of procedure and conduct of business of the Legislative Council of Telangana, subject to such modifications and adaptations as may be made therein by the Chairman thereof.

Delimitation of constituencies

26. Delimitation of constituencies.—(1) Subject to the provisions contained in article 170 of the Constitution and without prejudice to section 15 of this Act, the number of seats in the Legislative Assembly of the successor States of Andhra Pradesh and Telangana shall be increased from 175 and 119 to 225 and 153, respectively, and delimitation of the constituencies may be determined by the Election Commission in the manner hereinafter provided—

(a) the number of seats to be reserved for the Scheduled Castes and the Scheduled Tribes in the Legislative Assemblies of the States of Andhra Pradesh and Telangana, respectively, having regard to the relevant provisions of the Constitution;

(b) the assembly constituencies into which each State referred to in clause (a) shall be divided, the extent of each of such constituencies and in which of them seats shall be reserved for the Scheduled Castes or for the Scheduled Tribes; and

(c) the adjustments in the boundaries and description of the extent of the parliamentary constituencies in each State referred to in clause (a) that may be necessary or expedient.

(2) In determining the matters referred to in clauses (b) and (c) of sub-section (1), the Election Commission shall have regard to the following provisions, namely:—

(a) all the constituencies shall be single-member constituencies;

(b) all constituencies shall, as far as practicable, be geographically compact areas, and in delimiting them, regard shall be had to physical features, existing boundaries of administrative units, facilities of communication and conveniences to the public; and

(c) constituencies in which seats are reserved for the Scheduled Castes and the Scheduled Tribes shall, as far as practicable, be located in areas where the proportion of their population to the total population is the largest.

(3) The Election Commission shall, for the purpose of assisting it in the performance of its functions under sub-section (1), associate with it self as associate members, five persons as the Central Government may by order specify, being persons who are the members of the Legislative Assembly of the State or of the House of the People representing the State:

Provided that none of the associate members shall have a right to vote or to sign any decision of the Election Commission.

(4) If, owing to death or resignation, the office of an associate member falls vacant, it shall be filled as far as practicable, in accordance with the provisions of sub-section (3).

(5) The Election Commission shall—

(a) publish its proposals for the delimitation of constituencies together with the dissenting proposals, if any, of any associate member who desires publication thereof in the Official Gazette and in such other manner as the Commission may consider fit, together with a notice inviting objections and suggestions in relation to the proposals and specifying a date on or after which the proposals will be further considered by it;

(b) consider all objections and suggestions which may have been received by it before the date so specified; and

(c) after considering all objections and suggestions which may have been received by it before the date so specified, determine by one or more orders the delimitation of constituencies and cause such order or orders to be published in the Official Gazette,

and upon such publication, the order or orders shall have the full force of law and shall not be called in question in any court.

(6) As soon as may be after such publication, every such order relating to assembly constituencies shall be laid before the Legislative Assembly of the concerned State.

27. Power of Election Commission to maintain Delimitation Orders up-to date.—(1) The Election Commission may, from time to time, by notification in the Official Gazette,—

(a) correct any printing mistakes in any order made under section 26 or any error arising therein from inadvertent slip or omission; and

(b) where the boundaries or name of any territorial division mentioned in any such order or orders is or are altered, make such amendments as appear to it to be necessary or expedient for bringing such order up-to-date.

(2) Every notification under this section relating to an assembly constituency shall be laid, as soon as may be after it is issued, before the concerned Legislative Assembly.

Scheduled Castes and Scheduled Tribes

28. Amendment of Scheduled Castes Order.—On and from the appointed day, the Constitution (Scheduled Castes) Order, 1950 (C.O. 19), shall stand amended as directed in the Fifth Schedule to this Act.

29. Amendment of Scheduled Tribes Order.—On and from the appointed day, the Constitution (Scheduled Tribes) Order, 1950 (C.O. 22), shall stand amended as directed in the Sixth Schedule to this Act.

PART IV

HIGH COURT

30. High Court of Judicature at Hyderabad to be common High Court till establishment of High Court of Andhra Pradesh.—(1) On and from the appointed day,—

(a) the High Court of Judicature at Hyderabad shall be the common High Court for the State of Telangana and the State of Andhra Pradesh till a separate High Court for the State of Andhra Pradesh is constituted under article 214 of the Constitution read with section 31 of this Act;

(b) the Judges of the High Court at Hyderabad for the existing State of Andhra Pradesh holding office immediately before the appointed day shall become on that day the Judges of the common High Court.

(2) The expenditure in respect of salaries and allowances of the Judges of the common High Court shall be allocated amongst the States of Andhra Pradesh and Telangana on the basis of population ratio.

31. High Court of Andhra Pradesh.—(1) Subject to the provisions of section 30, there shall be a separate High Court for the State of Andhra Pradesh (hereinafter referred to as the High Court of Andhra Pradesh) and the High Court of Judicature at Hyderabad shall become the High Court for the State of Telangana (hereinafter referred to as the High Court at Hyderabad).

(2) The principal seat of the High Court of Andhra Pradesh shall be at such place as the President may, by notified order, appoint.

(3) Notwithstanding anything contained in sub-section (2), the Judges and division courts of the High Court of Andhra Pradesh may sit at such other place or places in the State of Andhra Pradesh other than its principal seat as the Chief Justice may, with the approval of the Governor of Andhra Pradesh, appoint.

32. Judges of Andhra Pradesh High Court.—(1) Such of the Judges of the High Court at Hyderabad holding office immediately before the date of establishment of the High Court of Andhra Pradesh as may be determined by the President, shall, from that date cease to be Judges of the High Court at Hyderabad and become, Judges of the High Court of Andhra Pradesh.

(2) The persons who by virtue of sub-section (1) become Judges of the High Court of Andhra Pradesh shall, except in the case where any such person is appointed to be the Chief Justice of that High Court, rank in that Court according to the priority of their respective appointments as Judges of the High Court at Hyderabad.

33. Jurisdiction of Andhra Pradesh High Court.—The High Court of Andhra Pradesh shall have, in respect of any part of the territories included in the State of Andhra Pradesh, all such jurisdiction, powers and authorities, under the law in force immediately before the date referred to in sub-section (1) of section 30, are exercisable in respect of that part of the said territories by the High Court at Hyderabad.

34. Special provision relating to Bar Council and advocates.—(1) On and from the date referred to in sub-section (1) of section 30, in the Advocates Act, 1961 (25 of 1961), in section 3, in sub-section (1), in clause (a), for the words "Rajasthan, Uttar Pradesh", the words "Rajasthan, Telangana, Uttar Pradesh" shall be substituted.

(2) Any person who immediately before the date referred to in sub-section (1) of section 30 is an advocate on the roll of the Bar Council of the existing State of Andhra Pradesh and practising as an advocate in the High Court at Hyderabad, may give his option in writing, within one year from that date to the Bar Council of such existing State, to transfer his name on the roll of the Bar Council of Telangana and notwithstanding anything contained in the Advocates Act, 1961 (25 of 1961) and the rules made thereunder, on such option so given his name shall be deemed to have been transferred on the roll of the

Bar Council of Telangana with effect from the date of the option so given for the purposes of the said Act, and the rules made thereunder.

(3) The persons other than the advocates who are entitled immediately before the date referred to in sub-section (1) of section 30, to practise in the High Court at Hyderabad or any subordinate court thereof shall, on and after that date, be recognised as such persons entitled also to practise in the High Court of Andhra Pradesh or any subordinate court thereof, as the case may be.

(4) The right of audience in the High Court of Andhra Pradesh shall be regulated in accordance with the like principles as immediately before the date referred to in sub-section (1) of section 30, are in force with respect to the right of audience in the High Court at Hyderabad.

35. Practice and procedure in Andhra Pradesh High Court.—Subject to the provisions of this Part, the law in force immediately before the date referred to in sub-section (1) of section 30 with respect to practice and procedure in the High Court at Hyderabad shall, with the necessary modifications, apply in relation to the High Court of Andhra Pradesh, and accordingly, the High Court of Andhra Pradesh shall have all such powers to make rules and orders with respect to practice and procedure as are immediately before that date exercisable by the High Court at Hyderabad.

Provided that any rules or orders which are in force immediately before the date referred to in sub-section (1) of section 30 with respect to practice and procedure in the High Court at Hyderabad shall, until varied or revoked by rules or orders made by the High Court of Andhra Pradesh, apply with the necessary modifications in relation to practice and procedure in the High Court of Andhra Pradesh as if made by that Court.

36. Custody of seal of Andhra Pradesh High Court.—The law in force immediately before the date referred to in sub-section (1) of section 30 with respect to the custody of the seal of the High Court at Hyderabad shall, with the necessary modifications, apply with respect to the custody of the seal of the High Court of Andhra Pradesh.

37. Form of writs and other processes.—The law in force immediately before the date referred to in sub-section (1) of section 30 with respect to the form of writs and other processes used, issued or awarded by the High Court at Hyderabad shall, with the necessary modifications, apply with respect to the form of writs and other processes used, issued or awarded by the High Court of Andhra Pradesh.

38. Powers of Judges.—The law in force immediately before the date referred to in sub-section (1) of section 30 relating to the powers of the Chief Justice, single Judges and division courts of the High Court at Hyderabad and with respect to all matters ancillary to the exercise of those powers shall, with the necessary modifications, apply in relation to the High Court of Andhra Pradesh.

39. Procedure as to appeals to Supreme Court.—The law in force immediately before the date referred to in sub-section (1) of section 30 relating to appeals to the Supreme Court from the High Court at Hyderabad and the Judges and division courts thereof shall, with the necessary modifications, apply in relation to the High Court of Andhra Pradesh.

40. Transfer of proceedings from Hyderabad High Court to Andhra Pradesh High Court.—(1) Except as hereinafter provided, the High Court at Hyderabad shall, as from the date referred to in sub-section (1) of section 30, have no jurisdiction in respect of the State of Andhra Pradesh.

(2) Such proceedings pending in the High Court at Hyderabad immediately before the date referred to in sub-section (1) of section 30 as are certified, whether before or after that day, by the Chief Justice of that High Court, having regard to the place of accrual of the cause of action and other circumstances, to be proceedings which ought to be heard and decided by the High Court of Andhra Pradesh shall, as soon as may be after such certification, be transferred to the High Court of Andhra Pradesh.

(3) Notwithstanding anything contained in sub-sections (1) and (2) of this section or in section 33, but save as hereinafter provided, the High Court at Hyderabad shall have, and the High Court of Andhra Pradesh shall not have, jurisdiction to entertain, hear or dispose of appeals, applications for leave to the Supreme Court, applications for review and other proceedings where any such proceedings seek any relief

in respect of any order passed by the High Court at Hyderabad before the date referred to in sub-section (1) of section 30:

Provided that if after any such proceedings have been entertained by the High Court at Hyderabad, it appears to the Chief Justice of that High Court that they ought to be transferred to the High Court of Andhra Pradesh, he shall order that they shall be so transferred, and such proceedings shall thereupon be transferred accordingly.

(4) Any order made by the High Court at Hyderabad—

(a) before the date referred to in sub-section (1) of section 30, in any proceedings transferred to the High Court of Andhra Pradesh by virtue of sub-section (2), or

(b) in any proceedings with respect to which the High Court at Hyderabad retains jurisdiction by virtue of sub-section (3),

shall for all purposes have effect, not only as an order of the High Court at Hyderabad, but also as an order made by the High Court of Andhra Pradesh.

41. Right to appear or to act in proceedings transferred to Andhra Pradesh High Court.—Any person who, immediately before the date referred to in sub-section (1) of section 30, is an advocate entitled to practise or any other persons entitled to practise in the High Court at Hyderabad and was authorised to appear in any proceedings transferred from that High Court to the High Court of Andhra Pradesh under section 40, shall have the right to appear in the High Court of Andhra Pradesh in relation to those proceedings.

42. Interpretation.—For the purposes of section 40,—

(a) proceedings shall be deemed to be pending in a court until that court has disposed of all issues between the parties, including any issues with respect to the taxation of the costs of the proceedings and shall include appeals, applications for leave to appeal to the Supreme Court, applications for review, petitions for revision and petitions for writs; and

(b) references to a High Court shall be construed as including references to a Judge or division court thereof, and references to an order made by a court or a Judge shall be construed as including references to a sentence, judgment or decree passed or made by that court or Judge.

43. Savings.—Nothing in this Part shall affect the application to the High Court of Andhra Pradesh of any provisions of the Constitution, and this Part shall have effect subject to any provision that may be made on or after the date referred to in sub-section (1) of section 30 with respect to that High Court by any Legislature or other authority having power to make such provision.

PART V

AUTHORISATION OF EXPENDITURE AND DISTRIBUTION OF REVENUES

44. Authorisation of expenditure of Telangana State.—The Governor of existing State of Andhra Pradesh may, at any time before the appointed day, authorise such expenditure from the Consolidated Fund of the State of Telangana as he deems necessary for any period not more than six months beginning with the appointed day pending the sanction of such expenditure by the Legislative Assembly of the State of Telangana:

Provided that the Governor of Telangana may, after the appointed day, authorise such further expenditure as he deems necessary from the Consolidated Fund of the State of Telangana for any period not extending beyond the said period of six months.

45. Reports relating to accounts of Andhra Pradesh State.—(1) The reports of the Comptroller and Auditor-General of India referred to in clause (2) of article 151 relating to the accounts of the existing State of Andhra Pradesh in respect of any period prior to the appointed day shall be submitted to the Governor of each of the successor States of Andhra Pradesh and Telangana who shall cause them to be laid before the Legislature of that State:

(2) The President may by order—

(a) declare any expenditure incurred out of the Consolidated Fund of Andhra Pradesh on any service in respect of any period prior to the appointed day during the financial year or in respect of any earlier financial year in excess of the amount granted for that service and for that year as disclosed in the reports referred to in sub-section (1) to have been duly authorised; and

(b) provide for any action to be taken on any matter arising out of the said reports.

46. Distribution of revenue.—(1) The award made by the Thirteenth Finance Commission to the existing State of Andhra Pradesh shall be apportioned between the successor States by the Central Government on the basis of population ratio and other parameters:

Provided that on the appointed day, the President shall make a reference to the Fourteenth Finance Commission to take into account the resources available to the successor States and make separate awards for each of the successor States.

(2) Notwithstanding anything in sub-section (1), the Central Government may, having regard to the resources available to the successor State of Andhra Pradesh, make appropriate grants and also ensure that adequate benefits and incentives in the form of special development package are given to the backward areas of that State.

(3) The Central Government shall, while considering the special development package for the successor State of Andhra Pradesh, provide adequate incentives, in particular for Rayalaseema and north coastal regions of that State.

PART VI

APPORTIONMENT OF ASSETS AND LIABILITIES

47. Application of Part.—(1) The provisions of this Part shall apply in relation to the apportionment of the assets and liabilities of the existing State of Andhra Pradesh immediately before the appointed day.

(2) The successor States shall be entitled to receive benefits arising out of the decisions taken by the existing State of Andhra Pradesh and the successor States shall be liable to bear the financial liabilities arising out of the decisions taken by the existing State of Andhra Pradesh.

(3) The apportionment of assets and liabilities shall be subject to such financial adjustment as may be necessary to secure just, reasonable and equitable apportionment of the assets and liabilities amongst the successor States.

(4) Any dispute regarding the amount of financial assets and liabilities shall be settled through mutual agreement, failing which by order by the Central Government on the advice of the Comptroller and Auditor-General of India.

48. Land and goods.—(1) Subject to the other provisions of this Part, all land and all stores, articles and other goods belonging to the existing State of Andhra Pradesh shall,—

(a) if within the transferred territory, pass to the State of Telangana; or

(b) in any other case, remain the property of the State of Andhra Pradesh:

Provided that in case of properties situated outside the existing State of Andhra Pradesh, such properties shall be apportioned between the successor States on the basis of population ratio:

Provided further that where the Central Government is of opinion that any goods or class of goods should be distributed among the States of Andhra Pradesh and Telangana, otherwise than according to the situation of the goods, the Central Government may issue such directions as it thinks fit for a just and equitable distribution of the goods and the goods shall pass to the successor States accordingly:

Provided also that in case of any dispute relating to the distribution of any goods or class of goods under this sub-section, the Central Government shall endeavour to settle such dispute through mutual agreement arrived at between the Governments of the successor States for that purpose, failing which the

Central Government may, on request by any of the Governments of the successor States, after consulting the Governments of the successor States, issue such direction as it may deem fit for the distribution of such goods or class of goods, as the case may be, under this sub-section.

(2) Stores held for specific purposes, such as use or utilisation in particular institutions, workshops or undertakings or on particular works under construction, shall pass to the successor States in whose territories such institutions, workshops, undertakings or works are located.

(3) Stores relating to the Secretariat and offices of Heads of Departments having jurisdiction over the whole of the existing State of Andhra Pradesh shall be divided between the successor States on the basis of population ratio.

(4) In this section, the expression "land" includes immovable property of every kind and any rights in or over such property, and the expression "goods" does not include coins, bank notes and currency notes.

49. Treasury and bank balances.—The total of the cash balances in all treasuries of the existing State of Andhra Pradesh and the credit balances of the existing State of Andhra Pradesh with the Reserve Bank of India, the State Bank of India or any other bank immediately before the appointed day shall be divided between the States of Andhra Pradesh and Telangana on the basis of population ratio:

Provided that for the purposes of such division, there shall be no transfer of cash balances from any treasury to any other treasury and the apportionment shall be effected by adjusting the credit balances of the two States in the books of the Reserve Bank of India on the appointed day:

Provided further that if the State of Telangana has no account on the appointed day with the Reserve Bank of India, the adjustment shall be made in such manner as the Central Government may, by order, direct.

50. Arrears of taxes.—The right to recover arrears of the tax or duty on property, including arrears of land revenue, shall belong to the successor State in which the property is situated, and the right to recover arrears of any other tax or duty shall belong to the successor State in whose territories the place of assessment of that tax or duty is included on the appointed day.

51. Right to recover loans and advances.—(1) The right of the existing State of Andhra Pradesh to recover any loans or advances made before the appointed day to any local body, society, agriculturist or other person in an area within that State shall belong to the successor State in which that area is included on that day.

(2) The right of the existing State of Andhra Pradesh to recover any loans or advances made before the appointed day to any person or institution outside that State shall belong to the State of Andhra Pradesh:

Provided that any sum recovered in respect of any such loan or advance shall be divided between the States of Andhra Pradesh and Telangana on the basis of population ratio.

52. Investments and credits in certain funds.—(1) The securities held in respect of the investments made from Cash Balances Investment Account or from any Fund in the Public Account of the existing State of Andhra Pradesh as specified in the Seventh Schedule shall be apportioned on the basis of population ratio of the successor States:

Provided that the securities held in investments made from the Calamity Relief Fund of the existing State of Andhra Pradesh shall be divided in the ratio of the area of the territories occupied by the successor States.

(2) The investments of the existing State of Andhra Pradesh immediately before the appointed day in any special fund, the objects of which are confined to a local area, shall belong to the State in which that area is included on the appointed day:

Provided that the investments in such special funds on multiple entities situated in different parts of the existing State, and such parts fall within the territories of the States of Andhra Pradesh and Telangana, shall be apportioned between the successor States on the basis of population ratio.

(3) The investments of the existing State of Andhra Pradesh immediately before the appointed day in any private, commercial or industrial undertaking, the objects of which are confined to a local area, shall belong to the successor State in which such area is included on the appointed day:

Provided that investments in such entities, having multiple units situated in different parts of the existing State, and such parts fall within the territories of the States of Andhra Pradesh and Telangana, shall be apportioned between the successor States on the basis of population ratio.

(4) Where any body corporate constituted under a Central Act, State Act or Provincial Act for the existing State of Andhra Pradesh or any part thereof has, by virtue of the provisions of Part II, become an inter-State body corporate, the investments in, or loans or advances to, any such body corporate by the existing State of Andhra Pradesh made before the appointed day shall, save as otherwise expressly provided by or under this Act, be divided between the States of Andhra Pradesh and Telangana in the same proportion in which the assets of the body corporate are divided under the provisions of this Part.

53. Assets and liabilities of State undertakings.—(1) The assets and liabilities relating to any commercial or industrial undertaking of the existing State of Andhra Pradesh, where such undertaking or part thereof is exclusively located in, or its operations are confined to, a local area, shall pass to the State in which that area is included on the appointed day, irrespective of the location of its headquarters:

Provided that where the operation of such undertaking becomes inter-State by virtue of the provisions of Part II, the assets and liabilities of—

(a) the operational units of the undertaking shall be apportioned between the two successor States on location basis; and

(b) the headquarters of such undertaking shall be apportioned between the two successor States on the basis of population ratio.

(2) Upon apportionment of the assets and liabilities, such assets and liabilities shall be transferred in physical form on mutual agreement or by making payment or adjustment through any other mode as may be agreed to by the successor States.

54. Public Debt.—(1) All liabilities on account of Public Debt and Public Account of the existing State of Andhra Pradesh outstanding immediately before the appointed day shall be apportioned on the basis of population ratio of the successor States unless a different mode of apportionment is provided under the provisions of this Act.

(2) The individual items of liabilities to be allocated to the successor States and the amount of contribution required to be made by one successor State to another shall be such as may be ordered by the Central Government on the advice of the Comptroller and Auditor-General of India:

Provided that till such orders are issued, the liabilities on account of Public Debt and Public Account of the existing State of Andhra Pradesh shall continue to be the liabilities of the successor State of Andhra Pradesh.

(3) The liability on account of loan raised from any source and re-lent by the existing State of Andhra Pradesh to such entities as may be specified by the Central Government and whose area of operation is confined to either of the successor States shall devolve on the respective States as specified in sub-section (4).

(4) The public debt of the existing State of Andhra Pradesh attributable to loan taken from any source for the express purpose of re-lending the same to a specific institution and outstanding immediately before the appointed day shall,—

(a) if re-lent to any local body, body corporate or other institution in any local area, be the debt of the State in which the local area is included on the appointed day; or

(b) if re-lent to any other corporation or institution which becomes an inter-State corporation or institution on the appointed day, be divided between the States of Andhra Pradesh and Telangana in

the same proportion in which the assets of such body corporate or institution are divided under the provisions of Part VII.

(5) Where a sinking fund or a depreciation fund is maintained by the existing State of Andhra Pradesh for repayment of any loan raised by it, the securities held in respect of investments made from that fund shall be divided between the successor States of Andhra Pradesh and Telangana in the same proportion in which the total public debt is divided between the two States under this section.

(6) In this section, the expression "Government security" means a security created and issued by a State Government for the purpose of raising a public loan and having any of the forms specified in, or prescribed under, clause (2) of section 2 of the Public Debt Act, 1944 (18 of 1944).

55. Floating Debt.—All liabilities of the existing State of Andhra Pradesh in respect of any floating loan to provide short term finance to any local body, body corporate or other institution, shall be determined on the following basis, namely:—

(a) if, the purposes of the floating loan are, on and from the appointed day, exclusive purposes of either of the successor States, then, of that State;

(b) in any other case, it shall be divided on the basis of population ratio.

56. Refund of taxes collected in excess.—(1) The liability of the existing State of Andhra Pradesh to refund any tax or duty on property, including land revenue, collected in excess shall be the liability of the successor State in whose territories the property is situated, and the liability of the existing State of Andhra Pradesh to refund any other tax or duty collected in excess shall be apportioned between the Successor States of Andhra Pradesh and Telangana on the basis of population ratio and the State discharging the liability shall be entitled to receive from the other State its share of the liability, if any.

(2) The liability of the existing State of Andhra Pradesh to refund any other tax or duty collected in excess on the appointed day shall be the liability of the successor State in whose territories the place of assessment of such tax or duty is included, and the liability of the existing State of Andhra Pradesh to refund any other tax or duty collected in excess shall be apportioned between the Successor States of Andhra Pradesh and Telangana on the basis of population ratio and the State discharging the liability shall be entitled to receive from the other State its share of the liability, if any.

57. Deposits, etc.—(1) The liability of the existing State of Andhra Pradesh in respect of any civil deposit or local fund deposit shall, as from the appointed day, be the liability of the successor State in whose area the deposit has been made.

(2) The liability of the existing State of Andhra Pradesh in respect of any charitable or other endowment shall, as from the appointed day, be the liability of the successor State in whose area the institution entitled to the benefit of the endowment is located or of the successor State to which the objects of the endowment, under the terms thereof, are confined:

Provided that any civil deposits or loan funds or charitable or other endowment fund maintained by the existing State of Andhra Pradesh before the appointed day having jurisdiction over the entire State shall be apportioned between the successor States on the basis of population ratio.

58. Provident Fund.—The liability of the existing State of Andhra Pradesh in respect of the Provident Fund account of a Government servant in service on the appointed day shall, as from that day, be the liability of the successor State to which that Government servant is permanently allotted.

59. Pensions.—The liability of the existing State of Andhra Pradesh in respect of pensions shall pass to, or be apportioned between, the successor States of Andhra Pradesh and Telangana in accordance with the provisions contained in the Eighth Schedule to this Act.

60. Contracts.—(1) Where, before the appointed day, the existing State of Andhra Pradesh has made any contract in the exercise of its executive power for any purposes of the State, that contract shall,—

(a) if the purposes of the contract are, on and from the appointed day, exclusive purposes of either of the successor States of Andhra Pradesh and Telangana, then it shall be deemed to have been

made in exercise of the executive power of that State and the liability shall be discharged by that State; and

(b) in any other case, all rights and liabilities which have accrued or may accrue under any such contract shall be apportioned between the successor States on the basis of population ratio or in any other manner as may be agreed to by the successor States.

(2) For the purposes of this section, there shall be deemed to be included in the liabilities which have accrued or may accrue under any contract—

(a) any liability to satisfy an order or award made by any court or other tribunal in proceedings relating to the contract; and

(b) any liability in respect of expenses incurred in or in connection with any such proceedings.

(3) This section shall have effect subject to the other provisions of this Part relating to the apportionment of liabilities in respect of loans, guarantees and other financial obligations; and the bank balances and securities shall, notwithstanding that they partake of the nature of contractual rights, be dealt with under those provisions.

61. Liability in respect of actionable wrong.—Where, immediately before the appointed day, the existing State of Andhra Pradesh is subject to any liability in respect of any actionable wrong other than breach of contract, that liability shall,—

(a) if the cause of action arose wholly within the territories which, as from that day, are the territories of either of the successor States of Andhra Pradesh or Telangana, be the liability of that State; and

(b) in any other case, be apportioned between the successor States on the basis of population ratio or in any other manner as may be agreed to by the successor States.

62. Liability as guarantor.—Where, immediately before the appointed day, the existing State of Andhra Pradesh is liable as guarantor in respect of any liability of a registered co-operative society or other person, that liability shall,—

(a) if the area of operations of such society or persons is confined to the territories which, as from that day, are the territories of either of the States of Andhra Pradesh or Telangana, be a liability of that State; and

(b) in any other case, be apportioned between the successor States on the basis of population ratio or in any other manner as may be agreed to by the successor States.

63. Items in suspense.—If any item in suspense is ultimately found to affect an asset or liability of the nature referred to in any of the foregoing provisions of this Part, it shall be dealt with in accordance with that provision.

64. Residuary provision.—The benefit or burden of any asset or liability of the existing State of Andhra Pradesh not dealt with in the foregoing provisions of this Part shall pass to the State of Andhra Pradesh in the first instance, subject to such financial adjustment as may be agreed upon between the States of Andhra Pradesh and Telangana or, in default of such agreement, as the Central Government may, by order, direct.

65. Apportionment of assets or liabilities by agreement.—Where the successor States of Andhra Pradesh and Telangana agree that the benefit or burden of any particular asset or liability should be apportioned between them in a manner other than that provided for in the foregoing provisions of this Part, notwithstanding anything contained therein, the benefit or burden of that asset or liability shall be apportioned in the manner agreed upon.

66. Power of Central Government to order allocation or adjustment in certain cases.—Where, by virtue of any of the provisions of this Part, either of the successor States of Andhra Pradesh and Telangana becomes entitled to any property or obtains any benefits or becomes subject to any liability, and the Central Government is of opinion, on a reference made within a period of three years from the

appointed day by either of the States, that it is just and equitable that such property or those benefits should be transferred to, or shared with, the other successor State, or that a contribution towards that liability should be made by the other successor State, the said property or benefits shall be allocated in such manner between the two States, or the other State shall make to the State subject to the liability such contribution in respect thereof, as the Central Government may, after consultation with the two State Governments, by order, determine.

67. Certain expenditure to be charged on Consolidated Fund.—All sums payable by the State of Andhra Pradesh or by the State of Telangana, as the case may be, to the other State, or by the Central Government to the successor States, by virtue of the provisions of this Act, shall be charged on the Consolidated Fund of the State by which such sums are payable or, as the case may be, the Consolidated Fund of India.

PART VII

PROVISIONS AS TO CERTAIN CORPORATIONS

68. Provisions for various companies and corporations.—(1) The companies and corporations specified in the Ninth Schedule constituted for the existing State of Andhra Pradesh shall, on and from the appointed day, continue to function in those areas in respect of which they were functioning immediately before that day, subject to the provisions of this section.

(2) The assets, rights and liabilities of the companies and corporations referred to in sub-section (1) shall be apportioned between the successor States in the manner provided in section 53.

69. Continuance of arrangements in regard to generation and supply of electric power and supply of water.—If it appears to the Central Government that the arrangement in regard to the generation or supply of electric power or the supply of water for any area or in regard to the execution of any project for such generation or supply has been or is likely to be modified to the disadvantage of that area by reason of the fact that it is, by virtue of the provisions of Part II, outside the State in which the power stations and other installations for the generation and supply of such power, or the catchment area, reservoirs and other works for the supply of water, as the case may be, are located, the Central Government may, after consultation with the Governments of the successor States wherever necessary, give such directions as it deems proper to the State Government or other authority concerned for the maintenance, so far as practicable, of the previous arrangement and the State to which such directions are given shall comply with them.

70. Provisions as to Andhra Pradesh State Financial Corporation.—(1) The Andhra Pradesh State Financial Corporation established under the State Financial Corporations Act, 1951 (63 of 1951) shall, on and from the appointed day, continue to function in those areas in respect of which it was functioning immediately before that day, subject to the provisions of this section and to such directions as may, from time to time, be issued by the Central Government.

(2) Any directions issued by the Central Government under sub-section (1) in respect of the Corporation may include a direction that the said Act, in its application to the Corporation, shall have effect subject to such exceptions and modifications as may be specified in the direction.

(3) Notwithstanding anything contained in sub-section (1) or sub-section (2), the Board of Directors of the Corporation may, with the previous approval of the Central Government and shall, if so required by the Central Government, convene at any time after the appointed day a meeting for the consideration of a scheme for the reconstitution or reorganisation or dissolution, as the case may be, of the Corporation, including proposals regarding the formation of new Corporations, and the transfer thereto of the assets, rights and liabilities of the existing Corporation, and if such a scheme is approved at the general meeting by a resolution passed by a majority of the share holders present and voting, the scheme shall be submitted to the Central Government for its sanction.

(4) If the scheme is sanctioned by the Central Government either without modifications or with modifications which are approved at a general meeting, the Central Government shall certify the scheme, and upon such certification, the scheme shall, notwithstanding any thing to the contrary contained in any

law for the time being in force, be binding on the Corporations affected by the scheme as well as the shareholders and creditors thereof.

(5) If the scheme is not so approved or sanctioned, the Central Government may refer the scheme to such Judge of the High Court of Andhra Pradesh or the High Court of Telangana as may be nominated in this behalf by the Chief Justice thereof, and the decision of the Judge in regard to the scheme shall be final and shall be binding on the Corporations affected by the scheme as well as the shareholders and creditors thereof.

(6) Nothing in the preceding provisions of this section shall be construed as preventing the Government of the States of Andhra Pradesh and Telangana from constituting, at anytime on or after the appointed day, a State Financial Corporation for that State under the State Financial Corporations Act, 1951 (63 of 1951).

71. Certain provisions for companies.—Notwithstanding anything in this Part, the Central Government may, for each of the companies specified in the Ninth Schedule to this Act, issue directions—

(a) regarding the division of the interests and shares of the existing State of Andhra Pradesh in the Company between the successor States;

(b) requiring the reconstitution of the Board of Directors of the Company so as to give adequate representation to the successor States.

72. Temporary provisions as to continuance of certain existing road transport permits.—(1) Notwithstanding anything contained in section 88 of the Motor Vehicles Act, 1988 (59 of 1988), a permit granted by the State Transport Authority of the existing State of Andhra Pradesh or any Regional Transport Authority in that State shall, if such permit was, immediately before the appointed day, valid and effective in any area in the transferred territory, be deemed to continue to be valid and effective in that area after that day till its period of validity subject to the provisions of that Act as for the time being in force in that area; and it shall not be necessary for any such permit to be countersigned by the State Transport Authority of Telangana or any Regional Transport Authority therein for the purpose of validating it for use in such area:

Provided that the Central Government may, after consultation with the successor State Government or Governments concerned add to amend or vary the conditions attached to the permit by the Authority by which the permit was granted.

(2) No tolls, entrance fees or other charges of a like nature shall be levied after the appointed day in respect of any transport vehicle for its operations in any of the successor States under any such permit, if such vehicle was, immediately before that day, exempt from the payment of any such toll, entrance fees or other charges for its operations in the transferred territory:

Provided that the Central Government may, after consultation with the State Government or Governments concerned, authorise the levy of any such toll, entrance fees or other charges, as the case may be:

Provided further that the provisions of this sub-section shall not be applicable where any such tolls, entrance fees or other charges of a like nature are leviable for the use of any road or bridge which is constructed or developed for commercial purpose by the State Government, an undertaking of the State Government, a joint undertaking in which the State Government is a shareholder or the private sector.

73. Special provisions relating to, retrenchment compensation in certain cases.—Where on account of the reorganisation of the existing State of Andhra Pradesh under this Act, any body corporate constituted under a Central Act, State Act or Provincial Act, any co-operative society registered under any law relating to co-operative societies or any commercial or industrial undertaking of that State is reconstituted or reorganised in any manner whatsoever or is amalgamated with any other body corporate, co-operative society or undertaking, or is dissolved, and in consequence of such reconstitution, reorganisation, amalgamation or dissolution, any workman employed by such body corporate or in any such co-operative society or undertaking, is transferred to, or re-employed by, any other body corporate, or in any other co-operative society or undertaking, then, notwithstanding anything contained in section

25F or section 25FF or section 25FFF of the Industrial Disputes Act, 1947 (14 of 1947), such transfer or re-employment shall not entitle him to any compensation under that section:

Provided that—

(a) the terms and conditions of service applicable to the workman after such transfer or re-employment are not less favourable to the workman than those applicable to him immediately before the transfer or re-employment;

(b) the employer in relation to the body corporate, the co-operative society or the undertaking where the workman transferred or re-employed is, by agreement or otherwise, legally liable to pay to the workman, in the event of his retrenchment, compensation under section 25F or section 25FF or section 25FFF of the Industrial Disputes Act, 1947 (14 of 1947) on the basis that his service has been continuous and has not been interrupted by the transfer or re-employment.

74. Special provision as to income-tax.—Where the assets, rights and liabilities of any body corporate carrying on business are, under the provisions of this Part, transferred to any other bodies corporate which after the transfer carry on the same business, the losses or profits or gains sustained by the body corporate first-mentioned which, but for such transfer, would have been allowed to be carried forward and set off in accordance with the provisions of Chapter VI of the Income-tax Act, 1961 (43 of 1961), shall be apportioned amongst the transferee bodies corporate in accordance with the rules to be made by the Central Government in this behalf and, upon such apportionment, the share of loss allotted to each transferee body corporate shall be dealt with in accordance with the provisions of Chapter VI of the said Act, as if the transferee body corporate had itself sustained such loss in a business carried on by it in the years in which those losses were sustained.

75. Continuance of facilities in certain State institutions.—(1) The Government of the State of Andhra Pradesh or the State of Telangana, as the case may be, shall, in respect of the institutions specified in the Tenth Schedule to this Act, located in that State, continue to provide facilities to the people of the other State which shall not, in any respect, be less favourable to such people than what were being provided to them before the appointed day, for such period and upon such terms and conditions as may be agreed upon between the two State Governments within a period of one year from the appointed day or, if no agreement is reached within the said period, as may be fixed by order of the Central Government.

(2) The Central Government may, at any time within one year from the appointed day, by notification in the Official Gazette, specify in the Tenth Schedule referred to in sub-section (1) any other institution existing on the appointed day in the States of Andhra Pradesh and Telangana and, on the issue of such notification, such Schedule shall be deemed to be amended by the inclusion of the said institution therein.

PART VIII

PROVISIONS AS TO SERVICES

76. Provisions relating to All-India Services.—(1) In this section, the expression “State cadre”—

(a) in relation to the Indian Administrative Service, has the meaning assigned to it in the Indian Administrative Service (Cadre) Rules, 1954;

(b) in relation to the Indian Police Service, has the meaning assigned to it in the Indian Police Service (Cadre) Rules, 1954; and

(c) in relation to the Indian Forest Service, has the meaning assigned to it in the Indian Forest Service (Cadre) Rules, 1966.

(2) In place of the cadres of the Indian Administrative Service, Indian Police Service and Indian Forest Service for the existing State of Andhra Pradesh, there shall, on and from the appointed day, be two separate cadres, one for the State of Andhra Pradesh and the other for the State of Telangana in respect of each of these services.

(3) The provisional strength, composition and allocation of officers to the State cadres referred to in sub-section (2) shall be such as the Central Government may, by order, determine on or after the appointed day.

(4) The members of each of the said services borne on the Andhra Pradesh cadre immediately before the appointed day shall be allocated to the successor State cadres of the same service constituted under sub-section (2) in such manner and with effect from such date or dates as the Central Government may, by order, specify.

(5) Nothing in this section shall be deemed to affect the operation, on or after the appointed day, of the All-India Services Act, 1951 (61 of 1951), or the rules made thereunder.

77. Provisions relating to other services.—(1) Every person who immediately before the appointed day is serving on substantive basis in connection with the affairs of the existing State of Andhra Pradesh shall, on and from that day provisionally continue to serve in connection with the affairs of the State of Andhra Pradesh unless he is required, by general or special order of the Central Government to serve provisionally in connection with the affairs of the State of Telangana:

Provided that every direction under this sub-section issued after the expiry of a period of one year from the appointed day shall be issued with the consultation of the Governments of the successor States.

(2) As soon as may be after the appointed day, the Central Government shall, by general or special order, determine the successor State to which every person referred to in sub-section (1) shall be finally allotted for service, after consideration of option received by seeking option from the employees, and the date with effect from which such allotment shall take effect or be deemed to have taken effect:

Provided that even after the allocation has been made, the Central Government may, in order to meet any deficiency in the service, depute officers of other State services from one successor State to the other:

Provided further that as far as local, district, zonal and multi-zonal cadres are concerned, the employees shall continue to serve, on or after the appointed day, in that cadre:

Provided also that the employees of local, district, zonal and multi-zonal cadres which fall entirely in one of the successor States, shall be deemed to be allotted to that successor State:

Provided also that if a particular zone or multi-zone falls in both the successor States, then the employees of such zonal or multi-zonal cadre shall be finally allotted to one or the other successor States in terms of the provisions of this sub-section.

(3) Every person who is finally allotted under the provisions of sub-section (2) to a successor State shall, if he is not already serving therein, be made available for serving in the successor State from such date as may be agreed upon between the Governments of the successor States or, in default of such agreement, as may be determined by the Central Government:

Provided that the Central Government shall have the power to review any of its orders issued under this section.

78. Other provisions relating to services.—(1) Nothing in this section or in section 77 shall be deemed to affect, on or after the appointed day, the operation of the provisions of Chapter I of Part XIV of the Constitution in relation to determination of the conditions of service of persons serving in connection with the affairs of the Union or any State:

Provided that the conditions of service applicable immediately before the appointed day in the case of any person deemed to have been allocated to the State of Andhra Pradesh or to the State of Telangana under section 77 shall not be varied to his disadvantage except with the previous approval of the Central Government.

(2) All services prior to the appointed day rendered by a person,—

(a) if he is deemed to have been allocated to any State under section 77, shall be deemed to have been rendered in connection with the affairs of that State;

(b) if he is deemed to have been allocated to the Union in connection with the administration of the successor State of Telangana, shall be deemed to have been rendered in connection with the affairs of the Union, for the purposes of the rules regulating his conditions of service.

(3) The provisions of section 77 shall not apply in relation to members of any All-India Service.

79. Provisions as to continuance of officers in same post.—Every person who, immediately before the appointed day, is holding or discharging the duties of any post or office in connection with the affairs of the existing State of Andhra Pradesh in any area which on that day falls within one of the successor States shall continue to hold the same post or office in that successor State, and shall be deemed, on and from that day, to have been duly appointed to the post or office by the Government of, or other appropriate authority in, that successor State:

Provided that nothing in this section shall be deemed to prevent a competent authority, on and from the appointed day, from passing in relation to such person any order affecting the continuance in such post or office.

80. Advisory committees.—(1) The Central Government may, by order, establish one or more Advisory Committees, within a period of thirty days from the date of enactment of the Andhra Pradesh Reorganisation Act, 2014, for the purpose of assisting it in regard to—

(a) the discharge of any of its functions under this Part; and

(b) the ensuring of fair and equitable treatment to all persons affected by the provisions of this Part and the proper consideration of any representations made by such persons.

(2) The allocation guidelines shall be issued by the Central Government on or after the date of enactment of the Andhra Pradesh Reorganisation Act, 2014 and the actual allocation of individual employees shall be made by the Central Government on the recommendations of the Advisory Committee:

Provided that in case of disagreement or conflict of opinion, the decision of the Central Government shall be final:

Provided further that necessary guidelines as and when required shall be framed by the Central Government or as the case may be, by the State Advisory Committee which shall be approved by the Central Government before such guidelines are issued.

81. Power of Central Government to give directions.—The Central Government may give such directions to the State Government of Andhra Pradesh and the State Government of Telangana as may appear to it to be necessary for the purpose of giving effect to the foregoing provisions of this Part and the State Governments shall comply with such directions.

82. Provision for employees of Public Sector Undertakings, etc.—On and from the appointed day, the employees of State Public Sector Undertakings, corporations and other autonomous bodies shall continue to function in such undertaking, corporation or autonomous bodies for a period of one year and during this period the corporate body concerned shall determine the modalities for distributing the personnel between the two successor States.

83. Provisions as to State Public Service Commission.—(1) The Public Service Commission for the existing State of Andhra Pradesh shall, on and from the appointed day, be the Public Service Commission for the State of Andhra Pradesh.

(2) There shall be constituted a Public Service Commission in accordance with article 315 of the Constitution by the successor State of Telangana, and until such Commission is constituted, the Union Public Service Commission may, with the approval of the President, agree to serve the needs of the State of Telangana in terms of clause (4) of that article.

(3) The persons holding office immediately before the appointed day as the Chairman or other member of the Public Service Commission for the existing State of Andhra Pradesh shall, as from the

appointed day, be the Chairman or, as the case may be, the other member of the Public Service Commission for the State of Andhra Pradesh.

(4) Every person who becomes the Chairman or other member of the Public Service Commission for the State of Andhra Pradesh on the appointed day under sub-section (3) shall—

(a) be entitled to receive from the Government of the State of Andhra Pradesh conditions of service not less favourable than those to which he was entitled under the provisions applicable to him;

(b) subject to the proviso to clause (2) of article 316, hold office or continue to hold office until the expiration of his term of office as determined under the provisions applicable to him immediately before the appointed day.

(5) The report of the Andhra Pradesh Public Service Commission as to the work done by the Commission in respect of any period prior to the appointed day shall be presented under clause (2) of article 323 to the Governors of the States of Andhra Pradesh and Telangana and the Governor of the State of Andhra Pradesh shall, on receipt of such report, cause a copy thereof together with a memorandum explaining as far as possible, as respects the cases, if any, where the advice of the Commission was not accepted, the reasons for such non-acceptance to be laid before the Legislature of the State of Andhra Pradesh and it shall not be necessary to cause such report or any such memorandum to be laid before the Legislative Assembly of the State of Telangana.

PART IX

MANAGEMENT AND DEVELOPMENT OF WATER RESOURCES

84. Apex Council for Godavari and Krishna river water resources and their Management Boards.—(1) The Central Government shall, on and from the appointed day, constitute an Apex Council for the supervision of the functioning of the Godavari River Management Board and Krishna River Management Board.

(2) The Apex Council shall consist of—

(a) Minister of Water Resources, Government of India—Chairperson;

(b) Chief Minister of State of Andhra Pradesh—Member;

(c) Chief Minister of State of Telangana—Member.

(3) The functions of the Apex Council shall include—

(i) supervision of the functioning of the Godavari River Management Board and Krishna River Management Board;

(ii) planning and approval of proposals for construction of new projects, if any, based on Godavari or Krishna river water, after getting the proposal appraised and recommended by the River Management Boards and by the Central Water Commission, wherever required;

(iii) resolution of any dispute amicably arising out of the sharing of river waters through negotiations and mutual agreement between the successor States;

(iv) reference of any disputes not covered under Krishna Water Disputes Tribunal, to a Tribunal to be constituted under the Inter-State River Water Disputes Act, 1956 (33 of 1956).

85. Constitution and functions of River Management Board.—(1) The Central Government shall constitute two separate Boards to be called the Godavari River Management Board and Krishna River Management Board (to be known as the Board), within a period of sixty days from the appointed day, for the administration, regulation, maintenance and operation of such projects, as may be notified by the Central Government from time to time.

(2) The headquarters of Godavari River Management Board shall be located in the successor State of Telangana and of the Krishna River Management Board shall be located in the successor State of Andhra Pradesh.

(3) The Godavari River Management Board and Krishna River Management Board shall be autonomous bodies under the administrative control of the Central Government, and shall comply with such directions as may, from time to time, be given to them by the Central Government.

(4) Each Board shall consist of the following Chairperson and Members, namely:—

(a) a Chairperson not below the rank or level of Secretary or Additional Secretary to the Government of India to be appointed by the Central Government;

(b) two members, to be nominated by each of the successor States, of which one shall be the technical member not below the rank of Chief Engineer and the other administrative member to represent the concerned States;

(c) one expert to be nominated by the Central Government.

(5) Each Board shall have a full-time Member Secretary, not below the rank of Chief Engineer in the Central Water Commission, to be appointed by the Central Government.

(6) The Central Government shall create such number of posts of the rank of Chief Engineer in the Central Water Commission, as it considers necessary.

(7) Each Board shall be assisted in the day to day management of reservoirs by the Central Industrial Security Force constituted under the Central Industrial Security Force Act, 1968 (50 of 1968), on such terms and conditions as the Central Government may specify.

(8) The functions of each Board shall include—

(a) the regulation of supply of water from the projects to the successor States having regard to—

(i) awards granted by the Tribunals constituted under the Inter-State River Water Disputes Act, 1956 (33 of 1956);

(ii) any agreement entered into or arrangement made covering the Government of existing State of Andhra Pradesh and any other State or Union territory;

(b) the regulation of supply of power generated to the authority in-charge of the distribution of power having regard to any agreement entered into or arrangement made covering the Government of the existing State of Andhra Pradesh and any other State or Union territory;

(c) the construction of such of the remaining on-going or new works connected with the development of the water resources projects relating to the rivers or their tributaries through the successor States as the Central Government may specify by notification in the Official Gazette;

(d) making an appraisal of any proposal for construction of new projects on Godavari or Krishna rivers and giving technical clearance, after satisfying that such projects do not negatively impact the availability of water as per the awards of the Tribunals constituted under the Inter-State River Water Disputes Act, 1956 (33 of 1956) for the projects already completed or taken up before the appointed day; and

(e) such other functions as the Central Government may entrust to it on the basis of the principles specified in the Eleventh Schedule.

86. Staff of the Management Board.—(1) The Board shall employ such staff as it may consider necessary for the efficient discharge of its functions under this Act and such staff shall, at the first instance, be appointed on deputation from the successor States in equal proportion and absorbed permanently in the Board.

(2) The Government of the successor States shall at all times provide the necessary funds to the Board to meet all expenses (including the salaries and allowances of the staff) required for the discharge of its functions and such amounts shall be apportioned between the States concerned in such proportion as the Central Government may, having regard to the benefits to each of the said States, specify.

(3) The Board may delegate such of its powers, functions and duties as it may deem fit to the Chairman of the said Board or to any officer subordinate to the Board.

(4) The Central Government may, for the purpose of enabling the Board to function efficiently, issue such directions to the State Governments concerned, or any other authority, and the State Governments, or the other authority, shall comply with such directions.

87. Jurisdiction of Board.—(1) The Board shall ordinarily exercise jurisdiction on Godavari and Krishna rivers in regard to any of the projects over headworks (barrages, dams, reservoirs, regulating structures), part of canal network and transmission lines necessary to deliver water or power to the States concerned, as may be notified by the Central Government, having regard to the awards, if any, made by the Tribunals constituted under the Inter-State River Water Disputes Act, 1956 (33 of 1956).

(2) If any question arises as to whether the Board has jurisdiction under sub-section (1) over any project referred thereto, the same shall be referred to the Central Government for decision thereon.

88. Power of Board to make regulations.—The Board may make regulations consistent with the Act and the rules made thereunder, to provide for—

(a) regulating the time and place of meetings of the Board and the procedure to be followed for the transaction of business at such meetings;

(b) delegation of powers and duties of the Chairman or any officer of the Board;

(c) the appointment and regulation of the conditions of service of the officers and other staff of the Board;

(d) any other matter for which regulations are considered necessary by the Board.

89. Allocation of water resources.—The term of the Krishna Water Disputes Tribunal shall be extended with the following terms of reference, namely:—

(a) shall make project-wise specific allocation, if such allocation have not been made by a Tribunal constituted under the Inter-State River Water Disputes Act, 1956 (33 of 1956);

(b) shall determine an operational protocol for project-wise release of water in the event of deficit flows.

Explanation.—For the purposes of this section, it is clarified that the project specific awards already made by the Tribunal on or before the appointed day shall be binding on the successor States.

90. Polavaram Irrigation Project to be a national project.—(1) The Polavaram Irrigation Project is hereby declared to be a national project.

(2) It is hereby declared that it is expedient in the public interest that the Union should take under its control the regulation and development of the Polavaram Irrigation Project for the purposes of irrigation.

(3) The consent for Polavaram Irrigation Project shall be deemed to have been given by the successor State of Telangana.

(4) The Central Government shall execute the project and obtain all requisite clearances including environmental, forests, and rehabilitation and resettlement norms.

91. Arrangements on Tungabhadra Board.—(1) The Governments of the successor States of Andhra Pradesh and Telangana shall replace the existing State of Andhra Pradesh on the Tungabhadra Board.

(2) The Tungabhadra Board shall continue to monitor the release of water to High Level Canal, Low Level Canal and Rajolibanda Diversion Scheme.

PART X

INFRASTRUCTURE AND SPECIAL ECONOMIC MEASURES

92. Successor States to follow principles, guidelines, etc., issued by Central Government.—The principles, guidelines, directions and orders issued by the Central Government, on and from the appointed day, on matters relating to coal, oil and natural gas, and power generation, transmission and distribution as enumerated in the Twelfth Schedule shall be implemented by the successor States.

93. Measures for progress and development of successor States.—The Central Government shall take all necessary measures as enumerated in the Thirteenth Schedule for the progress and sustainable development of the successor States within a period of ten years from the appointed day.

94. Fiscal measures including tax incentives.—(1) The Central Government shall take appropriate fiscal measures, including offer of tax incentives, to the successor States, to promote industrialisation and economic growth in both the States.

(2) The Central Government shall support the programmes for the development of backward areas in the successor States, including expansion of physical and social infrastructure.

(3) The Central Government shall provide special financial support for the creation of essential facilities in the new capital of the successor State of Andhra Pradesh including the Raj Bhawan, High Court, Government Secretariat, Legislative Assembly, Legislative Council, and such other essential infrastructure.

(4) The Central Government shall facilitate the creation of a new capital for the successor State of Andhra Pradesh, if considered necessary, by denotifying degraded forest land.

PART XI

ACCESS TO HIGHER EDUCATION

95. Equal opportunities for quality higher education to all students.—In order to ensure equal opportunities for quality higher education to all students in the successor States, the existing admission quotas in all government or private, aided or unaided, institutions of higher, technical and medical education in so far as it is provided under article 371D of the Constitution, shall continue as such for a period of ten years during which the existing common admission process shall continue.

PART XII

LEGAL AND MISCELLANEOUS PROVISIONS

96. Amendment of article 168 of the Constitution.—In sub-clause (a) of clause (1) of article 168 of the Constitution, for the word “Tamil Nadu”, the words “Tamil Nadu, Telangana” shall be substituted.

97. Amendment of article 371D of the Constitution.—On and from the appointed day, in article 371D of the Constitution,—

(a) in the marginal heading, for the words “the State of Andhra Pradesh”, the words “the State of Andhra Pradesh or the State of Telangana” shall be substituted;

(b) for clause (1), the following clause shall be substituted, namely:—

“(1) The President may by order made with respect to the State of Andhra Pradesh or the State of Telangana, provide, having regard to the requirement of each State, for equitable opportunities and facilities for the people belonging to different parts of such State, in the matter of public employment and in the matter of education, and different provisions may be made for various parts of the States.”;

(c) in clause (3), for the words “the State of Andhra Pradesh”, the words “the State of Andhra Pradesh and for the State of Telangana” shall be substituted.

98. Amendment of section 15A of Act 43 of 1951.—In section 15A of the Representation of the People Act, 1951, after the words and figures “under the Tamil Nadu Legislative Council Act, 2010

(16 of 2010)", the words and figures "and constituting the Legislative Council of the State of Telangana under the Andhra Pradesh Reorganisation Act, 2014" shall be inserted.

99. Amendment of section 15 of Act 37 of 1956.—On and from the appointed day, in section 15 of the States Reorganisation Act, 1956, in clause (c), for the words "Andhra Pradesh", the words "Andhra Pradesh and Telangana" shall be substituted.

100. Territorial extent of laws.—The provisions of Part II shall not be deemed to have affected any change in the territories to which the Andhra Pradesh Land Reforms (Ceiling on Agricultural Holdings) Act, 1973 (Andhra Pradesh Act No. 1 of 1973) and any other law in force immediately before the appointed day extends or applies, and territorial references in any such law to the State of Andhra Pradesh shall, until otherwise provided by a competent Legislature or other competent authority be construed as meaning the territories within the existing State of Andhra Pradesh before the appointed day.

101. Power to adapt laws.—For the purpose of facilitating the application in relation to the State of Andhra Pradesh or the State of Telangana of any law made before the appointed day, the appropriate Government may, before the expiration of two years from that day, by order, make such adaptations and modifications of the law, whether by way of repeal or amendment, as may be necessary or expedient, and thereupon every such law shall have effect subject to the adaptations and modifications so made until altered, repealed or amended by a competent Legislature or other competent authority.

Explanation.—In this section, the expression "appropriate Government" means as respects any law relating to a matter enumerated in the Union List, the Central Government, and as respects any other law in its application to a State, the State Government.

102. Power to construe laws.—Notwithstanding that no provision or insufficient provision has been made under section 102 for the adaptation of a law made before the appointed day, any court, tribunal or authority, required or empowered to enforce such law may, for the purpose of facilitating its application in relation to the State of Andhra Pradesh or the State of Telangana, construe the law in such manner, without affecting the substance, as may be necessary or proper in regard to the matter before the court, tribunal or authority.

103. Power to name authorities, etc., for exercising statutory functions.—The Government of the State of Telangana, as respects the transferred territory may, by notification in the Official Gazette, specify the authority, officer or person who, on or after the appointed day, shall be competent to exercise such functions exercisable under any law in force on that day as may be mentioned in that notification and such law shall have effect accordingly.

104. Legal proceedings.—Where, immediately before the appointed day, the existing State of Andhra Pradesh is a party to any legal proceedings with respect to any property, rights or liabilities subject to apportionment between the States of Andhra Pradesh and Telangana under this Act, the State of Andhra Pradesh or the State of Telangana which succeeds to, or acquires a share in, that property or those rights or liabilities by virtue of any provision of this Act shall be deemed to be substituted for the existing State of Andhra Pradesh or added as a party to those proceedings, and the proceedings may continue accordingly.

105. Transfer of pending proceedings.—(1) Every proceeding pending immediately before the appointed day before a court (other than High Court), tribunal, authority or officer in any area which on that day falls within the State of Andhra Pradesh shall, if it is a proceeding relating exclusively to the territory, which as from that day are the territories of the State of Telangana, stand transferred to the corresponding court, tribunal, authority or officer of that State.

(2) If any question arises as to whether any proceeding should stand transferred under sub-section (1) it shall be referred to the High Court at Hyderabad and the decision of that High Court shall be final.

(3) In this section—

(a) "proceeding" includes any suit, case or appeal; and

(b) "corresponding court, tribunal authority or officer" in the State of Telanganameans—

(i) the court, tribunal, authority or officer in which, or before whom, the proceeding would have laid if it had been instituted after the appointed day; or

(ii) in case of doubt, such court, tribunal, authority, or officer in that State, as may be determined after the appointed day by the Government of that State or the Central Government, as the case may be, or before the appointed day by the Government of the existing State of Andhra Pradesh to be the corresponding court, tribunal, authority or officer.

106. Right of pleaders to practise in certain cases.—Any person who, immediately before the appointed day, is enrolled as a pleader entitled to practise in any subordinate court in the existing State of Andhra Pradesh shall, for a period of one year from that day, continue to be entitled to practise in those courts, notwithstanding that the whole or any part of the territories within the jurisdiction of those courts has been transferred to the State of Telangana.

107. Effect of provisions of the Act inconsistent with other laws.—The provisions of this Act shall have effect notwithstanding anything inconsistent there with contained in any other law.

108. Power to remove difficulties.—(1) If any difficulty arises in giving effect to the provisions of this Act, the President may, by order do anything not inconsistent with such provisions which appears to him to be necessary or expedient for the purpose of removing the difficulty:

Provided that no such order shall be made after the expiry of a period of three years from the appointed day.

(2) Every order made under this section shall be laid before each House of Parliament.

THE FIRST SCHEDULE

(See section 13)

(i) Of the five sitting members whose term of office will expire on 9th April, 2014, namely, Shri T. Subbarami Reddy, Shri Nandi Yellaiah, Shri Mohammed Ali Khan, Smt. T. Ratna Bai and Shri K.V.P. Ramachandra Rao, such two as the Chairman of the Council of States may determine by drawing lots shall be deemed to have been elected to fill two of the seven seats allotted to the State of Telangana and the other three sitting members shall be deemed to have been elected to fill three of the eleven seats allotted to the State of Andhra Pradesh.

(ii) Of the six sitting members whose term of office will expire on 21st June, 2016, namely, Shri Jesudasu Seelam, Shri Jairam Ramesh, Shri N. Janardhana Reddy, Shri V. Hanumantha Rao, Smt. Gundu Sudharani and Shri Y.S. Chowdary, such two as the Chairman of the Council of States may determine by drawing lots shall be deemed to have been elected to fill two of the seats allotted to the State of Telangana and the other four sitting members shall be deemed to have been elected to fill four of the seats allotted to the State of Andhra Pradesh.

(iii) Of the six sitting members representing the State of Andhra Pradesh whose term of office will expire on 2nd April, 2018, namely, Shri Ananda Baskar Rapolu, Shri K. Chiranjeevi, Shri Palvai Govardhana Reddy, Smt. Renuka Chowdhury, Shri T. Devender Goud and Shri C.M. Ramesh, such three as the Chairman of the Council of States may determine by drawing lots shall be deemed to have been elected to fill three of the seats allotted to the State of Telangana and the other three sitting members shall be deemed to have been elected to fill the three of the seats allotted to the State of Andhra Pradesh.

(iv) The term of one seat which is to expire on 9th April, 2014 and has become vacant due to resignation of Shri Nandamuri Harikrishna on 22nd August, 2014, shall be allotted to the State of Andhra Pradesh.

THE SECOND SCHEDULE

(See section 15)

AMENDMENTS TO THE DELIMITATION OF PARLIAMENTARY AND ASSEMBLY
CONSTITUENCIES ORDER, 2008

In the Delimitation of Parliamentary and Assembly Constituency Order, 2008,—

1. In Schedule I,—

(i) for serial number 1 relating to Andhra Pradesh and the entries relating thereto, the following shall be substituted, namely:—

Serial Number and Name of the State/Union Territory	Number of seats in the House as constituted on the basis of the Delimitation of Parliamentary and Assembly Constituencies Order, 1976 as amended from time to time			Number of seats in the House as subsequently constituted as per the Delimitation of Parliamentary and Assembly Constituencies Order, 2008		
	Total	Reserved for the Scheduled Castes	Reserved for the Scheduled Tribes	Total	Reserved for the Scheduled Castes	Reserved for the Scheduled Tribes
12 3	4	5	6	7		
"1. Andhra Pradesh	42	6	2	2541"		

(ii) after serial number 24 relating to Tamil Nadu and the entries relating thereto, the following shall be inserted, namely:—

1234567						
"25. Telangana	-	-	-17	3	2"	

(iii) serial numbers 25 to 28 shall be renumbered as serial numbers 26 to 29, respectively.

2. In Schedule II,—

(iv) for serial number 1 relating to Andhra Pradesh and the entries relating thereto, the following shall be substituted, namely:—

Serial Number and Name of the State/Union Territory	Number of seats in the House as constituted on the basis of the Delimitation of Parliamentary and Assembly Constituencies Order, 1976 as amended from time to time			Number of seats in the House as subsequently constituted as per the Delimitation of Parliamentary and Assembly Constituencies Order, 2008		
	Total	Reserved for the Scheduled Castes	Reserved for the Scheduled Tribes	Total	Reserved for the Scheduled Castes	Reserved for the Scheduled Tribes
1	2	3	4	5	6	7
"1. Andhra Pradesh	294	3915	17529	7"		

(v) after serial number 24 relating to Tamil Nadu and the entries relating thereto, the following shall be inserted, namely:—

1	2	3	4	5	6	7
"25. Telangana	-	-	-119	19	12"	

(vi) serial numbers 25 to 28 shall be renumbered as serial numbers 26 to 29, respectively.

3. For Schedule III, the following shall be substituted, namely:—

"SCHEDULE — III

ANDHRA PRADESH

TABLE A — ASSEMBLY CONSTITUENCIES

Sl.No. & Name	Extent of Assembly Constituencies
1	2

1—DISTRICT: SRIKAKULAM

1. Ichchapuram	Kanchili, Ichchapuram, Kaviti and Sompeta Mandals.
2. Palasa	Palasa, Mandasa and Vajrapukothuru Mandals.
3. Tekkali	Nandigam, Tekkali, Santhabommali and Kotabommali Mandals.
4. Pathapatnam	Pathapatnam, Meliaputti, L.N. Pet, Kothur and Hiramandalam Mandals.
5. Srikakulam	Gara and Srikakulam Mandals.
6. Amadalavalasa	Amadalavalasa, Ponduru, Sarubujjili and Burja Mandals.
7. Etcherla	G. Sigadam, Laveru, Ranastalam and Etcherla Mandals.
8. Narasannapeta	Jalumuru, Narasannapeta, Saravakota and Polaki Mandals.
9. Rajam (SC)	Vangara, Regidi Amadalavalasa, Rajam and Santhakaviti Mandals.
10. Palakonda (ST)	Seethampeta, Bhanini, Palakonda and Veeraghattam Mandals.

2—DISTRICT: VIZIANAGARAM

11. Kurupam (ST)	Kurupam, Gummalakshmiapuram, Jiyammavalasa, Komarada and Garugubilli Mandals.
12. Parvathipuram (SC)	Parvathipuram, Seethanagaram and Balijipeta Mandals.
13. Salur (ST)	Salur, Pachipenta, Mentada and Makkuva Mandals.
14. Bobbili	Bobbili, Ramabhadrapuram, Badangi and Therlam Mandals.
15. Cheepurupalli	Merakamudidam, Garividi, Cheepurupalli and Gurla Mandals.
16. Gajapathinagaram	Gajapathinagaram, Bondapalli, Gantiyada and Dattirajeru Mandals; and Vizinigiri, Thandrangi, Jannivalasa, Venne, Sasanapalli, Attada, Bheemasingi, Somayajulapalem, Lotlapalli, Mokhasa Kothavalasa, Kumaram and Annamrajupeta villages of Jami Mandal.
17. Nellimarla	Nellimarla, Pusapatirega, Denkada and Bhogapuram Mandals.
18. Vizianagaram	Vizianagaram Mandal.
19. Srungavarapukota	Srungavarapukota, Vepada, Lakkavarapukota and Kothavalasa Mandals; and Jami Mandal (Except 12 villages i.e. Vizinigiri, Thandrangi, Jannivalasa, Venne, Sasanapalli, Attada, Bheemasingi, Somayajulapalem, Lotlapalli, Mokhasa Kothavalasa, Kumaram and Annamrajupeta).

3—DISTRICT : VISAKHAPATNAM

20. Bhimili	Anandapuram, Padmanabham, Bheemunipatnam and Visakhapatnam Rural Mandals.
21. Visakhapatnam East	Visakhapatnam (Urban) Mandal (Part) Visakhapatnam (M Corp.)—Ward No. 1 to 11 and 53 to 55.
22. Visakhapatnam South	Visakhapatnam (Urban) Mandal (Part) Visakhapatnam (M Corp.)—Ward No. 12 to 34, 42 to 43 and 46 to 48.
23. Visakhapatnam North	Visakhapatnam (Urban) Mandal (Part) Visakhapatnam (M Corp.)—Ward No. 36 to 41, 44 to 45 and 49 to 52.
24. Visakhapatnam West	Visakhapatnam (Urban) Mandal (Part) Visakhapatnam (M Corp.)—Ward No. 35 and 56 to 71.
25. Gajuwaka	Gajuwaka Mandal (Including Gajuwaka Municipality).
26. Chodavaram	Chodavaram, Butchayyapeta, Ravikamatham and Rolugunta Mandals.
27. Madugula	Madugula, Cheedikada, Devarapalle and K. Kotapadu Mandals.
28. Araku Valley (ST)	Munchingiputtu, Pedabayalu, Dumbbriguda, Araku Valley, Hukumpeta and Ananthagiri Mandals.
29. Paderu (ST)	Paderu, G. Madugula, Chintapalle, Gudem Kotha Veedhi and Koyyuru Mandals.
30. Anakapalle	Kasinkota and Anakapalle Mandals.
31. Pendurthi	Pedagantyada (excluding areas included in Gajuwaka Municipality), Paravada, Sabbavaram and Pendurthi Mandals.
32. Yelamanchili	Rambilli, Munagapaka, Atchutapuram and Yelamanchili Mandals.
33. Payakaraopet (SC)	Kotauratla, Nakkapalle, Payakaraopeta and S. Rayavaram Mandals.
34. Narsipatnam	Nathavaram, Golugonda, Narsipatnam and Makavarapalem Mandals.

4—DISTRICT: EAST GODAVARI

35. Tuni	Thondangi, Kotamanduru and Tuni Mandals.
36. Prathipadu	Sankhavaram, Prathipadu, Yeleswaram and Rowthulapudi Mandals.
37. Pithapuram	Gollaprolu, Pithapuram and Kothapalle Mandals.
38. Kakinada Rural	Karapu and Kakinada Rural Mandals. Kakinada Urban Mandal (Part) Kakinada Urban (M) (Part) Kakinada (M)—Ward No. 66 to 70.
39. Peddapuram	Samalkota and Peddapuram Mandals.
40. Anaparthi	Pedapudi, Biccavolu, Rangampeta and Anaparthi Mandals.
41. Kakinada City	Kakinada Urban Mandal (Part) Kakinada Urban (M) (Part) Kakinada (M)—Ward No. 1 to 65.
42. Ramachandrapuram	Kajuluru, Ramachandrapuram and Pamaru Mandals.
43. Mummidivaram	Polavaram, Mummidivaram, Thallarevu and Karenikona Mandals.
44. Amalapuram (SC)	Uppalagupam, Allavaram and Amalapuram Mandals.
45. Razole (SC)	Razole, Malikipuram and Sakhinetipalle Mandals. Mamidikuduru Mandal (Part) Mamidikuduru, Geddada, Edarada, Komarada, Magatapalle and Gogannamatham Villages.
46. Gannavaram (SC)	P. Gannavaram, Ambajipeta and Ainavilli Mandals. Mamidikuduru Mandal (Part) Pedapatnam, Appanapalle, Botlakurru, Doddavaram, Pasarlupudi, Pedapatnam, Nagaram, Mogalikuduru, Makanapalem, Lutukurru, Pasarlupudilanka and Adurru Villages.

1	2
47. Kothapeta	Ravulapalem, Kothapeta, Atreyapuram and Alamuru Mandals.
48. Mandapeta	Mandapeta, Rayavaram and Kapileswarapuram Mandals.
49. Rajanagaram	Rajanagaram, Seethanagaram and Korukonda Mandals.
50. Rajahmundry City	Rajahmundry Urban Mandal (Part) Rajahmundry (M Corp.) (Part) Rajahmundry (M Corp.) - Ward No. 7 to 35 and 42 to 89.
51. Rajahmundry Rural	Kadiam and Rajahmundry Rural Mandals. Rajahmundry Urban Mandal (Part) Rajahmundry (M Corp.) (Part) Rajahmundry (M Corp.) - Ward No. 1 to 6, 36 to 41 and 90.
52. Jaggampeta	Gokavaram, Jaggampeta, Gandepalle and Kirlampudi Mandals.
53. Rampachodavaram (ST)	Maredumilli, Devipatnam, Y. Ramavaram, Addateegala, Gangavaram, Rampachodavaram, Rajavommangi, Kunavaram, Chintoor, Vararamachandrapuram, and Nellipaka Mandals.]
5—DISTRICT : WEST GODAVARI	
54. Kovvur (SC)	Kovvur, Chagallu and Tallapudi Mandals.
55. Nidadavole	Nidadavole, Undrajavaram and Peravali Mandals.
56. Achanta	Penugonda, Achanta and Penumantra Mandals. Poduru Mandal (Part) Kavitam, Jagannadhapuram, Pandithavilluru, Miniminchilipadu, Poduru, Pemmarajupolavaram and Gummalur Villages.
57. Palacole	Palacole and Velamanchili Mandals. Poduru Mandal (Part) Kommuchikkala, Vedangi, Jinnuru, Mattaparru, Penumadam, Ravipadu and Vaddiparru Villages.
58. Narasapuram	Mogalthur and Narasapuram Mandals.
59. Bhimavaram	Veeravasaram and Bhimavaram Mandals. Bhimavaram (M+OG) Bhimavaram (M) - Ward No. 1 to 27 China-Amiram (OG) (Part) - Ward No. 28 Rayalam (R) (OG) (Part) - Ward No. 29.
60. Undi	Kalla, Palacoderu, Undi and Akividu Mandals.
61. Tanuku	Tanuku, Attili and Iravavaram Mandals.
62. Tadepalligudem	Tadepalligudem and Pentapadu Mandals.
63. Unguturu	Unguturu, Bhimadole, Nidamaru and Ganapavaram Mandals.
64. Denduluru	Pedavegi, Pedapadu and Denduluru Mandals. Eluru Mandal (Part). Malkapuram, Chataparru, Julipudi, Katlampudi, Madepalli, Manuru, Siceparru, Kalakurru, Komatilanka, Gudivakalanka, Kokkirailanka, Pydichintapadu and Prathikolla lanka Villages.
65. Eluru	Eluru Mandal (Part) Eluru (M) (Part) Eluru (M) - Ward No. 1 to 28 Eluru Mandal (Part) Eluru Mandal (OG) (Part) Satrampadu (OG) - Ward No. 29 Gavaravaram (OG) - Ward No. 30 Tangellamudi (R) (OG) - Ward No. 31 Komadavolu (OG) (Part) - Ward No. 32 Eluru (R) (OG) (Part) - Ward No. 33 Eluru Mandal (Part)

1. Subs. by notification No. G.S.R. 311(E), dated 23-4-2015.

1	2
	Chodimella, Sanivarapupeta, Eluru (Rural), Komadavole (Rural) and Ponangi Villages.
66. Gopalapuram (SC)	Dwaraka Tirumala, Nallajerla, Devarapalli and Gopalapuram Mandals.
67. Polavaram (ST)	Polavaram, Battayagudem, Jeelugumilli, Koyyalagudem, T. Narasapuram, Kukunoor and Velairpadu Mandals.]
68. Chintalapudi (SC)	Chintalapudi, Lingapalem, Kamavarapukota and Jangareddigudem Mandals.
6—DISTRICT : KRISHNA	
69. Tiruvuru (SC)	Vissannapeta, Gampalagudem, Tiruvuru and A. Konduru Mandals.
70. Nuzvid	Agiripalli, Chatrai, Musunuru and Nuzvid Mandals.
71. Gannavaram	Bapulapadu, Gannavaram and Unguturu Mandals. Vijayawada (Rural) Mandal (Part) Ambapuram, Phiryadi Nainavaram, Pathapadu, Nunna, Enikepadu, Nidamanuru, Done Atkur, Gudavalli, Prasadampadu and Ramavarappadu Villages.
72. Gudivada	Gudlavalleru, Gudivada and Nandivada Mandals.
73. Kaikalur	Mandavalli, Kaikalur, Kalidindi and Mudinepalle Mandals.
74. Pedana	Gudur, Pedana, Bantunnilli and Kruthivennu Mandals.
75. Machilipatnam	Machilipatnam Mandal.
76. Avanigadda	Challapalli, Mopidevi, Avanigadda, Nagayalanka, Koduru and Ghantasala Mandals.
77. Panarru (SC)	Panarru, Thottavalluru, Panidimukkala, Moyva and Pedapurupadi Mandals.
78. Penamaluru	Kankipadu, Vuyyuru and Penamaluru Mandals.
79. Vijayawada West	Vijayawada Urban Mandal (Part) Vijayawada Urban (M.Corp) (Part) Vijayawada (M.Corp.) - Ward No.1 to 13, 15 to 19, 75 and 76.
80. Vijayawada Central	Vijayawada Urban Mandal (Part) Vijayawada Urban (M.Corp) (Part) Vijayawada (M.Corp.) - Ward No.14, 20 to 31, 33 to 35, 42 to 44, 49, 77 and 78.
81. Vijayawada East	Vijayawada Urban Mandal (Part) Vijayawada Urban (M.Corp) (Part) Vijayawada (M.Corp.) - Ward No. 32, 36 to 41, 45 to 48 and 50 to 74.
82. Mylavaram	Ibrahimpattam, G.Konduru, Mylavaram and Reddigudem Mandals. Vijayawada (Rural) Mandal (Part) Kotturu, Tadepalle, Vemavaram, Shabada, Paidurupadu, Rayanapadu, Gollapudi and Jakkampudi Villages.
83. Nandigama (SC)	Kanchikacherla, Chandralapadu and Veerullapadu Mandals. Nandigama Mandal (Part) Pedavaram, Thakkellapadu, Munagacherla, Latchapalem, Lingalapadu, Adiviravulapadu, Chandapuram, Kethaveeruni Padu, Kanchela, Ithavaram, Ambarupeta, Nandigama, Satyavaram, Pallagiri and Raghavapuram Villages.

1. Subs. by notification No. G.S.R. 311(E), dated 23-4-2015.

1	2
84. Jaggayyapeta	Vatsavai, Jaggayyapeta and Penuganehiprolu Mandals. Nandigama Mandal (Part) Magallu, Konduru, Ramireddipalle, Jonnalagadda, Konathamakuru, Torrugudipadu, Damuluru, Somavaram, Rudravaram and Gollamudi Villages.
7 – DISTRICT : GUNTUR	
85. Pedakurapadu	Bellamkonda, Atchampet, Krosuru, Amaravathi and Pedakurapadu Mandals.
86. Tadikonda (SC)	Tulluru, Tadikonda, Phirangipuram and Medikonduru Mandals.
87. Mangalagiri	Tadepalli, Mangalagiri and Duggirala Mandals.
88. Ponnuru	Ponnuru, Chebrolu and Pedakakani Mandals.
89. Vemuru (SC)	Vemuru, Kolluru, Tsundur, Bhattiprolu and Amarthaluru Mandals.
90. Repalle	Nizampatnam, Nagaram, Cherukupalli and Repalle Mandals.
91. Tenali	Kolipara and Tenali Mandals.
92. Bapatla	Bapatla, Pittalavanipalem and Karlapalem Mandals.
93. Prathipadu (SC)	Guntur Mandal (except M. Corp.) Vatticherukuru, Prathipadu, Pedanandipadu and Kakumanu Mandals.
94. Guntur West	Guntur Mandal (Part) Guntur (M. Corp.) (Part)
95. Guntur East	Guntur (M. Corp.) – Ward No.1 to 6 and 24 to 28. Guntur Mandal (Part) Guntur (M. Corp.) (Part) Guntur (M. Corp.) – Ward No.7 to 23.
96. Chilakaluripet	Nadendla, Chilakaluripet and Edlapadu Mandals.
97. Narasaraopet	Rompicherla and Narasaraopet Mandals.
98. Sattenapalle	Sattenapalli, Rajupalem, Nekarikallu and Muppalla Mandals.
99. Vinukonda	Bollapalli, Vinukonda, Nuzendla, Savalyapuram and Ipur Mandals.
100. Gurajala	Gurajala, Dachepalli, Piduguralla and Machavaram Mandals.
101. Macherla	Macherla, Veldurthi, Durgi, Rentachintala and Karempudi Mandals.
8 – DISTRICT: PRAKASAM	
102. Yerragondapalem (SC)	Yerragondapalem and Pedda Araveedu, Pullalacheruvu, Tripuranthakam, Dornala and Peda Araveedu Mandals.
103. Darsi	Donakonda, Kurichedu, Mundlamuru, Darsi and Thallur Mandals.
104. Parchur	Veddanapudi, Parchur, Karamechedu, Inkollu, Chinaganjam and Martur Mandals.
105. Addanki	J. Panguluru, Addanki, Santhamaguluru, Ballikurava and Korisapadu Mandals.
106. Chirala	Chirala and Vetapalem Mandals.
107. Santhanuthalapadu (SC)	Naguluppalapadu, Maddipadu, Chimakurthi and Santhanuthalapadu Mandals.
108. Ongole	Ongole and Kothapattani Mandals.
109. Kandukur	Kandukur, Lingasamudram, Gudhuru, Ulavapadu and Volivetivaripalem Mandals.
110. Kondapi (SC)	Singarayakonda, Kondapi, Tangutur, Jarugumalli, Ponnaluru and Marripudi Mandals.

1	2
111. Markapuram	Konakanamitta, Podili, Markapur and Tarlapadu Mandals.
112. Giddalur	Bestavaripeta, Racherla, Giddalur, Komarolu, Cumbum and Ardhaveedu Mandals.
113. Kanigiri	Hanumanthoipadu, Chandrasekharapuram, Pamur, Veligandla, Pedacherlopalle and Kanigiri Mandals.
9 – DISTRICT: NELLORE	
114. Kavali	Kavali, Bogole, Allur and Dagadathi Mandals.
115. Atmakur	Chejerla, Atmakur, Anumasamudrampeta, Marripadu, Sangam and Anamilasagarani Mandals.
116. Kovur	Vidavalur, Kodavalur, Kovur, Buchireddipalem and Indukurpet Mandals.
117. Nellore City	Nellore Mandal (Part) Nellore Mandal (M+OG) (Part) Nellore (M) – Ward No. 1 to 15, 27, 28 and 31 to 44.
118. Nellore Rural	Nellore Mandal (Part) Golla Kandukur, Sajjapuram, Vellanti, Kandamur, Upputur, South Mopur, Mogallapalem, Mattempadu, Amancherla, Mannavarappadu, Mulumudi, Devarapalem, Pottepalem, Akkacheruvupadu, Ogurupadu, Ambapuram, Donthali, Buja, Buja Nellore (Rural), Kallurpalle (Rural), Kanuparthipadu, Allipuram (Rural), Gudipallipadu, Pedda, Cherukur, Chintareddipalem, Visavaviletipadu, Gundlapalem, Kakupalle-I, Kakupalle-II (Madaraja Gudur) and Penubathi Villages. Nellore Mandal (M+OG) (Part) Nellore (M) – Ward No. 16 to 26, 29 and 30 Allipuram (OG) (Part) – Ward No. 45 Kallurpalle (OG) (Part) – Ward No. 46 Buja Buja Nellore (OG) (Part) – Ward No. 47 Nellore (Bit 1) (OG) – Ward No. 48.
119. Sarvepalli	Podalakur, Thotiapalligudur, Muthukur, Venkatachalam and Manubolu Mandals.
120. Gudur (SC)	Gudur, Chillakur, Kota, Vakadu and Chittamur Mandals.
121. Sullurpeta (SC)	Ojili, Naidupet, Pellakur, Doravarisatram, Sullurpeta and Tada Mandals.
122. Venkatagiri	Kaluvoya, Rapur, Sydapuram, Dakkili, Venkatagiri and Balayapalle Mandals.
123. Udayagiri	Jaladaaki, Seetharamapuram, Udayagiri, Varikuntapadu, Vinjamur, Duttalur, Kaligiri and Kondapuram Mandals.
10 – DISTRICT: KADAPA	
124. Badvel (SC)	Kalasapadu, B. Kodur, Sri Avadhutha Kasinayana, Porumamilla, Badvel, Gopavaram and Atkur Mandals.
125. Rajampet	Sidhout, Vontimitta, Nandalur, Rajampet, Veeraballe and T Sundupalle Mandals.
126. Kadapa	Kadapa Mandal.
127. Kodur (SC)	Penagalur, Chitvel, Pullampeta, Obulavaripalle and Kodur Mandals.
128. Rayachoti	Sanibepalle, Chinnamandem, Rayachoti, Galiveedu, Lakkireddipalli and Ramapuram Mandals.
129. Pulivendula	Simhadripuram, Lingala, Thondur, Pulivendula, Vemula, Vempalle and Chakrayapet Mandals.

1	2
130. Kamalapuram	Pendimurri, Chinthakommadinne, Kamalapuram, Vallur, Veerapunayunipalle and Chennur Mandals.
131. Jammalamadugu	Peddammudun, Mylavaram, Kondapuram, Jammalamadugu, Muddanur and Yerraguntla Mandals.
132. Proddatur	Rajupalem and Proddatur Mandals.
133. Mydukur	Duvvur, S. Mydukur, Khajipet, Brahmanagarimattam and Chapad Mandals.

11—DISTRICT: KURNOOL

134. Allagadda	Sirvel, Allagadda, Dornipadu, Uyyalawada, Chagalamarri and Rudravaram Mandals.
135. Srisailem	Srisailem, Atmakur, Velgode, Bandi Atmakur and Mahanandi Mandals.
136. Nandikotkur (SC)	Nandikotkur, Pagidala, J. Bungalow, Kothapalle, Pamulapadu and Midthur Mandals.
137. Kurnool	Kurnool Mandal (Part) Kurnool (M Corp.) (Part) Kurnool (M Corp.)—Ward No. 1 to 69.
138. Panyam	Kallur, Orvakal, Panyam and Gadivemula Mandals.
139. Nandyal	Nandyal and Gopadu Mandals.
140. Banaganapalle	Banaganapalle, Owk, Koilkuntla, Sanjamala and Kolimigundla Mandals.
141. Dhone	Bethamcherla, Dhone and Peapally Mandals.
142. Pattikonda	Krishnagiri, Veldurthi, Pattikonda, Maddikera and Tuggali Mandals.
143. Kodumur (SC)	C. Belagal, Gudur and Kodumur Mandals. Kurnool Mandal (Part) R. Kanthalapadu, Sunkesula, Remata, Ulehala, Basavapuram, Edurur, G. Singavaram, Nidzur, Munagalapadu, Mamidalapadu, Panchalingala, E. Thandrapadu, Gondiparla, Dimmedavarapadu, B. Thandrapadu, Pasupula, Rudravaram, Noothanapalle, Devamada, Pudur, Gargeyapuram and Diguvaipadu Villages.
144. Yemmiganur	Nandavaram, Yemmiganur and Gonegandla Mandals.
145. Mantralayam	Peda Kadubur, Mantralayam, Kosigi and Kowthalam Mandals.
146. Adoni	Adoni Mandal.
147. Alur	Devanakonda, Holagunda, Halaharvi, Alur, Aspari and Chippagiri Mandals.

12—DISTRICT: ANANTAPUR

148. Rayadurg	D. Hirehal, Rayadurg, Kanekal, Bommanahal and Gummagatta Mandals.
149. Uravakonda	Vidapanakal, Vajrakurur, Uravakonda, Beluguppa and Kudair Mandals.
150. Guntakal	Guntakal, Gooty and Pamidi Mandals.
151. Tadpatri	Peddavadugur, Yadiki, Tadpatri and Peddapappur Mandals.
152. Singanamala (SC)	Garladinne, Singanamala, Puthur, Yellanur, Narpala and B.K. Samudram Mandals.
153. Anantapur Urban	Anantapur Mandal (Part) Anantapur (M+OG) (Part) Anantapur (M)—Ward No. 1 to 28 Narayanapuram (OG)—Ward No. 29 Kakkalapalle (R) (OG) (Part)—Ward No. 30 Anantapur (R) (OG)—Ward No. 31.
154. Kalyandurg	Brahmasamudram, Kalyandurg, Settur, Kundurpi and Kambadur Mandals.

1	2
155. Raptadu	Atmakur, Raptadu, Kanaganapalli, C. K. Palli and Ramagiri Mandals, Anantapur Mandal (Part) Kodimi, Thaticherla, Somanadoddi, Rachanapalle, Sajjalakalva, Kurugunta, Gollapalle, Kamarupalle, Alamuru, Katiganikalva, Kakkalapalle (Rural), Upparapalle, Itikalapalle, Jangalapalle, Kandakur, Chryyedu, Mannila and Papampet (CT) Villages.
156. Madakasira (SC)	Madakasira, Amarapuram, Gudibanda, Rolla and Agali Mandals.
157. Hindupur	Hindupur, Lepakshi and Chilamathur Mandals.
158. Penukonda	Parigi, Penukonda, Gorantla, Somandepalle and Roddam Mandals.
159. Puttaparthi	Nallamada, Bukkapatnam, Kothacheruvu, Puttaparthi, O. D. Cheruvu and Amadagur Mandals.
160. Dharmavaram	Dharmavaram, Bathalapalle, Tadimarri and Mudigubba Mandals.
161. Kadiri	Talupula, Nambulipulikunta, Gandlapenta, Kadiri, Nallacheruvu and Tanakal Mandals.
13—DISTRICT: CHITTOOR	
162. Thambalapalle	Mulakalacheruvu, Thambalapalle, Peddamandyam, Kurabalakota, Peddathippasanudram and B. Kothakota Mandals.
163. Pileru	Gurramkonda, Kalakada, K. V. Palle, Pileru, Kalikiri and Valmikipuram Mandals.
164. Madanapalle	Madanapalle, Nimmanapalle and Ramasanudram Mandals.
165. Punganur	Sodam, Somala, Chowdepalle, Punganur, Pulicherla and Rompicherla Mandals.
166. Chandragiri	Tirupati (Rural), Chandragiri, Pakala, Ramachandrapuram, Chinnagottigallu and Yerravaripalem Mandals.
167. Tirupati	Tirupati (Urban) Mandal (Part) Konkachennaiahgutta, Mangalam and Chennaiyagutta Villages.
	Tirupati (Urban) Mandal (Part)
	Tirumala (CT)
	Tirupati (NMA) (CT)
	Akkarampalle (CT)
	Tirupati (M+OG) (Part).
168. Srikalahasti	Renigutta, Yerpedu, Srikalahasti and Thottambedu Mandals.
169. Satyavedu (SC)	Narayanavanam, B. N. Kandriga, Varadaiahpalem, K.V.B.Puram, Pitchatur, Satyavedu and Nagalapuram Mandals.
170. Nagari	Nindra, Vijayapuram, Nagari, Puttur and Vadamalapeta Mandals.
171. Gangadhara Nellore (SC)	Vedurukuppam, Karvetinagar, Penumuru, S. R. Puram, G.D. Nellore and Palasamudram Mandals.
172. Chittoor	Chittoor and Gudipala Mandals.
173. Puthalapattu (SC)	Puthalapattu, Irula, Thavanampalle, Bangarupalem and Yadamari Mandals.
174. Palamaner	Gangavaram, Palamaner, Baireddipalle, V. Kota and Peddapanjani Mandals.
175. Kuppam	Santipuram, Gudupalle, Kuppam and Ramakuppam Mandals.

TABLE B – PARLIAMENTARY CONSTITUENCIES

Sl.No. and Name	Extent of Parliamentary Constituencies
1	2
1. ARAKU (ST)	10-Palakonda (ST), 11-Kurupam (ST), 12-Parvathipuram (SC), 13-Satur (ST), 28-Araku Valley (ST), 29-Paderu (ST) and 53-Rampachodavaram (ST).
2. SRIKAKULAM	1-Ichhapuram, 2-Palasa, 3-Tekkali, 4-Pathapatnam, 5-Srikakulam, 6-Amadalavalasa and 8-Narasannapeta.
3. VIZIANAGARAM	7-Elcherla, 9-Rajam (SC), 14-Bobbili, 15-Cheepurupalli, 16-Gajapathinagaram, 17-Nellimarla and 18-Vizianagaram.
4. VISAKHAPATNAM	19-Srungavarapukota, 20-Bhimli, 21-Visakhapatnam East, 22-Visakhapatnam South, 23-Visakhapatnam North, 24-Visakhapatnam West and 25-Gajuwaka.
5. ANAKAPALLE	26-Chodavaram, 27-Madugula, 30-Anakapalle, 31-Pendurthi, 32-Yelamanchili, 33-Payakarnopet (SC) and 34-Narsipatnam.
6. KAKINADA	35-Tuni, 36-Prathipadu, 37-Pithapuram, 38-Kakinada Rural, 39-Peddapuram, 41-Kakinada City and 52-Jaggampeta.
7. AMALAPURAM (SC)	42-Ramachandrapuram, 43-Mummidiavaram, 44-Amalapuram (SC), 45-Razole (SC), 46-Gannavaram (SC), 47-Kothapeta and 48-Mandapeta.
8. RAJAHMUNDRY	40-Anaparthi, 49-Rajanagaram, 50-Rajahmundry City, 51-Rajahmundry Rural, 54-Kovvur (SC), 55-Nidadavole and 66-Gopalapuram (SC).
9. NARSAPURAM	56-Achanta, 57-Palacole, 58-Narsapuram, 59-Bhimavaram, 60-Undi, 61-Tanuku and 62-Tadepalligudem.
10. ELURU	63-Unguturu, 64-Denduluru, 65-Eluru, 67-Polavaram (ST), 68-Chintalapudi (SC), 70-Nuzvid and 73-Kaikalur.
11. MACHILIPATNAM	71-Gannavaram, 72-Gudivada, 74-Pedana, 75-Machilipatnam, 76-Avanigadda, 77-Pamaru (SC) and 78-Penamahaluru.
12. VIJAYAWADA	69-Tiruvuru (SC), 79-Vijayawada West, 80-Vijayawada Central, 81-Vijayawada East, 82-Mylavaram, 83-Nandigama (SC) and 84-Jaggayyapeta.
13. GUNTUR	86-Tadikonda (SC), 87-Mangalagiri, 88-Ponnuru, 91-Tenali, 93-Prathipadu (SC), 94-Guntur West and 95-Guntur East.
14. NARASARAOPET	85-Pedakurupadu, 96-Chilakaluripet, 97-Narasaraopet, 98-Sattenapalli, 99-Vinukonda, 100-Gurajala and 101-Macherla.
15. BAPATLA (SC)	89-Vemuru (SC), 90-Repalle, 92-Bapatla, 104-Parchur, 105-Adfanki, 106-Chirala and 107-Santhanuthalapadu (SC).
16. ONGOLE	102-Yerragondapalem (SC), 103-Darsi, 108-Ongole, 110-Kondapi (SC), 111-Markapuram, 112-Giddalur and 113-Kanigiri.
17. NANDYAL	134-Allagadda, 135-Srisailem, 136-Nandikotkur (SC), 138-Panyam, 139-Nandyal, 140-Banaganapalle and 141-Dhone.
18. KURNOOL	137-Kurnool, 142-Pattikonda, 143-Kodumur (SC), 144-Yemmiganur, 145-Mantralayam, 146-Adoni and 147-Alur.

1	2
19. ANANTAPUR	148-Rayadurg, 149-Uravakonda, 150-Guntakal, 151-Tadpatri, 152-Singanamala (SC), 153-Anantapur Urban and 154-Kalyandurg.
20. HINDUPUR	155-Rapthadu, 156-Madakasira (SC), 157-Hindupur, 158-Pemikonda, 159-Puttaparthi, 160-Dharmavaram and 161-Kadiri.
21. KADAPA	124-Badvel (SC), 126-Kadapa, 129-Pulivendula, 130-Kamalapuram, 131-Jammalamadugu, 132-Proddatur and 133-Mydukur.
22. NELLORE	109-Kandukur, 114-Kavali, 115-Atmakur, 116-Kovur, 117-Nellore City, 118-Nellore Rural and 123-Udayagiri.
23. TIRUPATI (SC)	119-Sarvepalli, 120-Gudur (SC), 121-Sullurpeta (SC), 122-Venkatagiri, 167-Tirupati, 168-Srikalahasti and 169-Satyavedu (SC).
24. RAJAMPET	125-Rajampet, 127-Kodur (SC), 128-Rayachoti, 162-Thamballapalle, 163-Pileru, 164-Madanapalle and 165-Punganur.
25. CHITTOOR (SC)	166-Chandragiri, 170-Nagari, 171-Gangadhara Nellore (SC), 172-Chittoor, 173-Puthalapattu (SC), 174-Palamaner and 175-Kuppan.

NOTE: Any reference in Table A to a CT, OG, Mandal and Villages or other territorial division shall be taken to mean the area comprised within that CT, OG, Mandal and Villages or other territorial division as on the 15th day of February, 2004. Further, any reference in Table – A, to wards in municipal areas shall be taken to mean the areas as defined in the Census of India 2001 Report.”

4. After Schedule XXVI, the following shall be inserted, namely:—

“SCHEDULE - XXVII

TELANGANA

TABLE A – ASSEMBLY CONSTITUENCIES

Sl.No. and Name Extent of Parliamentary Constituencies	
1	2
I—DISTRICT: ADILABAD	
1. Sirpur	Kouthala, Bejjur, Kagaznagar, Sirpur (T) and Dahegaon Mandals.
2. Chennur (SC)	Jaipur, Chennur, Kotapalli and Mandamarri Mandals.
3. Bellampalli (SC)	Kasipet, Tandur, Bellampalli, Bhimini, Nennal and Vemmanpalli Mandals.
4. Mancheril	Luxetipet, Mancheril and Dandepalli Mandals.
5. Asifabad (ST)	Keramuri, Wankdi, Sirpur (U), Asifabad, Jainoor, Narnoor, Tiryani and Rebbana Mandals.
6. Khanapur (ST)	Jannaram, Uttoor, Kaddam (Peddur), Khanapur and Indervelly Mandals.
7. Adilabad	Adilabad, Janath and Bela Mandals.
8. Boath (ST)	Tamsi, Talamadugu, Gudihathnoor, Ichoda, Bazarhathnoor, Boath and Neradigonda Mandals.
9. Nirmal	Dilawarpur, Nirmal, Laxmanchanda, Mamda and Sarangapur Mandals.
10. Mudhole	Kuntala, Kubeer, Bhainsa, Tanoor, Mudhole and Lokeswaram Mandals.

2—DISTRICT: NIZAMABAD

11. Armur	Nandipet, Armur and Makloor Mandals.
12. Bodhan	Ranjal, Navipet, Vedpalle and Bodhan Mandals.
13. Jukkal (SC)	Madnoor, Jukkal, Bichkunda, Pitlam and Nizamsagar Mandals.
14. Banswada	Birkoor, Vurni, Banswada and Kotgiri Mandals.
15. Yellareddy	Yellareddy, Nagareddipet, Lingampet, Tadwai, Gandhari and Sadasivanagar Mandals.
16. Kamareddy	Machareddy, Domakonda Kamareddy and Bhiknoor Mandals.
17. Nizamabad (Urban)	Nizamabad (M).
18. Nizamabad (Rural)	Jakrapalle and Sirkonda Mandals, Nizamabad Mandal (Part), Nizamabad [except Nizamabad (M)], Dichpalle and Dharpalle Mandals.
19. Balkonda	Balkonda, Mortad, Kammarpalle, Bheemgal and Velpur Mandals.

3—DISTRICT: KARIMNAGAR

20. Koratla	Ibrahimpattam, Mallapur, Koratla and Metpalle Mandals.
21. Jagtial	Raikal, Sarangapur and Jagtial Mandals.
22. Dharmapuri (SC)	Dharmapuri, Dharmaram, Gollapalle, Velgatoor and Pegadapalle Mandals.
23. Ramagundam	Ramagundam Mandal.
24. Manthani	Kamanpur, Manthani, Kataram, Mahadevpur, Mutharam (Mahadevpur), Malharrao and Mutharam (Manthani) Mandals.
25. Peddapalle	Peddapalle, Julapalle, Eligaid, Sultanabad, Odela and Srirampur Mandals.
26. Karimnagar	Karimnagar Mandal.
27. Choppadandi (SC)	Gangadhara, Ramadugu, Choppadandi, Mallial, Kodimial and Boinpalle Mandals.
28. Vemulawada	Vemulawada, Konaraopeta, Chandurthi, Kathilapur and Medipalle Mandals.
29. Sircilla	Yellareddipet, Gambhiraopet, Mustabad and Sircilla Mandals.
30. Manakondur (SC)	Manakondur, Ellanthakunta, Bejjanki, Timmapur (LMD Colony) and Shankarapatnam Mandals.
31. Huzurabad	Veenavanka, Jammukunta, Huzurabad and Kamalapur Mandals.
32. Husnabad	Chigurumamidi, Koheda, Husnabad, Saidapur, Bheemadevarpalle and Elkathurthi Mandals.

4—DISTRICT: MEDAK

33. Siddipet	Siddipet, Chinnakodur and Nangnoor Mandals.
34. Medak	Medak, Papannapet, Ramayampet and Shankarampet-R Mandals.
35. Narayankhed	Kangti, Manoer, Narayankhed, Kalher and Shankarampet-A Mandals.
36. Andole (SC)	Tekmal, Alladurgh, Regode, Raikode, Andole, Pulkal and Munpalle Mandals.
37. Narsapur	Kowdipalle, Kutcharam, Narsapur, Hathnoora, Yeldurthy and Shivampet Mandals.
38. Zahirabad (SC)	Zahirabad, Kohir, Nyalkal and Jharasangam Mandals.
39. Sangareddy	Sadasivpet, Kondapur and Sangareddy Mandals.
40. Patancheru	Jinnaram, Patancheru and Ramachandrapuram Mandals.

1	2
41. Dubbak	Mirdosdi, Doultabad, Chegunta, Dubbak and Toguta Mandals.
42. Gajwel	Tupran, Kondapak, Gajwel, Jagdevpur, Wargal and Mulug Mandals.
5—DISTRICT: RANGAREDDY	
43. Medchal	Medchal, Shamirpet, Ghatkesar and Keesara (Rural) Mandals.
44. Malkajgiri	Malkajgiri Mandal.
45. Quthbullapur	Quthbullapur Mandal.
46. Kukatpalle	Hyderabad (M Corp.) (Part) Hyderabad (M Corp.)—Ward No.24 (Part) (Area in Balanagar Mandal) Kukatpalle (M) (Part) Kukatpalle (M)—Ward No. 5 to 16.
47. Uppal	Uppal Municipality, Kapra Municipality.
48. Ibrahimpatnam	Hayathnagar, Ibrahimpatnam, Manchal and Yacharam Mandals.
49. Lal Bahadur Nagar	Saroornagar Mandal (Part) Gaddannaram (CT), Lal Bahadur Nagar (M+OG) (Part) Lal Bahadur Nagar (M)—Ward No. 1 to 10.
50. Maheswaram	Maheswaram and Kandukur Mandals. Saroornagar Mandal (Part) Medbowli, Almasguda, Badangpet, Chintalakunta, Jalpalle, Mamudipalle, Kurmalguda and Nadargul (Rural) Mandals. Hyderabad (OG) (Part) Balapur (OG)—Ward No. 36 Kothapet (OG)—Ward No. 37 Venkatapur (OG)—Ward No. 39 Mallapur (OG)—Ward No. 40 Lal Bahadur Nagar (M+OG) (Part) Lal Bahadur Nagar (M)—Ward No. 11 Nadargul (OG) (Part)—Ward No. 12 Jillalguda (OG)—Ward No. 15 Meerpet (CT).
51. Rajendranagar	Rajendranagar and Shamshabad Mandals.
52. Serilingampally	Serilingampally Mandal Balanagar Mandal (Part) Kukatpally (M) (Part) Kukatpally (M)—Ward No. 1 to 4.
53. Chevella (SC)	Nawabpet, Shankarpalle, Moinabad, Chevella and Shabad Mandals.
54. Pargi	Doma, Gandeed, Kulkacherla, Pargi and Pudur Mandals.
55. Vicarabad (SC)	Marpalle, Monunpet, Vikarabad, Dharur and Bantwaram Mandals.
56. Tandur	Peddemul, Tandur, Basheerabad and Yalal Mandals.
6—DISTRICT: HYDERABAD	
57. Musheerabad	Hyderabad (M Corp.+OG) (Part) Hyderabad (M Corp.) (Part) Ward No.1
58. Malakpet	Hyderabad (M Corp.+OG) (Part) Hyderabad (M Corp.) (Part) Ward No.16 Ward No.17 (Part) Block No. 8 and 9.

1	2
59. Amberpet	Hyderabad (M Corp.+OG) (Part) Hyderabad (M Corp.) (Part) Ward No. 2 Ward No. 3 (Part) Block No. 1 to 4.
60. Khairatabad	Hyderabad (M Corp.+OG) (Part) Hyderabad (M Corp.) (Part) Ward No.6 Ward No.3 (Part) Block No. 5 and 6 Ward No.8 (Part) Block No. 2. Ward No.5 (Part) Block No. 10.
61. Jubilee Hills	Hyderabad (M Corp.+OG) (Part) Hyderabad (M Corp.) (Part) Ward No. 8 (Part) Block No. 1, 3 and 4.
62. Sanathnagar	Hyderabad (M Corp.+OG) (Part) Hyderabad (M Corp.) (Part) Ward No.7, 24 (excluding the area in AC—46 Kukatpalle) and 25 to 30.
63. Nampally	Hyderabad (M Corp.+OG) (Part) Hyderabad (M Corp.) (Part) Ward No. 10 to 12.
64. Karwan	Hyderabad (M Corp.+OG) (Part) Hyderabad (M Corp.) (Part) Ward No. 9 Ward No. 13 (Part) Block No. 3 to 6.
65. Goshamahahal	Hyderabad (M Corp.+OG) (Part) Hyderabad (M Corp.) (Part) Ward No. 4, 14 and 15 Ward No. 5 (Part) Block No. 1 to 9 Ward No. 13 (Part) Block No. 1 and 2.
66. Charminar	Hyderabad (M Corp.+OG) (Part) Hyderabad (M Corp.) (Part) Ward No. 20 to 23.
67. Chandrayangutta	Hyderabad (M Corp.+OG) (Part) Hyderabad (M Corp.) (Part) Ward No.18 (Part) Block No. 1 to 3 and 8 to 14.
68. Yakutpura	Hyderabad (M Corp.+OG) (Part) Hyderabad (M Corp.) (Part) Ward No.17 (Part) Block No. 1 to 7 Ward No.18 (Part) Block No. 6 and 7.
69. Bahadurpura	Hyderabad (M Corp.+OG) (Part) Hyderabad (M Corp.) (Part) Ward No.18 (Part) Block No. 4 and 5 Ward No.19.

1	2
70. Secunderabad	Hyderabad (M Corp. (OG) (Part) Hyderabad (M Corp.) (Part) Ward No. 33 (Part) Block No. 4 to 7 Ward No. 34 and 35 Osmania University Area.
71. Secunderabad Cantt. (SC)	Hyderabad (M Corp. (OG) (Part) Hyderabad (M Corp.) (Part) Ward No. 31 and 32 Ward No. 33 (Part) Block No. 1 to 3 Secunderabad Cantonment Board.
7—DISTRICT: MAHBUBNAGAR	
72. Kodangal	Kodangal, Bonraspet, Kosgi, Doulatabad and Maddur Mandals.
73. Narayanpet	Koilkonda, Narayanpet, Damaragidda and Dhanwada Mandals.
74. Mahbubnagar	Hanwada and Mahbubnagar Mandals.
75. Jadcherla	Jadcherla, Nawabpet, Balanagar and Midjil Mandals.
76. Devarkadra	Bhoodipur, Addakal, Devarkadra, Chinna Chinta Kunta and Kothakota Mandals.
77. Makthal	Makthal, Maganoor, Atmakur, Narva and Uttoor Mandals.
78. Wanaparthy	Wanaparthy, Pebbair, Gopalpeta, Peddamandadi and Ghanpur Mandals.
79. Gadwal	Gadwal, Dharur, Malkakal and Ghattu Mandals.
80. Alampur (SC)	Ieer, Tikyal, Waddepalle, Manopad and Alampur Mandals.
81. Nagarkurnool	Nagarkurnool, Bijinapalle, Thimmajipet, Tadoor and Telkapalle Mandals.
82. Achampet (SC)	Bahoor, Lingal, Amrabad, Achampet, Uppunuthala and Vangoor Mandals.
83. Kalwakurthy	Veldanda, Kalwakurthy, Talakondapalle, Amangal and Madgul Mandals.
84. Shadnagar	Kondurg, Farooqnagar, Kothur and Keshampet Mandals.
85. Kollapur	Veepangandla, Kollapur, Peddakothapalle, Kodair and Pangal Mandals.
8—DISTRICT: NALGONDA	
86. Devarakonda (ST)	Chintapalle, Gundlapalle, Chandampet, Devarakonda and Pedda Adisarlappalle Mandals.
87. Nagarjuna Sagar	Gurranpode, Nidamanur, Peddavoora, Anumula and Thripuraram Mandals.
88. Miryalaguda	Vemulapalle, Miryalaguda and Damercherla Mandals.
89. Huzurnagar	Neredcherla, Garidepalle, Huzurnagar, Mattampalli and Mellachervu Mandals.
90. Kodad	Modhey, Nadigudem, Munagala, Chilkur and Kodad Mandals.
91. Suryapet	Atmakur (S), Suryapet, Chivveimla and Penpahad Mandals.
92. Nalgonda	Thupparthi, Nalgonda and Kungal Mandals.
93. Munugode	Munugode, Narayanapur, Marriguda, Nampalle, Chandur and Choutruppal Mandals.
94. Bhongir	Bhongir, Bibinagar, Valigonda and Pochampalle Mandals.
95. Narekhal (SC)	Ramannapeta, Chityala, Kattangoor, Narekhal, Kethepalle and Narekhal Mandals.

1	2
96. Thungathurthi (SC)	Thirumalagiri, Thungathurthi, Nuthankal, Jajireddigudem, Sali Gouraram and Mothkur Mandals.
97. Alair	M.Turkapalle, Rajapet, Yadagirigutta, Alair, Gundala, Atmakur (M) and Bommalaramaram Mandals.
9—DISTRICT: WARANGAL	
98. Jangaon	Cherial, Maddur, Bachannapet, Narmetta and Jangaon Mandals.
99. Ghanpur (Station) (SC)	Ghanpur (Station), Dharmasagar, Raghunathpalle, Zaffergadh, and Lingalaghanpur Mandals.
100. Palakurthi	Palakurthi, Devaruppula, Kodakandla, Raiparthy and Thorur Mandals.
101. Dornakal (ST)	Narsimhulapet, Maripeda, Kuravi and Dornakal Mandals.
102. Mahabubabad (ST)	Gudur, Nellikudur, Kesamudram and Mahabubabad Mandals.
103. Narsampet	Narsampet, Khanapur, Chennaraopet, Duggondi, Nekkonda and Nallabelly Mandals.
104. Parkal	Parkal, Atmakur, Sangam and Geesugonda Mandals.
105. Warangal West	Warangal Mandal (Part) Warangal (M Corp.) (Part) Warangal (M Corp.) - Ward No. 1 to 7, 15, 21 and 23 to 25
106. Warangal East	Warangal Mandal (Part) Warangal (M Corp.) (Part) Warangal (M Corp.) - Ward No. 8 to 14, 16 to 20 and 22.
107. Waradhanapet (SC)	Hasanparthy, Hanamkonda, Parvathagiri and Wardhanna Pet Mandals.
108. Bhupalpalle	Mogullapalle, Chityal, Bhupalpalle, Ghanpur (Mulug), Regonda and Shayampet Mandals.
109. Mulug (ST)	Venkatapur, Lurnagaram, Mangapet, Tadvai, Kothaguda, Govindaraopet and Mulug Mandals.
10—DISTRICT: KHAMMAM	
¹ 110. Pinapaka (ST)	Pinapaka, Manuguru, Gundala, Aswapuram Mandals and Bhurgunpadu Mandal excluding the Revenue Villages of Seetharamanagram, Sridhara Velair, Gumpanapalli, Ganapavaram, Ibrahimpet and Ravigudem (big).]
111. Yellandu (ST)	Kamepalle, Yellandu, Bayyaram, Tekulapalle and Garla Mandals.
112. Khammam	Khammam Mandal.
113. Palair	Thirumalayapalem, Kusumanchi, Khammam Rural and Nelakondapalle Mandals.
114. Madhira (SC)	Mudigonda, Chinthakani, Bonakal, Madhira and Yerrupalem Mandals.
115. Wyrā (ST)	Enkuru, Konjerla, Singareni, Julurpadu and Wyrā Mandals.
116. Sathupalle (SC)	Sathupalle, Penuballi, Kallur, Tallada and Vemsoor Mandals.
117. Kothagudem	Kothagudem and Palwancha Mandals.
¹ 118. Aswaraopeta (ST)	Mulikalapalle, Chandrugonda, Aswaraopeta and Dammapeta Mandals.]
119. Bhadrachalam (ST)	Wazeed, Venkatapuram, Cherla, Dummugudem, Bhadrachalam, Kunavaram, Chintur and V.R. Puram Mandals.

1. Subsby notification No. G.S.R. 311(E), dated 23-4-2015.

TABLE B – PARLIAMENTARY CONSTITUENCIES

Sl.No. & NameExtent of Parliamentary Constituencies	
1	2
1. ADILABAD (ST)	1-Sirpur, 5-Asifabad (ST), 6-Khanapur (ST), 7-Adilabad, 8-Boath (ST), 9-Nirmal and 10-Mudhole.
2. PEDDAPALLE (SC)	2-Chennur (SC), 3-Bellampalle (SC), 4-Mancherla, 22-Dharmapuri (SC), 23-Ramagundam, 24-Manthani and 25-Peddapalle.
3. KARIMNAGAR	26-Karimnagar, 27-Choppadandi (SC), 28-Vemulawada, 29-Sircilla, 30-Mamukondur (SC), 31-Huzurabad and 32-Husnabad.
4. NIZAMABAD	1-Armur, 2-Bodhan, 3-Nizamabad (Urban), 4-Nizamabad(Rural), 5-Balkonda, 6-Koratla and 7-Jagtial.
5. ZAHIRABAD	13-Jukkal (SC), 14-Banswada, 15-Yellareddy, 16-Kamareddy, 35-Narayanekhed, 36-Andole (SC) and 38-Zahirabad (SC).
6. MEDAK	8-Siddipet, 9-Medak, 10-Narsapur, 11-Sangareddy, 12-Patancheru, 13-Dubbak and 14-Gajwel.
7. MALKAJGIRI	15-Medchal, 16-Malkajgiri, 17-Quibullapur, 18-Kukatpalle, 19-Uppal, 20-Lal Bahadur Nagar and 21-SecunderabadCantt. (SC).
8. SECUNDERABAD	57-Musheerabad, 59-Amberpet, 60-Khairatabad, 61-Jubilee Hills, 62-Sanathnagar, 63-Nampally and 70-Secunderabad.
9. HYDERABAD	22-Malakpet, 23-Karwan, 24-Goshamahab, 25-Charminar, 26-Chandrayangutta, 27-Yakutpura and 28-Bahadurpura.
10. CHEVELLA	29-Maheswaram, 30-Rajendranagar, 31-Scerilingampally, 32-Chevela (SC), 33-Pargi, 34-Vicarabad (SC) and 35-Tandur.
11. MAHBUBNAGAR	36-Kodangal, 37-Narayanpet, 38-Mahbubnagar, 39-Jadcherla, 40-Devarkadra, 41-Makthal and 42-Shadnagar.
12. NAGARKURNOOL (SC)	78-Wanaparthy, 79-Gadwal, 80-Alampur (SC), 81-Nagarkurnool, 82-Achampet (SC), 83-Kalwakurthy and 85-Kollapur.
13. NALGONDA	43-Devarakonda (ST), 44-Nagarjuna Sagar, 45-Miryalaguda, 46-Huzurnagar, 47-Kodad, 48-Suryapet and 49-Nalgonda.
14. BHONGIR	48-Ibrahimpatnam, 93-Munugode, 94-Bhongir, 95-Nakrekal (SC), 96-Thungathurthi (SC), 97-Alair and 98-Jangoan.
15. WARANGAL(SC)	50-Ghanpur (Station) (SC), 51-Palakurthi, 52-Parkal, 53-Warangal West, 54-Warangal East, 55-Wardhannapet (SC) and 56-Bhupalpalle.
16. MAHABUBABAD (ST)	101-Dornakal (ST), 102-Mahabubabad (ST), 103-Narsampet, 109-Mulug (ST), 110-Pinapaka (ST), 111-Yellandu (ST) and 119-Bladrachalam (ST).
17. KHAMMAM	57-Khammam, 58-Palair, 59-Madliira (SC), 60-Wyra (ST), 61-Sathupalle (SC), 63-Kothagudem and 63-Aswaraopeta(ST).

NOTE: Any reference in Table A to a CT, OG, Mandal and Villages or other territorial division shall betaken to mean the area comprised within that CT, OG, Mandal and Villages or other territorialdivision as on the 15th day of February, 2004. Further, any reference in Table – A, to wards immunicipal areas shall be taken to mean the areas as defined in the Census of India 2001Report.”.

THE THIRD SCHEDULE

(See section 24)

PART I

MODIFICATION IN THE DELIMITATION OF COUNCIL CONSTITUENCIES

(ANDHRA PRADESH) ORDER, 2006

For the Table appended to the Delimitation of Council Constituencies (Andhra Pradesh) Order, 2006, the following Table shall be substituted, namely:—

"TABLE

Name of Constituency Extent of Constituency Number of seats

Local Authorities' Constituencies		
1. Srikakulam Local Authorities	Srikakulam	1
2. Vizianagaram Local Authorities	Vizianagaram	1
3. Visakhapatnam Local Authorities	Visakhapatnam	2
4. East Godavari Local Authorities	East Godavari	2
5. West Godavari Local Authorities	West Godavari	2
6. Krishna Local Authorities	Krishna	2
7. Guntur Local Authorities	Guntur	2
8. Prakasam Local Authorities	Prakasam	1
9. Nellore Local Authorities	Nellore	1
10. Chittoor Local Authorities	Chittoor	2
11. Kadapa Local Authorities	Kadapa	1
12. Anantapur Local Authorities	Anantapur	2
13. Kurnool Local Authorities	Kurnool	1
Graduates' Constituencies		
1. Srikakulam-Vizianagaram-Visakhapatnam Graduate	Srikakulam, Vizianagaram, Visakhapatnam	1
2. East-West Godavari Graduates	East-West Godavari	1
3. Krishna-Guntur Graduates	Krishna-Guntur	1
4. Prakasam-Nellore-Chittoor Graduates	Prakasam-Nellore-Chittoor	1
5. Kadapa-Anantapur-Kurnool Graduates	Kadapa-Anantapur-Kurnool	1
Teacher's Constituencies		
1. Srikakulam-Vizianagaram-Visakhapatnam Teachers	Srikakulam, Vizianagaram, Visakhapatnam	1
2. East-West Godavari Teachers	East-West Godavari	1
3. Krishna-Guntur Teachers	Krishna-Guntur	1
4. Prakasam-Nellore-Chittoor Teachers	Prakasam-Nellore-Chittoor	1
5. Kadapa-Anantapur-Kurnool Teachers	Kadapa-Anantapur-Kurnool	1

PART II

1. This Order may be called the Delimitation of Council Constituencies (Telangana) Order, 2014.
2. The constituencies into which the State of Telangana shall be divided for the purpose of elections to the Legislative Council of the State from (a) the local authorities' constituencies, (b) the graduates' constituencies, and (c) the teachers' constituencies in the said State, the extent of each such constituency and the number of seats allotted to each such constituency shall be as shown in the following Table:—

TABLE		
Name of Constituency	Extent of Constituency	Number of seats
*Local Authorities' Constituencies		
1. Mahbubnagar Local Authorities	Mahbubnagar	1
2. Ranga Reddy Local Authorities	Ranga Reddy	1
3. Hyderabad Local Authorities	Hyderabad	2
4. Medak Local Authorities	Medak	1
5. Nizamabad Local Authorities	Nizamabad	1
6. Adilabad Local Authorities	Adilabad	1
7. Karimnagar Local Authorities	Karimnagar	1
8. Warangal Local Authorities	Warangal	1
9. Khammam Local Authorities	Khammam	1
10. Nalgonda Local Authorities	Nalgonda	1
Graduates' Constituencies		
1. Mahbubnagar-Ranga Reddy-Hyderabad Graduates	Mahbubnagar-Ranga Reddy Hyderabad	1
2. Medak-Nizamabad-Adilabad-Karimnagar Graduates	Medak-Nizamabad-Adilabad-Karimnagar	1
3. Warangal-Khammam-Nalgonda Graduates	Warangal-Khammam-Nalgonda	1
Teacher's Constituencies		
1. Mahbubnagar-Ranga Reddy-Hyderabad Teachers	Mahbubnagar-Ranga Reddy Hyderabad	1
2. Medak-Nizamabad-Adilabad-Karimnagar Teachers	Medak-Nizamabad-Adilabad-Karimnagar	1
3. Warangal-Khammam-Nalgonda Teachers	Warangal-Khammam-Nalgonda	1

* See notification No. G.S.R. 313(E), dated 23-4-2015.

THE FOURTH SCHEDULE

[See section 22(2)]

List of members of the Legislative Council of successor States of Andhra Pradesh and Telangana :—

Legislative Council of Andhra Pradesh:

Members of Local Authorities Constituencies:

(1) Ilapuram Venkaiah, (2) Pothula Rama Rao, (3) D.V. Suryanarayana Raju, (4) Narayana Reddy Chadipiralla, (5) Boddu Bhaskara Ramarao, (6) Angara Ramamohan, (7) Dr. DesaiThippa Reddy, M.S., (8) Meka Seshu Babu, (9) Peerukalla Viswa Prasada Rao, (10) NarayanaReddy Vakati, (11) Mettu Govinda Reddy.

Members of Graduates' Constituencies:

(1) Boddu Nageswara Rao, (2) Kalidindi Ravi Kiran Varma, (3) M.V.S. Sarma, (4) Yandapalli Srinivasulu Reddy, (5) Dr. Geyanand M.

Members of Teachers' Constituencies:

(1) Gade Srinivasulu Naidu, (2) K.V.V. Satyanarayana Raju, (3) K.S. Lakshmana Rao, (4) Balasubrahmanyam Vitapu, (5) Bachala Pullaiah, ¹[(6) Kantheti Satyanarayana Raju, (7) T. Ratna Bai].

Nominated Members.

(1) Jupudi Prabhakar Rao, (2) Balashali Indira, (3) Dr. A. Chakrapani, (4) R. Reddeppa Reddy, (5) Shaik Hussain.

Members elected from Legislative Assembly Constituencies.

(1) K. Veerabhadra Swamy, (2) A. Lakshmi Siva Kumari, (3) R. Padma Raju, (4) Paladugu Venkata Rao, (5) Mohammad Jani, (6) N. Rajakumari, (7) Y. Ramakrishnudu, (8) S. Basava Punnaiah, (9) A. Appa Rao, (10) P.J. Chandrasekhara Rao, (11) B. Chandal Rayudu, (12) P. Samanthakamani, (13) C. Ramachandraiah, (14) S.V. Satish Kumar Reddy, (15) G. Thippe Swamy, (16) M. Sudhakar Babu.

Legislative Council of Telangana:

Members of Local Authorities Constituencies.

(1) Nethi Vidya Sagar, (2) V. Bhoopal Reddy, (3) Arikala Narsa Reddy, (4) Potla Nageswar Rao, (5) T. Bhanu Prasad Rao, (6) S. Jagadeeshwar Reddy, (7) Sri M.S. Prabhakar Rao, (8) Sri Patnam Narendra Reddy, (9) Syed Aminul Hasan Jafri.

Members of Graduates' Constituencies:

(1) Dr. K. Nageshwar, (2) Kapilavai Dileep Kumar, (3) K. Swamy Goud.

Members of Teachers' Constituencies:

(1) Pathuri Sudhakar Reddy, (2) Poola Ravinder, (3) Katepally Janardhan Reddy.

Nominated Members.

(1) D. Rajeshwar Rao, (2) Farooq Hussain, (3) B. Venkata Rao.

Elected by Members of Legislative Assembly

*(1) K.R. Amos, (2) Mohammad Ali Shabbir, (3) K. Yadava Reddy, (4) V. Gangadhar Goud, (5) T. Santosh Kumar, (6) N. Rajalingam, (7) D. Srinivas, (8) M. Ranga Reddy, (9) P. Sudhakar Reddy, (10) B. Lakshmi Narayana, (11) Mohammad Saleem, (12) B. Venkateswarlu, (13) Peer Shabbir Ahmed, (14) Mohammad Mahmood Ali, (15) Syed Altaf Hyder Razvi.

1. Ins. by notification No. G.S.R. 725(E), dated 14-10-2014.

* Omitted by notification No. G.S.R. 312(E), dated 23-4-2015.

The seat vacated by Shri K. R. Amos shall cease to exist and shall not be filled up in accordance with sub-clause (b) of clause (i) of sub-section (2) of section 23 of the Andhra Pradesh Reorganisation Act, 2014.

THE FIFTH SCHEDULE

(See section 28)

In the Constitution (Scheduled Castes) Order, 1950,—

(1) in paragraph 2, for the figures "XXIV", the figures "XXV" shall be substituted;

(2) in the Schedule,—

(a) in PART I relating to Andhra Pradesh, item number 9, shall be omitted;

(b) after Part XXIV, the following Part shall be inserted, namely:—

"PART XXV.—Telangana

1. Adi Andhra
2. Adi Dravida
3. Anamuk
4. Aray Mala
5. Arundhatiya
6. Arwa Mala
7. Bariki
8. Bavuri
9. Beda (Budga) Jangam
10. Bindla
11. Byagara, Byagari
12. Chachati
13. Chalavadi
14. Chamar, Mochi, Muchi, Chamar-Ravidas, Chamar-Rohidas
15. Chambhar
16. Chandala
17. Dakkal, Dokkalwar
18. Dandasi
19. Dhor
20. Dom, Dombara, Paidi, Pano
21. Ellamalawar, Yellammalawandlu
22. Ghasi, Haddi, Relli, Chanchandi
23. Godari
24. Gosangi
25. Holey a
26. Holey a Dasari
27. Jaggali
28. Jambuvulu
29. Kolupulvandlu, Pambada, Pambanda, Pambala

30. Madasi Kuruva, Madari Kuruva
31. Madiga
32. Madiga Dasu, Mashteen
33. Mahar
34. Mala, Mala Ayawaru
35. Mala Dasari
36. Mala Dasu
37. Mala Hannai
38. Malajangam
39. Mala Masti
40. Mala Sale, Nethani
41. Mala Sanyasi
42. Mang
43. Mang Garodi
44. Manne
45. Mashti
46. Matangi
47. Mehtar
48. Mitha Ayyalvar
49. Mundala
50. Paky, Moti, Thoti
51. Pamidi
52. Panchama, Parijah
53. Relli
54. Samagara
55. Samban
56. Sapru
57. Sindholu, Chindollu
58. Yatala
59. Valluvan.”.

THE SIXTH SCHEDULE

(See section 29)

AMENDMENTS TO THE CONSTITUTION (SCHEDULED TRIBES) ORDER, 1950

In the Constitution (Scheduled Tribes) Order, 1950,—

(1) in paragraph 2, for the figures "XXII", the figures "XXIII" shall be substituted;

(2) in the Schedule,—

(a) in PART I relating to Andhra Pradesh,—

(i) in item number 20, the brackets and words "(excluding Adilabad, Hyderabad, Karimnagar, Khammam, Mahbubnagar, Medak, Nalgonda, Nizamabad and Warangal districts)" shall be omitted;

(ii) item number 30 and the entries relating thereto shall be omitted;

(b) after Part XXIV, the following Part shall be inserted, namely:—

"PART XXV.—Telangana

1. Andh, Sadhu Aridh
2. Bagata
3. Bhil
4. Chenchu
5. Gadabas, Bodo Gadaba, Gutob Gadaba, Kallayi Gadaba, Parangi Gadaba, Kathera Gadaba, Kapu Gadaba
6. Gond, Naikpod, Rajgond, Koitur
7. Goudu (in the Agency tracts)
8. Hill Reddis
9. Jatapus
10. Kammara
11. Kattunayakan
12. Kolam, Kolawar
13. Konda Dhoras, Kubi
14. Konda Kapus
15. Kondareddis
16. Kondhs, Kodi, Kodhu, Desaya Kondhs, Dongria Kondhs, Kuttiya Kondhs, Tikiria Kondhs, Yenity Kondhs, Kuvinga
17. Kotia, Benthoriya, Bartika, Dulia, Holya, Samrona, Sidhopaiko
18. Koya, Doli Koya, Gutta Koya, Kammara Koya, Musara Koya, Oddi Koya, Pattidi Koya, Rajah, Rasha Koya, Lingadhari Koya (ordinary), Kottu Koya, Bhine Koya, Rajkoya
19. Kulia
20. Manna Dhora
21. Mukha Dhora, Nooka Dhora
22. Nayaks (in the Agency tracts)

23. Pardhan
24. Porja, Parangiperja
25. Reddi Dhoras
26. Rona, Rena
27. Savaras, Kapu Savaras, Maliya Savaras, Khutto Savaras
28. Sugalis, Lambadis, Banjara
29. Thoti (in Adilabad, Hyderabad, Karimnagar, Khammam, Mahbubnagar, Medak, Nalgonda, Nizamabad and Warangal districts)
30. Yenadis, Chella Yenadi, Kappala Yenadi, Manchi Yenadi, Reddi Yenadi
31. Yerukulas, Koracha, Dabba Yerukula, Kunchapuri Yerukula, Uppu Yerukula
32. Nakkala, Kurvikaran."

THE SEVENTH SCHEDULE

(See section 52)

LIST OF FUNDS

A. Provident Funds, Pension Funds, Insurance Funds

1. Contributory Provident Fund Work-charged 50% N.R.S.
 2. All India Service Provident Fund.
 3. Deposits of Zilla Praja Parishads out of Provident Fund contribution.
 4. General Provident Fund (Regular).
 5. Andhra Pradesh Class IV Govt. Servants Family Pension Fund.
 6. Andhra Pradesh State Employees Family Benefit Fund.
 7. Andhra Pradesh State Government Life Insurance Fund.
 8. Compulsory Savings Scheme.
 9. 50% D.A., G.P.F.N.R.S.
 10. G.P.F. Class-IV.
 11. G.P.F. Work Charged 50% N.R.S.
 12. C.P.F. work-charged Establishment.
 13. Electricity Department Provident Fund.
 14. ICS Provident Fund.
 15. Compulsory Savings Scheme for University Employees.
 16. Postal Insurance and Life Annuity Fund.
 17. Central Government Employees Group Insurance Scheme.
 18. I.A.S. Group Insurance.
 19. *Andhra Pradesh State Government Employees Contributory Pension Scheme—*
 - (i) Employees Contribution
 - (ii) Government Contribution.
 20. *Andhra Pradesh Aided Educational Institution Employees Contributory Pension Scheme—*
 - (i) Employees Contribution
 - (ii) Government Contribution
 21. Group Insurance for Panchayat Raj Employees
 22. Group Insurance Market Committee
 23. State Government Employees Group Janata Personal Accident Policy
 24. Employees Welfare Fund (Andhra Pradesh State)
- B. Sinking Fund, Guarantee Resumption Fund, Reserve Funds*
25. Sinking Fund —Investment Account
 26. Guarantee Redemption Fund—Investment Account
 27. *Depreciation Reserve Fund—Government Commercial Departments and Undertakings—*
 - (i) Alcohol Factory, Narayanaguda

- (ii) Alcohol Factory, Kamareddy
- (iii) Andhra Pradesh Text Book Press
- (iv) Government Distillery, Chagallu
- (v) Government Ceramic Factory, Gudur
- (vi) Government Block Glass Factory, Gudur.
- 28. *Industrial Development Funds*—
 - (i) Reserve Fund for Protection of Sugar Industries
 - (ii) Sericulture Development Fund.
- 29. Electricity Development Funds—Special Reserve Fund—Electricity.
- 30. *Other Development and Welfare Fund*—
 - (i) Funds for Development Schemes
 - (ii) Industrial Plantation Fund
 - (iii) Andhra Pradesh State Distilleries
 - (iv) Andhra Pradesh Distilleries Pollution Control
- 31. Depreciation Reserve Fund of Government Press
- 32. Depreciation Reserve Fund of Water Works
- 33. State Development Subsidy Fund for Small and Marginal Farmers
- 34. Industrial Research and Development Fund—Main Account
- 35. Industrial Research and Development Fund—Investment Account
- 36. Funds for Development Schemes—Investment Account
- 37. Andhra Pradesh Distilleries and Breweries
- 38. Amount with RBI in GRF Current Account
- 39. Security Adjustment Reserve—Investment Account
- C. Other Funds*
- 40. Development Funds for Educational Purposes
- 41. K.G. and Pennar Drainage Cess Fund
- 42. C.M. Relief Fund
- 43. Municipal Environmental Scheme Fund
- 44. Zilla Praja Parishad Funds
- 45. Subventions from Central Road Fund
- 46. Deposits of Police Funds
- 47. Deposits of Andhra Pradesh Social Welfare Fund
- 48. Development of Mineral Resources and Technology Upgradation Fund
- 49. Village Panchayat Funds
- 50. Mandala Praja Parishad Funds
- 51. Market Committee Funds
- 52. Thrift Fund cum Savings and Security Schemes for Weavers

53. State Agriculture Credit Stabilisation Fund
54. *Andhra Pradesh State Government Employees Contributory Pension Scheme*
 - (i) Employees Contribution
 - (ii) Government Contribution
55. *Deposits on Employees Welfare Fund and Matching contribution equivalent to the interest earned on the Employees Welfare Fund*
 - (i) Loans to Government Employees
 - (ii) Loans to Panchayat Raj Employees
 - (iii) Loans to Municipal Corporation Municipal Employees
 - (iv) Remuneration to the employees working in the Employees Welfare Fund and other connected expenditure like Stationery, Stamps, Contingent items, etc.
56. Deposits of Andhra Pradesh Building and Other Construction Workers Welfare Board.
57. Natural Calamities Unspent Margin Money Fund
58. Development Funds for Agricultural Purposes
59. Zamindari Abolition Fund
60. *Ethyl Alcohol Storage Facilities Fund*
 - (i) Andhra Pradesh Government Power Alcohol Factory, Bodhan
 - (ii) Andhra Pradesh Government Power Alcohol Factory, Chagallu
61. Security Adjustment Reserve
62. Andhra Pradesh Crop Insurance Fund
63. Andhra Pradesh Comprehensive Crop Insurance Scheme
64. Religious Charitable Endowment Funds
65. *Depreciation Reserve Fund of Hydro—Thermal Electricity Schemes*
 - (i) Depreciation Reserve Fund of Hydro—Thermal Electricity Schemes
 - (ii) Machkund
 - (iii) Tungabhadra
66. State Renewal Fund
67. Andhra Pradesh Rural Development Fund
68. Corpus Fund for upgradation of public libraries
69. General Reserve Funds of Government Commercial Departments/Undertakings.

THE EIGHTH SCHEDULE

(See section 59)

APPORTIONMENT OF LIABILITY IN RESPECT OF PENSIONS

1. Subject to the adjustments mentioned in paragraph 3, each of the successor States shall, in respect of pensions granted before the appointed day by the existing State of Andhra Pradesh, pay the pensions drawn in its treasuries.

2. Subject to the said adjustments, the liability in respect of pensions of officers serving in connection with the affairs of the existing State of Andhra Pradesh who retire or proceed on leave preparatory to retirement before the appointed day, but whose claims for pensions are outstanding immediately before that day, shall be the liability of the State of Andhra Pradesh.

3. There shall be computed, in respect of the period commencing on the appointed day and ending on such date after the appointed day, as may be fixed by the Central Government and in respect of each subsequent financial year, the total payments made to the two successor States in respect of pensions referred to in paragraphs 1 and 2. The total representing the liability of the existing State of Andhra Pradesh in respect of pensions and other retirement benefits shall be apportioned between the successor States on the basis of population ratio and any successor State paying more than its due share shall be reimbursed the excess amount by the other successor State paying less.

4. The liability of the existing State of Andhra Pradesh in respect of pension rolls granted before the appointed day and drawn in any area outside the territories of the existing State shall be the liability of the State of Andhra Pradesh subject to adjustments to be made in accordance with paragraph 3 as if such pensions had been drawn in any treasury in the State of Andhra Pradesh under paragraph 1.

5. (1) The liability in respect of the pension of any officer serving immediately before the appointed day in connection with the affairs of the existing State of Andhra Pradesh and retiring on or after that day, shall be that of the successor State granting him the pension and other retirement benefits; but the portion of the pension and other retirement benefits attributable to the service of any such officer before the appointed day in connection with the affairs of the existing State of Andhra Pradesh shall be allocated between the successor States on the basis of population ratio, and the Government granting the pension shall be entitled to receive from the other successor State its share of the liability.

(2) If any such officer was serving after the appointed day in connection with the affairs of more than one successor State other than the one granting the pension shall reimburse to the Government by which the pension is granted an amount which bears to the portion of the pension attributable to his service after the appointed day the same ratio as the period of his qualifying service after the appointed day under the reimbursing State bears to the total qualifying service of such officer after the appointed day reckoned for the purposes of pension.

6. Any reference in this Schedule to a pension shall be construed as including reference to the commuted value of the pension.

THE NINTH SCHEDULE

(See sections 68 and 71)

LIST OF GOVERNMENT COMPANIES AND CORPORATIONS

Sl. No. Name of Government Company Address		
(1)	(2)	(3)
1. Andhra Pradesh State Seeds Development Corporation Ltd.,		S-10-193, 2nd Floor, HACA Bhavan, Opp. Public Gardens, Hyderabad-500 004.
2. Andhra Pradesh State Agro Industrial Development Corporation Ltd.,		504, Hermitage Office Complex, Hill Fort Road, Hyderabad-500 004.
3. Andhra Pradesh State Warehousing Corporation.,		Warehousing Sadan, 2nd Floor, Behind Gandhi Bhavan, Nampally, Hyderabad- 500 001.
4. Andhra Pradesh State Civil Supplies Corporation Ltd.,		6-3-655/1/A, Civil Supplies Bhavan, Somajiguda, Hyderabad-500 082.
5. Andhra Pradesh Genco,		Vidyut Soudha, Khairathabad, Hyderabad-500 004.
6. Andhra Pradesh Transco,		Vidyut Soudha, Khairathabad, Hyderabad-500 004.
7. Singareni Collieries Company Ltd.,		Singareni Bhavan, Macharmanzil, Redhills, Hyderabad-500 004.
8. NREDCAP		Pisgha Complex, Nampally, Hyderabad-500 001.
9. Andhra Pradesh Forest Development Corporation Ltd.,		UNI Building, 3rd Floor, A.C.Guards, Hyderabad-500 004.
10. Andhra Pradesh State Film and Television Theatre Development Corporation Ltd.,		10-2-1, FDC Complex, A.C.Guards, Hyderabad-500 004.
11. Andhra Pradesh Medical Services Infrastructure Development Corporation,		APMSIDC Building, DM and HS Campus, Sulthan Bazar, Hyderabad-500 095.

(1)	(2)	(3)
12. Andhra Pradesh State Police Housing Corporation Ltd.,		DIG Office, Saifabad, Hyderabad-500 004.
13. Andhra Pradesh State Housing Corporation Ltd.,		3-6-184, Street No.17, Urdu Hall Lane, Himayat Nagar, Hyderabad.
14. Andhra Pradesh Housing Board,		Gruhakalpa, M.J.Road, Nampally, Hyderabad-500 028.
15. Andhra Pradesh Technologies Services Ltd.,		B.R.K. Buildings, Tank Bund Road, Hyderabad.
16. Andhra Pradesh Mineral Development Corporation Ltd.,		Rear Block, 3rd Floor, HMWSSB Premises, Khairathabad, Hyderabad-500 004.
17. Andhra Pradesh Industrial Infrastructure Corporation Ltd.,		5-9-58/B, 6th Floor, Parishrama Bhavan, Basheerbagh, Hyderabad-500 004.
18. Andhra Pradesh Industrial Development Corporation Ltd.,		5-9-58/B, 6th Floor, Parishrama Bhavan, Basheerbagh, Hyderabad-500 004.
19. Andhra Pradesh State Finance Corporation,		5-9-194, Chirag Ali Lane, Abids, Hyderabad-500 001.
20. Leather Industries Development Corporation of Andhra Pradesh (LIDCAP), Shaw Ali, Golkonda Post,		5-77/27, Darga Hussaini Hyderabad-500008.
21. Andhra Pradesh Handicraft Development Corporation Ltd.,		Hasthakala Bhavan, Musheerabad X Roads, Hyderabad.
22. Andhra Pradesh State Trade Promotion Corporation Ltd (APTPC),		6-10-74, Fathe Maidhan Road, Shakar Bhavan, Hyderabad-500 004.
23. Andhra Pradesh State Irrigation Development Corporation Ltd.,		8-2-674/2/B, Road No.13, Banjara Hills, Hyderabad-500 034.

(1)	(2)	(3)
24. Andhra Pradesh State Minorities Finance Corporation Ltd.,		5th Floor, A.P. State Haj House, Opp. Public Gardens, Nampally, Hyderabad-500 001.
25. Andhra Pradesh Beverages Corporation Ltd.,		4th Floor, Prohibition and Excise Complex, 9 and 10 Eastern, M.J.Road, Nampally, Hyderabad-500 001.
26. Andhra Pradesh State Road Transport Corporation,		Bus Bhavan, Musheerabad X Roads, Hyderabad.
27. Andhra Pradesh Foods,		IDA, Nacharam, Hyderabad-500 076.
28. Andhra Pradesh State Tourism Development Corporation Ltd.,		3-5-891, A.P. Tourism House, Himayath Nagar, Hyderabad.
29. Andhra Pradesh Rajiv Swagratha Corporation Ltd.,		A-06, Sahabhavan, Bandlaguda, GSI (Post), Hyderabad-500 068.
30. Eastern Power Distribution Corporation Ltd.,		Corporate Office, Near Guruwar Junction, P and T Seethammadhara Colony, Vishakapatnam-530 013.
31. Southern Power Distribution Corporation Ltd.,		# 1-13-65/A, Srinivasapuram, Tirupati-517503.
32. Central Power Distribution Corporation Ltd.,		6-1-50, Corporate Office, Mint Compound, Hyderabad-500 063.
33. Northern Power Distribution Corporation Ltd.,		1-1-478, Chaitanyapuri Colony, Near RES Petrol Pump, Warangal.
34. Andhra Pradesh Heavy Machinery and Engineering Ltd.,		Regd. Office and Factory, Kondapally-521228, Krishna District.
35. Vizag Apparel Park for Export Ltd.,		C-Block, 4th Floor, BRK Bhavan, Hyderabad-500 063.

(1)	(2)	(3)
36. Andhra Pradesh State Christian (Minorities) Finance Corporation,		6-2-41, Flat No. 102, Moghal Emami Mansion, Opp. Shadan College, Khairathabad, Hyderabad-500 004.
37. Hyderabad Metro Rail Ltd.,		Metro Rail Bhavan, Saitabad, Hyderabad-500 004.
38. Andhra Pradesh Urban Finance Infrastructure Development Corporation Ltd.,		2nd Floor, E and PH Complex, Kashana Building, AC Guards, Hyderabad.
39. Infrastructure Development Corporation of Andhra Pradesh (INCAP),		10-2-1, 3rd Floor, FDC Complex, AC Guards, Hyderabad-500 028.
40. Overseas Manpower Company of Andhra Pradesh Ltd. (OMCAP),		ITI Mallepally Campus, Vijayanagar Colony, Hyderabad-500 057.
41. Andhra Pradesh Power Finance Corporation Ltd.,		L-Block, 4th Floor, Andhra Pradesh Secretariat, Hyderabad.
42. Andhra Pradesh Roads Development Corporation,		R and B Office, Beside Mahaveer, AC Guards, Hyderabad-500 057.
43. Andhra Pradesh Tribal Power Company Ltd. (TRIPCO),		4th Floor, Damodharam Sanjivaiah Samkshema Bhavan, Masab Tank, Hyderabad.
44. Andhra Pradesh Tribal Mining Company Ltd. (TRIMCO),		4th Floor, Damodharam Sanjivaiah Samkshema Bhavan, Masab Tank, Hyderabad.
45. Andhra Pradesh Cooperative Oil seeds Growers Federation Limited,		Parishrama Bhavan, 9th Floor, Hyderabad.
46. Andhra Pradesh Marketing Federation Ltd.		Haka Bhavan, Hill Fort Road, Hyderabad.
47. Deccan Infrastructure and Land Holdings Ltd.		C/o Andhra Pradesh Housing Board, Ground Floor, Gruha Kalpa, MJ Road, Nampally, Hyderabad-500001.

(1)	(2)	(3)
48. Andhra Pradesh Aviation Corporation Ltd.		II Floor, Container, Floride Station, Air Corporation Complex, Begumpet 16.
49. Andhra Pradesh Gas Infrastructure Corporation (P) Ltd.		5-9-58/B, Parishrama Bhavan, II Floor, Fathe Maidan Road, Basheerbagh, Hyderabad-14.
50. Andhra Pradesh Gas Distribution Corporation Ltd.		5-9-58/B, Parishrama Bhavan, II Floor, Fathe Maidan Road, Basheerbagh, Hyderabad-14.
51. Andhra Pradesh Khadi and Village Industries Board (APKVIB).		Mehdipatnam Road, Masab Tank, Humayun Nagar, Hyderabad.
52. Andhra Pradesh State Handloom Weavers Co-operative Society Ltd. (APCO)		Road No. 16, Industrial Development Area, Chinthal, Hyderabad-55.
53. Andhra Pradesh Textile Development Corporation (APTEx).		4th Floor, BRKR Bhavan, C Block, Tankbundroad, Suitabad, Hyderabad-4.
54. Nizam Sugars Ltd. (NSL).		6-3-570/1, 201, Diamond Block, Rockdale Compound, Somajiguda, Errammanjil, Hyderabad-82.
55. Andhra Pradesh Food Processing Society (APFPS).		1st Floor, BRKR Bhavan, Tank Bund Road, Hyderabad-63.
56. Krishnapatnam International Leather Complex Pvt. Ltd. (KPILC)		5th Floor, Parishrama Bhavan, Basheerbagh, Hyderabad-4.
57. Andhra Pradesh State Federation of Co-operative Sugar Factories Ltd. (APSFCSC).		Chirag Ali Lane, Hyderabad-500001.
58. Textile Park, Pasha Mailaram		Pasha Mailaram, Medak District.
59. Andhra Pradesh Women's Co-operative Finance Corporation Ltd.		Door No. 1335/II, Road No. 45, Jubilee Hills, Hyderabad-500 033.

(1)	(2)	(3)
60. Andhra Pradesh Vikalangula Co-operative Corporation		AP Vikalangula Sankshema Bhavan, Nalgonda X Roads, Malkpet.
61. Andhra Pradesh Water Resources Development Corporation		IV Floor, Jalasoudha Building Erram Manzil, Hyderabad.
62. Andhra Pradesh State Property Tax Board (APSPTB), Hyderabad.		AC Guards, Masabtank, Hyderabad.
63. Andhra Pradesh Toddy Tappers Cooperative Finance Corporation Ltd. (AP Geetha Paarishramika Sahakara Arthika Samkhsema Samstha), Narayanagunda, Hyderabad.		3-5-1089, Beside Deepak Cinema Theater, Narayanguda, Hyderabad-29.
64. Society for Employment, Promotion and Training in Twin Cities (SETWIN).		Azmath Jah Palace, Purani Haveli, Hyderabad-500 002.
65. Sports Authority of Andhra Pradesh (SAAP)		Lal Bahadur Stadium, Hyderabad-500 001, AP, INDIA.
66. Andhra Pradesh Society for Training and Employment Promotion (APSTEP)		Director of Youth Services and MD, APSTEP, Behind Boats Club, Secunderabad.
67. State Institute of Hotel Management Catering Technology, Tirupathi		Near SV Zoo Park, Beside AP Tourism Transport, Peler Village, Tirupathi, Chittoor Distt. 517507
68. State Institute of Hotel Management Catering Technology, Medak		Kohir X road, Kaveri Village, Medak Distt. 502321
69. Andhra Pradesh Meat Development Corporation, Hyderabad		10-2-289/129, Shanthinagar, Hyderabad-28
70. Andhra Pradesh Dairy Development Corporation, Hyderabad		Vijaya Bhavan, Lalapet, Hyderabad-17
71. AP Sheep and Goat Development Cooperative Federation, Hyd.		Managing Director, 10- 2-289/127 Shanthinagar, Masabtank, Hyderabad-28

(1)	(2)	(3)
72. Andhra Pradesh State Fishermen Cooperative Societies Federation, Hyd.		Managing Director, O/o Commissioner of Fisheries, 4th Lane, Shanthinagar, Mathsya Bhavan, Hyderabad.
73. Andhra Pradesh Dairy Development Cooperative Federation, Ltd., Hyderabad.		Vijaya Bhavan, Lalapet, Hyderabad-17
74. Andhra Pradesh State Veterinary Council, Hyderabad.		H.No. 2-289/124, Road, No. 4, Shanthi Nagar, Hyderabad-500028.
75. Andhra Pradesh Girijan Co-operative Corporation		Telugu Samkshema Bhavan, Masab Tank, Hyderabad-28
76. Andhra Pradesh State ST Co-operative Finance Corporation (Tricor)		Managing Director, 1st Floor, D.S.S. Bhavan, Masab Tank, Hyderabad.
77. Andhra Pradesh Education and Welfare Infrastructure Development Corporation (APEWIDC)		4th Floor, Rajiv Vidya Mission Building, SCERT Compound, Hyderabad-500001
78. Andhra Pradesh Scheduled Castes Co-operative Finance Corporation		VC and MD Damodaram Sanjeevayya Samkshema Bhavan, 5th Floor, Masab Tank, Hyderabad-28
79. Andhra Pradesh Backward Classes Co-operative Finance Corporation		Samkshema Bhavan, Masab Tank, Hyderabad
80. Andhra Pradesh Washermen Co-operative Societies Federation Ltd.		Samkshema Bhavan, Masab Tank, Hyderabad-28
81. Andhra Pradesh Nayee Brahmana Co-operative Societies Federation Ltd.		Samkshema Bhavan, Masab Tank, Hyderabad-28
82. Andhra Pradesh Sagara (Uppara) Co-operative Societies Federation Ltd.		Samkshema Bhavan, Masab Tank, Hyderabad-28
83. Andhra Pradesh Valmiki/ Boya Co-operative Societies Federation Ltd.		Samkshema Bhavan, Masab Tank, Hyderabad-28

(1)	(2)	(3)
84. Andhra Pradesh Krishna Bahja, Poosala Co-operative Societies Federation Ltd.		Sankshema Bhavan, Masab Tank, Hyderabad-28
85. Andhra Pradesh Bhattaraja Co-operative Societies Federation Ltd.		Sankshema Bhavan, Masab Tank, Hyderabad-28
86. Andhra Pradesh Medara Finance Corporation.		Sankshema Bhavan, Masab Tank, Hyderabad-28
87. Andhra Pradesh Kummari Salivahana Co-operative Societies Federation Ltd.		Sankshema Bhavan, Masab Tank, Hyderabad-28
88. Andhra Pradesh State Vishwabrahmana Co-operative Corporation Ltd.		Sankshema Bhavan, Masab Tank, Hyderabad-28
89. Andhra Pradesh Taddy Tappers Co-operative Societies Federation Ltd.		Sankshema Bhavan, Masab Tank, Hyderabad-28.

THE TENTH SCHEDULE

(See section 75)

CONTINUANCE OF FACILITIES IN CERTAIN STATE INSTITUTIONS

List of Training Institutions/Centres

1. Andhra Pradesh State Co-operative Union, Hyderabad.
2. Andhra Pradesh Study Circle for Backward Classes, Visakhapatnam.
3. Environment Protection Training and Research Institute, Hyderabad.
4. Andhra Pradesh Forest Academy, Ranga Reddy District.
5. Andhra Pradesh State Council of Science and Technology (APCOST), Hyderabad.
6. Dr.MCR Human Resource Development Institute of Andhra Pradesh, Hyderabad.
7. Centre for Good Governance, Hyderabad.
8. State Institute of Health and Family Welfare, Vengalrao Nagar, Hyderabad.
9. State Board of Technical Education and Training, Hyderabad.
10. Andhra Pradesh Police Academy, Hyderabad.
11. Water and Land Management, Training and Research Institute, Hyderabad.
12. AMR Andhra Pradesh Academy of Rural Development, Hyderabad.
13. Sriramananada Theertha Training and Research Institute.
14. Andhra Pradesh Prohibition and Excise Academy.
15. State Institute of Educational Technology, Hyderabad.
16. State Council of Educational Research and Training, Hyderabad.
17. Andhra Pradesh Study Circle, Hyderabad.
18. Tribal Culture and Research Institute, Sankshema Bhavan, Masab Tank, Hyderabad.
19. Board of Intermediate Education, Hyderabad.
20. Andhra Pradesh State Seeds Certification Agency, Hyderabad.
21. Andhra Pradesh Live Stock Development Agency, Hyderabad.
22. Centre for Forest and Natural Resource Management Studies (CEFARM), Ranga Reddy District.
23. Andhra Pradesh Press Academy, Hyderabad.
24. AIDS Control Society, Hyderabad.
25. Andhra Pradesh Medical and Aromatic Plants Board, Hyderabad.
26. Andhra Pradesh Para Medical Board, Hyderabad.
27. Andhra Pradesh State Council of Higher Education, Hyderabad.
28. Forensic Science Laboratory, Hyderabad.
29. State Level Police Recruitment Board.
30. Society for Andhra Pradesh Network (SAPNET) , Hyderabad.
31. Andhra Pradesh Engineering Research Labs, Hyderabad.

32. Andhra Pradesh Urdu Academy, Hyderabad.
33. Andhra Pradesh Urban Services for the Poor, Hyderabad.
34. Mission for Elimination of Poverty in Municipal Areas (MEPMA), Hyderabad.
35. Andhra Pradesh Rural Livelihoods Project (P.M.U), Hyderabad.
36. Water Conservation Mission.
37. Society for Elimination of Rural Poverty, Hyderabad.
38. Employment Generation and Marketing Mission, Hyderabad.
39. Andhra Pradesh State Remote Sensing Applications Centre, Hyderabad.
40. Andhra Pradesh Open School Society, Hyderabad.
41. A.P.R.E.I. Society, Hyderabad.
42. Andhra Pradesh Social Welfare Residential Educational Institutions Society (A.P.S.W.R.E.I.), Hyderabad.
43. State Agriculture Management and Extension Training Institute (SAMETI) Hyderabad.
44. Soil Conservation Training Centre, Hyderabad.
45. State Management Institute for Livestock Development in Andhra Pradesh, Hyderabad (SMILDA), Hyderabad.
46. State Animal Husbandry Training Centre, East Godavari.
47. State Institute for Fisheries Technologies (SIFT), Kakimada.
48. Mahatma Jyothiba Phule Andhra Pradesh Backward Classes Welfare Residential Educational Institutions Society, Hyderabad.
49. Andhra Pradesh Commission for Backward Classes, Hyderabad.
50. Hindi Academy, Hyderabad.
51. Telugu Academy, Hyderabad.
52. Sanskrit Academy, Hyderabad.
53. Oriental Manuscripts Library and Research Institute, Hyderabad.
54. Andhra Pradesh State Archives and Research Institute, Hyderabad.
55. Rajiv Gandhi University of Knowledge Technologies, Hyderabad.
56. Jawaharlal Nehru Architecture and Fine Arts University, Hyderabad.
57. Sri Padmavathi Mahila University, Tirupati.
58. Dravidian University, Kuppam.
59. Telugu University, Hyderabad.
60. Dr. B.R. Ambedkar Open University, Hyderabad.
61. RVM (SSA) Authority, Hyderabad.
62. Andhra Pradesh Government Text Book Press, Hyderabad.
63. State Central Library, Hyderabad.
64. Andhra Pradesh Pollution Control Board, Hyderabad.

65. Andhra Pradesh State Bio-Diversity Board, Hyderabad.
66. Andhra Pradesh National Green Corps, Secunderabad.
67. Directorate of Institute of Preventive Medicine, Hyderabad.
68. Institute for Electronic Governance (IEG) AP Society for Knowledge Networks,
Hyderabad.
69. National Institute of Urban Management (NIUM), Hyderabad.
70. Andhra Pradesh State Wakf Board, Hyderabad.
71. The Survey Commissioner of Wakfs, Hyderabad.
72. Centre for Educational Development of Minorities, Hyderabad.
73. Dairatul Maarif, OU Hyderabad.
74. Andhra Pradesh State Haj Committee, Hyderabad.
75. Andhra Pradesh State Development Planning Society, Hyderabad.
76. Extension Training Centre, Rajendranagar.
77. Extension Training Centre, Hasanparthy.
78. Extension Training Centre, Bapatla.
79. Extension Training Centre, Samalkot.
80. Extension Training Centre, Srikalahasthi.
81. Rajiv Education and Employment Mission in Andhra Pradesh (REEMAP),
Hyderabad.
82. Society for Rural Development Services, Hyderabad.
83. Society for Social Audit, Accountability and Transparency, Hyderabad.
84. Streenidhi Credit Cooperative Federation Ltd., Hyderabad.
85. Andhra Pradesh Survey Training Academy, Hyderabad.
86. The Ambedkar Research and Training Institute for Scheduled Castes, Hyderabad.
87. Andhra Pradesh State Commission for Scheduled Castes and Scheduled Tribes,
Hyderabad.
88. Victoria Memorial Home (Residential School), Hyderabad.
89. APTW Residential Education Institutions Society (Gurukulam), Hyderabad.
90. DR. YSR Study Circle for Scheduled Tribes (PETC), Secunderabad.
91. Andhra Pradesh Women's Commission, Secunderabad.
92. Andhra Pradesh State Social Welfare Advisory Board, Hyderabad.
93. State Commission for Protection of Child Rights, Secunderabad.
94. The Training Centre for Teachers of Visually Handicapped, Secunderabad.
95. Study Circle for Disabled Andhra Pradesh, Hyderabad.
96. APSRTC Employees THRIFT and Credit Cooperative Society Ltd., Hyderabad.
97. Truck Operators Highway Amenities Society (TOHAS), Hyderabad.
98. National Cadet Corps Directorate, Secunderabad.

99. Shilparamam Arts Crafts Cultural Society, Madhapur, Hyderabad.
100. Dr. YSR National Institute of Tourism and Hospitality Management, Hyderabad.
101. State Institute of Correctional Administration, Chanchalguda, Hyderabad.
102. Andhra Pradesh Fire Services and Civil Defence Training Institute, Hyderabad.
103. Sri Pragada Kotaiah Memorial Indian Institute of Handloom Technology (SPKMIHT), Nellore.
104. Telugu Chenetha Parishramika Shiksha Kendram, Ananthapur.
105. Weavers Training Centre, Karimnagar (WTC), Karim Nagar.
106. Powerloom Service Centre, Sircilla, Karimnagar.
107. Khadi Gramodyoga Maha Vidyalaya, Hyderabad.

THE ELEVENTH SCHEDULE

[See section 85(7)(c)]

Principles governing the functioning of the River Management Boards.

1. The operation protocol notified by the Ministry of Water Resources with respect to water resources arrived at based on appropriate dependability criteria after the adjudication by the Krishna Water Disputes Tribunal shall be binding on both the successor States.

2. In the event of conflicting demand of water for irrigation and power, the requirement of water for irrigation shall take precedence.

3. In the event of conflicting demand of water for irrigation and drinking water, the requirement of water for drinking water purpose shall take precedence.

4. The allocations made by the River Water Tribunals with regard to various projects on Godavari and Krishna Rivers or for the regions of the existing State of Andhra Pradesh, in respect of assured water shall remain the same.

5. Allocations, if any, to be made on excess flows by any Tribunal in future shall be binding on both the State of Telangana and the successor State of Andhra Pradesh.

6. While the successor State Governments shall be responsible for managing natural calamities, the Boards shall advise the two State Governments on the management of disaster or drought or flood in the rivers of Krishna and Godavari, particularly in reference to the release of water for the management and mitigation of the natural calamities. The Boards shall have the full authority to get their orders implemented by the two successor State Governments promptly and effectively in respect of operation of the head works of the dams, reservoirs or head works of canals and works appurtenant thereto including the hydel power projects, as notified by the Central Government, on Krishna and Godavari Rivers.

7. No new projects based on water resources arrived at based on appropriate dependability criteria on Godavari or Krishna rivers can be taken up by the State of Telangana or the State of Andhra Pradesh without obtaining sanction from the Apex Council on River water resources. All such proposals shall be first appraised and technically cleared by the respective Board, before sanction by the said Apex Council.

8. Execution of ongoing projects and future new projects on Godavari and Krishna rivers shall be the responsibility of the State Government concerned where the project is located.

9. In case of non-implementation of the decision by either of the States, the defaulting State shall bear the responsibility and shall face financial and other penalties imposed by the Central Government.

10. The following irrigation projects which are under construction shall be completed as per the plan notified by the existing State of Andhra Pradesh and the water sharing arrangement shall continue as such:—

- (i) Handri Niva
- (ii) Telugu Ganga
- (iii) Galeru Nagiri
- (iv) Venegonda
- (v) Kalvakurthi
- (vi) Nettempadu.

THE TWELFTH SCHEDULE

(See section 92)

A. Coal

1. Of the total equity of Singareni Collieries Company Ltd. (SCCL), 51% shall be with the Government of Telangana and 49% with the Government of India.
2. Existing coal linkages of SCCL shall continue without any change.
3. New linkages shall be allotted to the successor States as per the New Coal Distribution Policy by Government of India.
4. End use plants of the allocated coal blocks shall continue with coal from the block to be supplied in proportion to their respective capacities.

B. Oil and Gas

1. Allocation of natural gas will continue to be done as per the policies and guidelines issued by the Government of India from time to time.
2. The royalties payable on domestic onshore production of oil and gas shall accrue to the State in which such production takes place.

C. Power

1. Units of APGENCO shall be divided based on geographical location of power plants.
2. Existing Power Purchase Agreements (PPAs) with respective DISCOMS shall continue for both on-going projects and projects under construction.
3. The existing Andhra Pradesh Electricity Regulatory Commission (APERC) shall function as a joint regulatory body for a period not exceeding six months within which time separate SERCs will be formed in the successor States.
4. The existing State Load Despatch Centre (SLDC) shall function for both successor States for a period not exceeding two years within which time separate SLDC shall be set up for each successor State. During this period, the existing SLDC shall function under the direct administration and control of the Southern RLDC at Bengaluru.
5. Transmission lines of APTRANSCO of 132 KV and higher voltage cutting across the successor States shall be deemed as Inter-State Transmission System (ISTS) lines. The transmission lines falling within the territory of each successor State shall be transferred to the respective State Transmission Utilities. The maintenance of ISTS lines shall also be done by successor States in their respective jurisdictions.
6. The power of the Central Generating Stations will be allotted in such ratio to the State of Telangana and the State of Andhra Pradesh based on the actual energy consumption of the last 5 years of the relevant DISCOMS in the respective successor State.
7. For a period of ten years, the successor State that has a deficit of electricity shall have the first right of refusal for the purchase of surplus power from the other successor State.
8. The districts of Anantapur and Kurnool which fall within the jurisdiction of the AP Central Power Distribution Company Ltd. will now be reassigned to the AP South Power Distribution Company Ltd.

THE THIRTEENTH SCHEDULE

(See section 93)

Education

1. The Government of India shall take steps to establish institutions of national importance in the 12th and 13th Plan periods in the successor State of Andhra Pradesh. This would include one IIT, one NIT, one IIM, one IISER, one Central University, one Petroleum University, one Agricultural University and one IIIT.
2. The Government of India shall establish one AIIMS-type Super-Specialty Hospitaleum-Teaching Institution in the successor State of Andhra Pradesh.
3. The Government of India shall establish a Tribal University each in the State of Andhra Pradesh and in the State of Telangana.
4. A Horticulture University shall be established in the successor State of Telangana.
5. The Government of India shall establish the National Institute of Disaster Management in the successor State of Andhra Pradesh.

Infrastructure

1. The Government of India shall develop a new major port at Duggirajapatnam in the successor State of Andhra Pradesh to be completed in phases with Phase I by end-2018;
2. SAIL shall examine, within six months from the appointed day, the feasibility of establishing an integrated steel plant in Khammam district of the successor State of Telangana;
3. SAIL shall, within six months from the appointed day, examine the feasibility of establishing an integrated Steel Plant in YSR District of the successor State of Andhra Pradesh;
4. IOC or HPCL shall, within six months from the appointed day, examine the feasibility of establishing a greenfield crude oil refinery and petrochemical complex in the successor State of Andhra Pradesh and take an expeditious decision thereon;
5. The Government of India shall, within six months from the appointed day, examine the feasibility of establishing a Vizag-Chennai industrial corridor along the lines of Delhi-Mumbai Industrial Corridor and take within such period an expeditious decision thereon;
6. The Government of India shall, within six months from the appointed day, examine the feasibility of expanding the existing Visakhapatnam, Vijayawada and Tirupati airports to international standards and take an expeditious decision thereon;
7. NTPC shall establish a 4000 MW power facility in the successor State of Telangana after establishing necessary coal linkages;
8. Indian Railways shall, within six months from the appointed day, examine establishing a new railway zone in the successor State of Andhra Pradesh and take an expeditious decision thereon;
9. NHAI shall take necessary steps to improve road connectivity in the backward regions of the successor State of Telangana;
10. The Indian Railways shall, within six months from the appointed day, examine the feasibility of establishing a Rail Coach Factory in the successor State of Telangana and improve rail connectivity in the State and take an expeditious decision thereon;

11. The Central Government shall take measures to establish rapid rail and road connectivity from the new capital of the successor State of Andhra Pradesh to Hyderabad and other important cities of Telangana;

12. The Government of India shall examine the feasibility of Metro Rail facility in Vishakhapatnam and Vijayawada-Guntur-Tenali Metropolitan Urban Development Authority within a period of one year from the appointed day and take an expeditious decision thereon.



తెలంగాణ, తెలంగాణా TELANGANA
 187 06/01/2016 100/-
 Signed to A. Anthony
 S. Arulmudam
 NTPC Ltd

KHAI... SAIN
 LICENCE... VENDOR
 12/01/2013
 12/01/2013, Tallagarda,
 HYDERABAD (SOUTH) DISTRICT.
 Phone: 9447395139189

POWER PURCHASE AGREEMENT

BETWEEN

NTPC LIMITED

AND

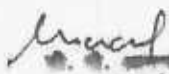
< Southern Power Distribution Company of Telangana Limited (TSSPDCL) >

FOR

Telangana Super Thermal Power Project Ph-I (2x800 MW)

THIS POWER PURCHASE AGREEMENT hereinafter called the "Agreement" entered into at HYDERABAD on the 18th day of JANUARY Two Thousand Sixteen (18.01/2016) between

NTPC Limited, a Company incorporated under the Companies Act, 1956 having its


 C. V. ANAND
 General Manager (Commercial)
 NTPC Limited
 Corp. Centre, New Delhi



registered office at NTPC Bhawan, Core-7, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi - 110003 (hereinafter called 'NTPC' or Seller) which expression shall unless repugnant to the context or meaning thereof include its successors and assigns as party of the first part; and Southern Power Distribution Company of Telangana Limited (TSSPDCL), a distribution licensee in the state of Telangana having its Registered/Head Office at at 6-1-50, Corporate Office, Mint Compound, Hyderabad - 500 063 in the State of Telangana (hereinafter referred to as 'TSSPDCL or Procurer') which expression shall unless repugnant to the context or meaning thereof include its successors and Permitted Assigns as party of the second part. Each of the parties of the first and second above is individually referred to as a "Party" and collectively as the "Parties".

WHEREAS NTPC is a Generating Company as defined under Section 2(28) of the Electricity Act, 2003 and is a Govt. of India Enterprise.

AND WHEREAS as per AP Reorganisation Act, 2014, State of Telangana has been carved out of State of Andhra Pradesh as a new state.


AND WHEREAS NTPC is in the process of establishing a Coal fired Power project of capacity 1600 MW (2 X 800 MW) at Jyoti Nagar in Karimnagar district of Telangana named as Telangana Super Thermal Power Station, Ph-I hereinafter referred to as "TnSTPS-I" and generally be referred to as "Station" to be owned, operated and maintained by NTPC.

AND WHEREAS Procurer(s) is desirous of purchasing electricity from TnSTPS-I and NTPC is willing to sell electricity from TnSTPS-I to Procurer(s) from the date of commissioning of Unit-I of TnSTPS-I on mutually agreed terms and conditions mentioned hereunder.

Now, therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties as follows:

1.0 DEFINITIONS

- (a) The words or expressions used in this Agreement but not defined hereunder shall have the same meaning assigned to them by the


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 महा प्रबन्धक (TSSPDCL)
 General Manager (Commercial)
 एनटीपीसी लिमिटेड/NTPC Limited
 Corp. Centre, New Delhi



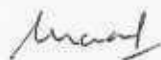
Electricity Act, 2003 as amended from time to time, the Rules framed there under and Regulations issued by CERC from time to time.

- (b) The words or expressions mentioned below shall have the meanings respectively as assigned hereunder:

- | | | |
|-------|--|--|
| i) | Act, 2003 | The Electricity Act, 2003 as amended or modified from time to time including any re-enactment thereof. |
| ii) | Agreement to Hypothecate cum Deed of Hypothecation | Shall have the meaning as ascribed under Article 6.2.8 |
| iii) | Billing Centre | The office / RHQ as intimated by NTPC to the Procurer from where the bills will be raised on them. |
| iv) | Bulk Power Customer(s) | Bulk Power Customer(s) in relation to the Station shall mean the person(s) including Procurer to whom capacity is contracted from the station. |
| v) | Busbars/Ex Bus | Busbars of the Station to which outgoing feeders are connected. |
| vi) | CEA | Central Electricity Authority |
| vii) | CERC | Central Electricity Regulatory Commission or any other competent Authority (for determination of Tariff) |
| viii) | CTU | Central Transmission Utility. |
| ix) | Capacity Charges | Capacity Charges are Fixed Charges as determined by CERC or any other competent authority and shall be paid in proportion to the Contracted Capacity from time to time. |
| x) | Charges for supply of Electricity | Mean and include all charges including the Tariff to be paid by the Procurer(s)/Bulk Power Customer(s) in respect of supply of electricity to them from the Station in accordance with the provisions of this Agreement. |
| xi) | Commercial Operation Date | 'Date of Commercial Operation' or 'COD' in relation to a unit means the date declared by NTPC after demonstrating the Maximum Continuous Rating (MCR) or Installed Capacity (IC) through a successful trial run after notice to the Bulk Power Customer(s) and in relation to the generating station the date of commercial operation means the date of commercial operation of the last unit or block of the Station. |



xii)	Contracted Capacity	Capacity contracted by the Procurer/Bulk Power Customer(s) under this Agreement under Article 2.2
xiii)	Deviation Settlement charges	Deviation Settlement charges as defined by CERC (Deviation Settlement Mechanism and related matters) Regulations, 2014 as amended or replaced from time to time
xiv)	Effective Date	means the date of signing of this Agreement including payment security as envisaged under Article 6.2.
xv)	Energy Charges	As per provisions in the CERC (Terms and Conditions of Tariff) Regulation, 2014 as amended from time to time.
xvi)	Escrow Agreement	Shall have the meaning as ascribed under Article 6.2.8
xvii)	GOI	Government of India
xviii)	IEGC	Indian Electricity Grid Code, as notified by CERC or any other competent authority and as amended from time to time.
xix)	Infirm Electricity	means electricity generated prior to commercial operation of a Unit(s) /Block(s) of the Station
xx)	LC	Irrevocable Revolving Letter(s) of Credit.
xxi)	Main & Check Meter	Meter for measurement and checking of import/export of energy on the outgoing feeders of the Station Busbars for Energy Accounting.
xxii)	Standby Meter	As defined in CEA (Installation and Operation of Meters) Regulation 2006
xxiii)	Monthly Bill	Monthly Bill as raised by NTPC as per REA in line with the CERC Regulations as amended from time to time. Provided that periodicity of billing may change as per CERC regulations from time to time.
xxiv)	Party/Parties	Shall have the meaning ascribed thereto in the recital to this Agreement
xxv)	Permitted Assigns	Have the meaning as per Article 12 of this agreement
xxvi)	Powergrid	Power Grid Corporation of India Ltd.
xxvii)	Receivables	As defined in Article 6.2.8
xxviii)	Regional Energy Account (REA)	Periodic Energy Account issued by SRPC/ SRLDC/SLDC including amendments thereof.
xxix)	SRLDC	Southern Regional Load Despatch Centre.



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 General Manager (Commercial)
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 Corp. Centre, New Delhi

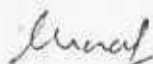


xxx) SRPC	Southern Regional Power Committee established under Section 2(55) of the Electricity Act, 2003.
xxxi) Scheduled Generation	Scheduled Generation as defined in the CERC (Terms and Conditions of Tariff) Regulations, 2014 as amended or replaced from time to time
xxxii) SLDC	State Load Dispatch Centre
xxxiii) STU	State Transmission Utility
xxxiv) Station	Have the meaning as given in the recital
xxxv) Supplementary Bill	Have the meaning under the Article 6.1.3
xxxvi) Target Availability	Availability of the Station for recovery of full Capacity (Fixed) Charges on annual basis
xxxvii) Tariff	Tariff shall constitute all charges including Capacity Charges, Energy Charges, Incentive, Deviation Settlement charges, Water Charges, duties, levies, royalty, taxes, cess etc for supply of electricity from the Station as determined by CERC.
xxxviii) Third Party(ies)	Any person other than the person to whom electricity is contracted under this Agreement
xxxix) Transmission Licensee	Have the meaning as per Electricity Act 2003
xl) Tripartite Agreement (TPA)	The Tripartite Agreement, dated 20 th March 2003 signed by Govt of Undivided Andhra Pradesh, GOI and Reserve Bank of India as per the provisions of the GOI Scheme for One time Settlement of SEBs dues
xli) Unit	Each Unit of the Station

2.0 GENERAL

2.1 INSTALLED CAPACITY:

2.1.1 The capacity of TnSTPS-I is proposed to be 1600 MW (2 X 800 MW). The capacity of the Station is subject to change after placement of orders for the main plant equipment



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 जनरल मैनेजर (कॉमर्शियल)
 एनटीपीसी लिमिटेड / NTPC Limited
 कॉर्पोरेट सेंटर, नई दिल्ली



2.2 ALLOCATION OF CAPACITY

- 2.2.1 Allocation of capacity from the Station to the State of Telangana shall be as decided by GOI. Allocation of Capacity to the Procurer(s) shall be made, subsequently, by the State Govt. /State Electricity Regulatory Commission or any other competent authority as the case may be.
- 2.2.2 The allocation made from the Station by GOI or any other competent authority in favour of the Procurer(s) shall be Contracted Capacity. The Procurer(s) shall draw electricity against the above Contracted Capacity limited to the amount of LC opened and maintained by it. NTPC shall intimate SRLDC/SLDC from time to time regarding the quantum of capacity Procurer(s) is eligible to draw.

3. TRANSMISSION / WHEELING OF ELECTRICITY

- 3.1 Sale of electricity shall be at the busbars of the Station and it shall be the obligation and responsibility of Procurer(s) to make the required arrangement for evacuation of electricity from such delivery points of NTPC.
- 3.2 For timely and expeditious development of the required transmission system for evacuation of power from the said project to its various beneficiaries, NTPC shall initially make an application for Connectivity and Long-Term Access to the CTU, POWERGRID on behalf of the beneficiaries. The Procurer(s) hereby consents for NTPC to make the said application on its behalf. The Procurer(s) also agrees to subsequently sign all necessary agreements, including LTAA/TSA/BPTA, with POWERGRID/ other transmission licensees developing the identified transmission system, corresponding to their share of allocated capacity from the project.
- 3.3 Charges for utilization of transmission system(s) owned by the Powergrid/other Transmission Licensee for wheeling of the electricity beyond busbar of the Station shall be paid directly by Procurer(s) to the Powergrid or the Transmission Licensee as the case may be. NTPC shall be


 स. वी. नरेश/ए. व. नरेश
 General Manager
 एनडीपीसी लिमिटेड/NTPC Limited
 Corp. Centre, New Delhi



neither liable, nor responsible for payment of such charges.

4. SCHEDULING, METERING AND ENERGY ACCOUNTING

4.1 SCHEDULING

It is understood and agreed by and between the parties that NTPC shall operate the Station as a base load station as per the manufacturers' guidelines, applicable grid operating standards, directions of the CERC and relevant statutory provisions, as applicable from time to time. Methodology of generation scheduling shall be as per IEGC and the decisions taken at SRPC/ any other competent authority.

All charges/fees related to scheduling and dispatch of electricity shall be borne by Procurer(s).

NTPC shall make declaration of the capacity at the busbars of the Station after taking into account the capability of the Station to deliver Ex-Bus which shall be considered while calculating Declared Capacity (DC).

4.2 DECLARED CAPACITY

Declared Capacity or 'DC' means the capability of the Station to deliver Ex-Bus electricity in MW declared by the Station in relation to any period of the day or whole of the day, as per the procedure laid down in IEGC.

Notwithstanding the following, Station shall be deemed as available to the extent of DC declared by the Station for any time period:

- a. Failure on account of Bulk Power Customer(s) to transmit and wheel electricity from the Ex-Bus of the Station.
- b. Any other reason not attributable to NTPC restricting scheduling and dispatch of capacity at the Ex-Bus of the Station

4.3 METERING

- 4.3.1 A set of Main, Check and Standby Meters of 0.2S accuracy class, as per CEA (Installation & operation of meters) Regulations 2006/IEGC as applicable.

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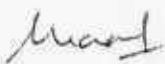
श्री. सी. आनंद/C. V. ANAND
 महा प्रबन्ध (व्यापार)
 General Manager (Commercial)
 एनटीपीसी लिमिटेड/NTPC Limited
 Corp. Centre, New Delhi



shall be installed by CTU/STU/Generator. Procurer(s) shall make all necessary arrangements for installation of meters of required accuracy and specifications, at all its drawl points.

- 4.3.2 The Main, Check and Standby Meters shall be checked jointly at the time of installation as per the CEA (Installation & Operation of Meters) Regulations 2006 as amended from time to time.
- 4.3.3 Data shall be downloaded from the meters at regular intervals as decided by SRPC/SRLDC/SLDC for preparation of the REA/Deviation Settlement Account.
- 4.3.4 Regular cross checking and analysis of meter readings and meter failure or discrepancies shall be reckoned as per CEA (Installation & Operation of Meters) Regulations 2006 as amended from time to time. If the Main Meter or Check Meter or Standby Meter is found to be not working at the time of meter readings or at any other time, NTPC shall inform the CTU/SRLDC/SLDC of the same.
- 4.3.5 In case of failure of meters, energy/Deviation Settlement accounting for the period shall be as per procedure laid down by CERC or as per the mutually agreed procedure. In case of absence of any such procedure, the following procedure shall be followed:

In case of failure of Main Meter, readings of Check Meter for the corresponding period shall be considered for energy/Deviation Settlement accounting. If both the Main and Check Meter(s) fail to record or if any of the PT fuses is blown out, energy shall be computed based on standby meters. In case of dispute, the decision of Member Secretary of the SRPC would be final and binding.
- 4.3.6 Periodic testing and calibration of Main, Check and Standby Meters shall be carried out in the presence of representatives of NTPC and Procurer(s) as per procedure laid out in CEA (Installation & Operation of Meters) Regulations, 2006. For any testing and/ or replacement, notice of seven


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 महा प्रबन्धक (आपूर्ति)
 General Manager (Supply)
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 Corp. Centre, New Delhi



days will be given.

4.4 ENERGY ACCOUNTING

- 4.4.1 Both the Parties agree to facilitate issue of Energy Accounts by 1st day of every month.
- 4.4.2 Energy Account issued by SRPC /SRLDC/SLDC or any other Competent Authority shall be binding on all the parties for billing and payment purposes.
- 4.4.3 Any change in the methodology of Energy Account shall be done only as per the decisions taken in the SRPC/any other competent authority and both the Parties agree to abide by the methodology so finalised.

5.0 TARIFF

5.1 Terms and conditions:

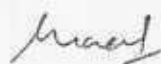
- 5.1.1 The Tariff for the electricity supplied from the Station would be as determined by CERC from time to time.

5.1.2 ADHOC TARIFF

NTPC shall approach CERC for determination of Tariff before Commercial Operation Date of any unit of the station. In case this Tariff is not determined for any reason by CERC prior to commencement of commercial operation of such unit of the Station, the Parties agree that billing and payment shall be done on adhoc basis as per the proposal of NTPC submitted to CERC. NTPC shall inform Procurer(s) of such adhoc tariff and pending determination of such Tariff by CERC, billing on provisional basis would be carried out, subject to adjustment as and when such Tariff is determined by CERC.

5.2 SALE OF INFIRM ELECTRICITY:

Infirrm electricity, i.e., sale of electricity prior to commercial operation of the unit, will be billed by NTPC based on methodology as notified by CERC from time to time.



श्री. वी. आनन्द / C. V. ANAND
सहायक प्रबंधक (व्यापारिक)
General Manager (Commercial)
एनटीपीसी लिमिटेड (NTPC Limited)
Corp. Centre, New Delhi



5.3 TAXES, LEVIES, DUTIES, ROYALTY, CESS ETC:

5.3.1 TAX ON INCOME

Income Tax applicable for the sale of power under this Agreement shall be governed by the applicable CERC Regulations and the parties agree to abide by and comply with such Regulations.

5.3.2 Other TAXES, LEVIES, DUTIES, ROYALTY, CESS ETC

Statutory taxes, levies, duties, royalty, cess or any other kind of levies imposed/charged by any Government (Central/State) and/or any other local bodies/authorities on generation of electricity including auxiliary consumption or any other type of consumption including water, environment protection, sale of electricity and/or in respect of any of its installations associated with the Station payable by NTPC to the authorities concerned shall be borne and additionally paid by the Procurer(s) to NTPC.

6.0 BILLING AND PAYMENT

6.1 BILLING:

All Charges for Supply of Electricity under this Agreement shall be billed by NTPC as determined from time to time by the Central Electricity Regulatory Commission and/or any other Competent Authority and the same shall be paid by the Procurer(s) in accordance with the following provisions:

6.1.1 NTPC shall present the bills for electricity supplied to Procurer(s) from the Station for the previous month based on Energy Account issued by SRPC/ SRLDC/SLDC or any other Competent Authority.

6.1.2 Billing Centre of NTPC shall carry out billing and associated functions. NTPC would submit the bills to the Officer to be nominated by Procurer(s).

6.1.3 The Monthly Bill for the Station shall include the Charges for Supply of Electricity under this Agreement, taxes, duties, cess, royalty etc including additional bill (s) for the past period(s) on account of orders of CERC/Appellate Tribunal for Electricity/Other Courts/other Competent

Handwritten signature

श्री. श्री. आनन्द/C V ANAND
महानिदेशक (वित्त) /
General Manager (Finance)
एनटीपीसी लिमिटेड / NTPC Limited
Corp. Centre, New Delhi



Authority (ies). If for certain reasons some of the charges which otherwise are in accordance with this Agreement, cannot be included in the main Monthly Bills, such charges shall be billed as soon as possible through Supplementary Bill(s).

6.1.4 Procurer(s) shall arrange payment of such Monthly Bill(s)/Supplementary Bill(s) promptly through irrevocable Letter of Credit at the designated account of NTPC. The date of transfer of payment to NTPC account shall be considered as the date of payment for computation of rebate or late payment surcharge in respect of such payment. The bill(s) of NTPC shall be paid in full subject to the condition that:

- i) there is no apparent arithmetical error in the bill(s);
- ii) the bill(s) is/are claimed as per the notified/agreed tariff; and
- iii) they are in accordance with the Energy Accounts issued by SRPC/SRLDC/SLDC or any other Competent Authority

6.1.5 All payments made by the Procurer(s) shall be appropriated by NTPC for amounts due from the Procurer(s) in the following order of priority:

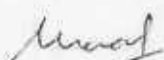
- i) towards Late Payment Surcharge, payable if any;
- ii) towards earlier unpaid bill (s), if any;
- iii) towards the statutory dues like, other tax, royalty etc in the current bill (s); and
- iv) towards the other charges in current Monthly Bill

6.1.6 In case Procurer(s) disputes any amount even then, it shall pay 95% of the disputed amount forthwith and file a written objection with NTPC within 30 days of presentation of the bill, giving following particulars:

- i) Item disputed, with full details/data and reasons of dispute
- ii) Amount disputed against each item.

Provided that non-acceptance of tariffs determined/approved by CERC shall not be a valid ground for dispute.

6.1.7 The amount of excess/shortfall with respect to the said 95% payment based


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on finally determined amount in line with Article 7 shall be paid /adjusted with the applicable interest @ 15% per annum from the date on which the amount in dispute was payable /refundable.

6.1.8 REBATE AND LATE PAYMENT SURCHARGE

Rebate and Late Payment Surcharge shall be as per Terms and Conditions of Tariff issued by CERC as applicable from time to time. No rebate shall be payable on the bills raised on account of taxes, levies, duties, royalty / cess etc.


6.2 ESTABLISHMENT OF LETTER OF CREDIT(LC) AND PAYMENT SECURITY MECHANISM:

6.2.1 Procurer(s) shall establish an irrevocable, unconditional revolving Letters of Credit (LC) in favour of NTPC with any public sector / scheduled commercial bank [as per list supplied by NTPC] at least one month prior to the commencement of electricity supply from the first unit of the Station.

6.2.2 The LC shall cover 105% of the one month's estimated billing in respect of electricity supplied from the Station to Procurer(s). This shall be in addition to the obligation of the Procurer(s) to establish similar letters of credit for supply of electricity to the Procurer(s) from all other generating Stations of NTPC.

6.2.3 The amount of LC shall be reviewed on half yearly basis on 1st April and 1st October in each financial year on the basis of the average of billing of previous 12 months.

6.2.4 The LCs shall be established for a minimum period of one year. Procurer(s) shall ensure that a valid LC is made available at all times during the entire/extended validity of this Agreement. New LCs shall be furnished/existing LCs reinstated not later than 30 days prior to the expiry of existing LCs.


 श्री. वी. अनांद/श्री. वी. अनांद
 महा प्रबन्धी (जनरल)
 General Manager (General)
 एनटीपीसी लिमिटेड/NTPC Limited
 Corp. Centre, New Delhi



- 6.2.5 LC shall specify the manner and dates when bill(s) can be presented to Bank by NTPC. The bills so presented by NTPC to the Bank shall be promptly paid on their presentation. The LC charges shall be borne by the Procurer(s).
- 6.2.6 All costs relating to opening and maintenance and negotiation of LC shall be borne by the Procurer(s).
- 6.2.7 In case of drawal of the LC amount by NTPC in accordance with the terms of this Article, the amount of the LC shall be reinstated automatically not later than 7 days from such drawal. Procurer(s) shall arrange to furnish to NTPC a certificate to this effect from Bank(s) providing LC. In the event LC is not reinstated within 7 days, regulation of power supply shall be as per provision 6.3.

Provided that Procurer(s) shall continue to be liable to pay the Capacity Charges in proportion to its Contracted Capacity during the period of regulation / diversion of capacity or till the capacity is re-allocated to other Bulk Power Customer(s) / Third Party (ies).

- 6.2.8 Provisions of Tripartite Agreement signed on 20th March 2003 between Govt. of Undivided Andhra Pradesh, Govt. of India and Reserve Bank of India under the Scheme for One Time Settlement of SEB dues shall be applicable for supply of electricity from this station and for safeguarding payments for the same. Procurer(s) hereby agrees to provide an alternative payment security arrangement before expiry of the TPA either by efflux of time or otherwise on assignment of bulk purchase function to a company not owned or controlled by Govt of Telangana in the form of Escrow Arrangement as a back up to the Letter of Credit. Under this arrangement an Escrow Account in favour of NTPC shall be established through which the Receivables of Procurer(s) shall be routed as per the terms of Escrow Agreement. Procurer(s) hereby agrees that NTPC will have first charge on Receivables of Procurer(s). However, such first ranking charge shall be on the amounts, in excess of amounts, which have already been charged or agreed to be charged prior to the date of the execution of this Agreement and as listed in the schedule enclosed with this Agreement. Procurer(s) agrees to enter into

[Signature]


श्री. श्री. श्री. V. ANAND
 80, 10/11, 10/12
 General Manager (Commercial)
 राष्ट्रीय निर्यात NTPC Limited
 Corp. Centre, New Delhi



a separate 'Agreement to Hypothecate Cum Deed of Hypothecation' whereby, Procurer(s) shall hypothecate Receivables to the extent required for Payment of dues of NTPC by Procurer(s) including under this Agreement by creation of first charge in favour of NTPC. These Receivables shall be routed through Escrow Account for payment to NTPC in case of default in payments by Procurer(s). "Receivables" for this purpose shall mean all of the present and future payments, receipts, obligations, monies, claims, bills and any other property whatsoever which may from time to time be derived from or accrue or be offered or due to the Procurer(s) in respect of the sale by the Procurer(s) to the Consumers of electric capacity, energy and / or services or for any other reason whatsoever and all proceeds thereof.

6.2.9 The Escrow Agreement and Agreement to Hypothecate Cum Deed of Hypothecation shall be established by Procurer(s) to the satisfaction of NTPC at least 6 months before the expiry of the TPA either by efflux of time or otherwise on assignment of bulk purchase function to a company not owned by Govt of Telangana. In the event before expiry of TPA, Procurer(s) does not sign the 'Escrow Agreement' and 'Agreement to Hypothecate Cum Deed of Hypothecation' at least 3 months before the expiry of TPA or Procurer(s) creating any superior charge in favour of any other party on its Receivables, NTPC shall have the right to reallocate contracted capacity of Procurer(s) to Third Party (ies). In case of termination of this Agreement or reallocation of capacity due to reasons stated above, Procurer(s) shall be liable to pay capacity charges for such capacity till the capacity is reallocated.

Since the payments from Procurer(s) are currently secured as per the provisions of the TPA, establishing of Escrow Arrangement is not being insisted upon by NTPC presently. Procurer(s) and NTPC agree that this Agreement shall deemed to have created a legally binding first charge on Procurer(s) Receivables in favour of NTPC. Accordingly, Procurer(s) shall not create any encumbrance, charge, and lien or otherwise execute any instrument which in any way affects the first charge over the Receivables. While creating any subsequent charge on its Receivables or agreeing to provide Escrow cover or any other form of payment security to any other


 श्री. वी. आनन्द / C. V. ANAND
 महा प्रबन्धक (व्यापारिक)
 General Manager (Commercial)
 एनटीपीसी लिमिटेड / NTPC Limited
 Corp. Centre, New Delhi



entities like electricity supplier(s), banks, financial institutions etc. during the interim period till signing of Escrow Agreement with NTPC, Procurer(s) shall duly inform such electricity supplier(s), banks, financial institutions etc. of the legally binding first charge on Procurer's Receivables in favour of NTPC and the first charge of NTPC shall be in preference to any other charge that Procurer(s) may create in favour of any other party.

Except for the provisions of this Agreement other terms and conditions for operation of "Escrow Agreement" and "Agreement to Hypothecate Cum Deed of Hypothecation" shall be as per the provisions of corresponding documents used for the latest Ultra Mega Power Projects competitively bid under Case-II format of the Standard Bidding Documents of GOI.

Procurer(s) agrees to ensure that the successor entities of Procurer(s) are duly notified of the above arrangement with NTPC and shall be bound by the terms of this Agreement as if they are parties to this Agreement.

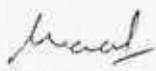
6.3 REGULATION OF POWER SUPPLY AND THIRD PARTY SALES:

Notwithstanding the obligations of Procurer(s) to pay all the dues as per this Agreement, in the event of non - payment of bills within a period of 60 days from date of billing or default in opening of LC of requisite amount in favour of NTPC, NTPC shall be entitled to regulate/ divert the contracted capacity of the Procurer to any other Bulk Power Customer(s)/ Third Part(ies) as per the provisions of generic procedure for regulation of power supply issued by CERC from time to time till the time default is set right.

In case of default in payment of bills beyond a period of 90 days of billing, NTPC shall have the right to re-allocate power to other Bulk Power Customer(s).

It is clarified that the above arrangement shall not be construed as relieving Procurer of any of its obligations to NTPC including obligation of payment of Capacity Charges and Energy Charges, other Charges and arrears, if any under this agreement.

For the removal of any doubt it is clarified that in case of default, Procurer


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 महा प्रबन्धक (व्यापार)
 General Manager (Commercial)
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 Corp. Centre, New Delhi



shall continue to be liable to pay the Capacity Charges in proportion to its Contracted Capacity during the period of regulation / diversion of capacity or till the capacity is re-allocated to other Bulk Power Customer(s)/ Third Party (ies).

7.0 SETTLEMENT OF DISPUTES

7.1 All differences or disputes between the parties arising out of or in connection with this Agreement shall be mutually discussed and amicably resolved within 90 days.

7.2 Arbitration

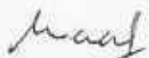
7.2.1 In the event that the parties are unable to resolve any dispute, controversy or claim relating to or arising under this Agreement, as stated above, the same shall be dealt with, as per the provisions of the Electricity Act, 2003. The place of Arbitration shall be at New Delhi.

8.0 FORCE MAJEURE

Neither party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the Agreement to the extent that such a failure is due to force majeure events such as war, rebellion, mutiny, civil commotion, riot, strike, lock-out, forces of nature, accident, act of God or any other such reason beyond the control of concerned party. Any party claiming the benefit of this clause shall reasonably satisfy the other party of the existence of such an event and give written notice within a reasonable time to the other party to this effect. Generation/drawal of power shall be started as soon as practicable by the parties concerned after such eventuality has come to an end or ceased to exist.

9.0 IMPLEMENTATION OF THE AGREEMENT

All discretions to be exercised and directions, approvals, consents and notices to be given and actions to be taken under these presents unless otherwise expressly provided herein, shall be exercised and given by the


 सा. वे. आनन्द / C. V. ANAND
 महा प्रबन्धक (आवक)
 General Manager (G/M) (आवक)
 एनटीपीसी लिमिटेड / NTPC Limited
 Corp. Centre, New Delhi



signatories to this Agreement or by the authorised representative(s) that each party may nominate in this behalf and notify in writing to the other party by Registered Post. Any other nomination of authorised representative(s) shall be informed likewise in writing to/by Procurer(s) within one month of signing of the Agreement. Notwithstanding any nomination, the Regional Executive Director (South), NTPC Ltd., SRHQ, NTPC Bhawan, Kavadiguda Main Road, Secunderabad, Telangana -500080 as well as Executive Director (Commercial), NTPC Ltd., NTPC Bhawan, Core 7, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi-110 003 or their authorised representative(s) at its Registered Office first above mentioned shall be authorised to act severally for and on behalf of NTPC.

10.0 NOTICE

All notices required or referred to under this Agreement shall be in writing and signed by the respective authorised signatories of the parties mentioned herein above, unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered or served by registered mail/speed post of Department of Posts with an acknowledgement due to the other parties in terms of IMPLEMENTATION OF THE AGREEMENT at Article 9 above.

11.0 EFFECTIVE DATE AND DURATION OF AGREEMENT

The agreement shall come into effect for all purposes and intent from the date of signing of the Agreement.

Agreement shall remain operative up to completion of twenty five (25) years from the date of commercial operation of last unit of the Station, unless it is specifically extended on mutually agreed terms.

12.0 SUCCESSORS AND PERMITTED ASSIGNS

12.1 In case the functions of Procurer(s) are reorganised and/or this Agreement is assigned to other organisation(s)/agency(ies), partly or wholly, the Agreement shall be binding mutatis mutandis upon the successor Distribution/Trading organisation(s)/agency(ies)/entities and shall continue



श्री. वि. अनन्द / C. V. ANAND
जनरल मैनेजर (कॉमर्शियल)
General Manager (Commercial)
एनटीपीसी लिमिटेड (NTPC Limited)
Corp. Centre, New Delhi




to remain valid with respect to the obligations of the successor organisation(s)/agency(ies)/entities provided that the successor organisation(s)/agency(ies) is/are owned or controlled by the Government of Telangana State.

- 12.2 In the event the functions of Procurer(s) are reorganised and/or privatised or this Agreement is assigned to Private organisation(s)/agency (ies), partly or wholly, Procurer(s) shall ensure that the agreements namely 'Escrow Agreement' and 'Agreement to Hypothecate Cum Deed of Hypothecation' as mentioned at Article 6.2 under ESTABLISHMENT OF LETTER OF CREDIT(LC) AND PAYMENT SECURITY MECHANISM are signed by the assignee before assignment of this Agreement.
- 12.3 Only such of the successor entities who fulfill the above requirements and execute the requisite documents as above shall be termed as the permitted assigns.
- 12.4 In other cases NTPC shall have the right to terminate this Agreement. In the event of termination of this Agreement, Procurer(s) shall be liable and continue to pay the Capacity Charges each month till firm arrangement for sale of Procurer(s) share with alternate customers substituting the Procurer(s) is tied up.

IN WITNESS WHEREOF the parties have executed these presents through their Authorised Representatives on the date mentioned above.

Witnesses

1.


 S.K. KAH
 महाप्रबन्धक (वाणिज्य)
 General Manager (Commercial)
 एन टी पी सी लिमिटेड, ए ४ ३, कवाडगुडा, हैदराबाद-५०० ०८२
 NTPC Limited, Unit-3, Kavadiguda, Hyderabad-500 082


For and on behalf of NTPC Ltd

सा. वा. आनन्द / C. V. ANAND
 महा प्रबन्धक (वाणिज्य)
 General Manager (Commercial)
 एन टी पी सी लिमिटेड / NTPC Limited
 Corp. Centre, New Delhi

2.


 CHIEF ENGINEER
 Plg., Comm. & Co-ord.
 TSPCC, Vidyuth Soudha,
 HYDERABAD-500 082.

For and on behalf of TSSPDCL


 Chief General Manager (Commercial)
 TSSPDCL, C-1, 50, Mint Campound, Hyderabad-500 033.



తెలంగాణ తేలంగానా TELANGANA

Sl.No. 834 Date: 07.04.2021

Sold to : R VENKATESH

S/o : KOMARAIHAH

For Whom : -NTPC LTD.

R/o : HYDERABAD

AF 389204
ADLAKATLA VIJAYKUMAR

Licensed Stamp Vendor

SLV.No.16-05-016/2018

RL.No. 16-05-11/2021

12-13-21, Street No.5,
Tarnaka, Hyderabad -17.

Ph. 7097142559

Supplementary Power Purchase Agreement (PPA) entered between

NTPC Limited

and

Southern Power Distribution Company of Telangana Limited (TSSPDCL) & Northern
Power Distribution Company of Telangana Limited (TSNPDCL)

in respect of

Telangana Super Thermal Power Project Phase-I (2 x 800 MW),

This Supplementary Power Purchase Agreement is entered into at Hyderabad on the 9th day of April, Two Thousand Twenty One (09/04/2021)

Between

NTPC Limited, a Generating Company, Govt. of India Enterprise, having Registered Office at NTPC Bhavan, Core 7, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi -

ఆర్. వెంకటేశ
R. VENKATESH
అధికారి (వాణిజ్య)
Add. General Manager (Commercial)
NTPC Limited, SPMO, Kaveriguda, Secunderabad-50.
NTPC Limited, SPMO, Kaveriguda, Secunderabad-50.

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



110003 (hereinafter called 'NTPC' or 'Seller') including its successors and assigns as party of the first part;

and

Southern Power Distribution Company of Telangana Limited (TSSPDCL) having registered/Head Office at 6-1-50, Corporate Office, Mint Compound, Hyderabad – 500063, (hereinafter called 'TSSPDCL' or 'Procurer'), including its successors and assigns as party of the Second Part;

and

Northern Power Distribution Company of Telangana Limited (TSNPDCL) having registered/Head Office at H.No. 2-5-31/2, Corporate Office, Vidyut Bhavan, Nakkalagutta, Hanumakonda, Warangal-506001 (hereinafter called 'TSNPDCL' or 'Procurer') including its successors and assigns as party of the Second Part;

Whereas, the original Power Purchase Agreement (PPA) dated 18th January 2016 was entered between the aforesaid parties for purchase of power by TSSPDCL & TSNPDCL/Procurers on long term basis from the upcoming NTPC owned Coal based Super Thermal Power Station named as Telangana Super Thermal Power Station, Phase- I (herein after referred as TnSTPS – I), having Installed Capacity of 2 x 800 MW, and being set up at Jyothi Nagar in Peddapalli District (formerly in Karimnagar District) of Telangana State.

Whereas, the Hon'ble TSERC in the matter of according In-Principle Approval/Consent to the PPA dated 18th January 2016, under proceedings in O.P.No.10 of 2016 vide its interim order dated 30th July 2016 directed the Procurers/TSSPDCL & TSNPDCL to amend the Articles/clauses in the PPA dated 18th January 2016, inter alia, relating to the evacuation of Power from the TnSTPS – I Plant's Ex-bus through STU (TSTRANSCO) Network instead of CTU Network, which will avoid the additional burden of PoC charges (Inter-state Transmission losses & charges payable to PGCIL) on TSDISCOMS, since this TnSTPS- I Plant is being set up by NTPC as a State dedicated Project in terms of A.P. Reorganization Act, 2014.

Whereas, upon execution of this Supplementary Power Purchase Agreement, the Articles/Clauses relating to the evacuation of power from TnSTPS-I Plant, as provided in the original Power Purchase Agreement (PPA) dated 18th January 2016 entered between the aforesaid parties, are amended and restated to the extent of consensus reached between the parties.

आर. वेंकटेश
R. VENKATESH
अपर महाप्रबंधक (वाणिज्यिक)
Addl. General Manager (Commercial)
एन टी पी सी लिमिटेड, द व्हे मू, कवाडीगुडा, सिकंदराबाद-५०६००१
NTPC Limited, SRHQ, Kavadiaguda, Secunderabad-506001.

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



Whereas, consensus has been reached between the parties to amend the Clauses 3.1, 3.2 & 3.3 relating to power evacuation in the original PPA and accordingly the relevant clauses in the original Power Purchase Agreement have been modified and restated in this Supplementary Power Purchase Agreement as detailed below:

Original Clauses in the PPA dated 18.01.2016

3. TRANSMISSION/WHEELING OF ELECTRICITY

3.1 Sale of electricity shall be at the busbars of the Station and it shall be the obligation and responsibility of Procurer(s) to make the required arrangement for evacuation of electricity from such delivery points of NTPC.

3.2 For timely and expeditious development of the required transmission system for evacuation of power from the said project to its various beneficiaries, NTPC shall initially make an application for Connectivity and Long-Term Access to the CTU, POWERGRID on behalf of the beneficiaries. The Procurer(s) hereby consents for NTPC to make the said application on its behalf. The Procurer(s) also agrees to subsequently sign all necessary agreements, including LTAA/TSA/BPTA, with POWERGRID/ other transmission licensees developing the identified transmission system, corresponding to their share of allocated capacity from the project.

3.3 Charges for utilization of transmission system(s) owned by the Powergrid/other Transmission Licensee for wheeling of the electricity beyond busbar of the Station shall be paid directly by Procurer(s) to the Powergrid or the Transmission Licensee as the case may be. NTPC shall be neither liable, nor responsible for payment of such charges.

Stand amended and restated as follows:

"3. TRANSMISSION OF ELECTRICITY

3.1 Sale of electricity shall be at the busbars of the Station and it shall be the obligation and responsibility of Procurer(s) to make the required arrangement for evacuation of electricity from delivery point (Busbar) of TnSTPS-I.

3.2 deleted

3.3 Charges for utilization of transmission system(s) for wheeling of the electricity beyond busbar of the Station shall be paid directly by procurer(s) to the Transmission Licensee."

आर. वेंकटेश
R. VENKATESH
अपर महाप्रबंधक (वाणिज्यिक)
Addl. General Manager (Commercial)
एन टी पी सी लिमिटेड, ६६ मु. कवाडीगुडा, सिकंदराबाद-५०००६३
NTPC Limited, SRHO, Kavadiguda, Secunderabad-500063.

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



TELANGANA STATE ELECTRICITY REGULATORY COMMISSION
5th Floor, Singareni Bhavan, Red Hills, Lakdi-ka-pul, Hyderabad 500 004

O.P.No.10 of 2016

Dated 25.08.2021

Present

Sri T.Sriranga Rao, Chairman
 Sri M.D.Manohar Raju, Member (Technical)
 Sri Bandaru Krishnaiah, Member (Finance)

In the matter of according approval to the Power Purchase Agreements (PPAs) entered into between NTPC Limited and TSDiscoms for purchasing electricity from Telangana Super Thermal Power Station (TnSTPS) (Phase I) (2x800 MW) located at Jyothi Nagar (formerly Ramagundam) in Peddapalli (formerly Karimnagar) District, Telangana State

The petition came up for hearing on 21.12.2019, 04.01.2020, 09.11.2020. Sri Y.Rama Rao, Standing Counsel for the petitioners has appeared on 21.12.2019 and on 04.01.2019. Sri D.N.Sarma, OSD for the petitioners has appeared through video conference on 09.11.2020. Subsequently, having been heard in Public Hearings on 14.07.2021 & 20.07.2021 and having stood over for consideration to this day, the Commission passed the following:

ORDER

Background

1. The Government of India (GoI) had enacted the Andhra Pradesh Reorganisation Act, 2014 (Act 6 of 2014). In terms of provisions made in clause 7 of Schedule XIII of the Act 6 of 2014, National Thermal Power Corporation Limited (NTPC) is required to establish a 4000 MW power facility in the successor State of Telangana after establishing necessary coal linkages. Accordingly, NTPC is establishing a 4000 MW Telangana Super Thermal Power Station (TnSTPS or TSTPP) in two phases, i.e., first phase of 1600 MW (2x800 MW) and the second phase of 2400 MW (3x800 MW) at Jyothinagar in Peddapalli District of Telangana State.

Admission of Petition and Regulatory Process

2. TSSPDCL as a lead procurer for TSDiscoms had addressed a letter bearing No.CGM/(Comml)/SE(IPC)/F.TSTPP Ph-I/D.No.1781/16, dated 04.02.2016 seeking in- principle approval under Section 86 (1) (b) of the Electricity Act, 2003 for the two (2) Power Purchase Agreements (PPAs) entered with NTPC [a separate PPA with each TSDiscom] on 18.01.2016 for purchasing electricity from TnSTPS-I for 25 years from the date of commissioning of Unit-I of TnSTPS-I on mutually agreed terms and conditions mentioned in said PPAs. TSSPDCL also stated that PPAs have been vetted by the legal advisor at Central Government and also by Law Attache of TSTransco and all the clauses mentioned in the PPAs are standard clauses. The Commission has treated the letter of the TSSPDCL dated 04.02.2016 as a petition and took it on its file as O.P.No.10 of 2016. Initiating the proceedings, the Commission has conducted a Public Hearing on 20.06.2016.

Interim Orders dated 30.07.2016

3. Consequently, to facilitate TSDiscoms to negotiate with the NTPC authorities on the clauses of PPAs to be amended the Commission passed Interim Order on 30.07.2016 in O.P.No.10 of 2016 (Suo-Moto) wherein the Commission expressed its views on each issue identified by considering the comments/objections/suggestions received. The Commission directed TSDiscoms to negotiate with NTPC authorities to amend the clauses wherever necessary to meet the views expressed by the Commission and to file the draft agreement duly incorporating the amendments as directed for according consent/approval by the Commission. The Commission also said that the draft agreement will have to be placed before the stakeholders and after hearing all the persons a final order can only be passed.

Subsequent correspondence

4. Pursuant to the directions given by the Commission in the Interim Order, TSDiscoms wrote a letter to NTPC on 26.09.2016 for incorporating the modifications in the Clauses of PPA of TSTPP. In reply, NTPC vide letter dated 14.10.2016 have furnished their views against the issues identified by the Commission in its Interim Order. TSDiscoms vide letter dated 18.11.2016 have communicated NTPC comments to the Commission for orders. TSDiscoms held discussions with NTPC several times to persuade NTPC to incorporate the issues identified by the Commission in the PPA

by way of amendment. NTPC vide letter dated 18.01.2019 reiterated their earlier views/comments.

5. The Commission vide letters dated 28.11.2016, 25.03.2017, 18.12.2017 and 07.07.2018 (duly enclosing the necessary documents) has been addressed to the Government of Telangana State (GoTS) for eliciting the views on the letter of TSDiscoms. Likewise, the Commission also addressed TSDiscoms vide letter dated 18.12.2017 requiring them to take such legal action.

6. TSDiscoms vide letter dated 17.05.2018 communicated the opinion obtained by their counsel on the matter, wherein the counsel in his considered opinion expressed that the appropriate Commission to determine the tariff of NTPC's TnSTPS in question is the Central Commission under Section 79 of the Electricity Act, 2003. TSDiscoms vide letter dated 19.10.2018 has requested to accord approval of PPAs at the earliest. The Commission vide letters dated 06.12.2018 directed TSDiscoms to submit the revised PPA for further necessary action.

Commission Hearings and consequences

7. The Commission held hearings in the matter on 21.12.2019, 04.01.2020 and 09.11.2020. The record of proceedings on all the days of hearing are reproduced below:

Record of Proceedings dated 21.12.2019

Sri Y.Rama Rao, Standing Counsel for the petitioners is present. He stated that the Commission required the petitioners to undertake amendment of the agreement by way of interim order and also conveyed the same in its letter addressed in December, 2018. The Commission directed that further steps will be taken only after receipt of amended agreement in the matter. He would ascertain the latest status in the matter and place it before the Commission. They have to submit the latest position by way of a memo.

The Commission pointed out that the matter was considered and examined by undertaking public hearing and pursuance thereto, interim order had been passed. Even now also upon submission of the status, the Commission will be required to undertake the same route of public hearing for deciding the matter.

Filing of Memo

8. In pursuance of hearing dated 21.12.2019, the counsel for the petitioner filed a memo on 04.01.2020 stating that NTPC vide letters dated 14.10.2016 and 18.01.2019 had agreed for amending certain clauses of PPAs viz., clauses 3.1, 3.2 and 3.3 with

regard to issue of connecting to the CTU network for evacuation of power and Delivery Point of NTPC.

Record of Proceedings dated 04.01.2020

... .. The counsel for the petitioners stated that as per the directions of the Commission on the earlier date of hearing, the petitioners are filing memo brining out the status of implementation of directions given by the Commission earlier in the interim order. He also stated about the provisions of the Electricity Act, 2003 and the opinion tendered by him earlier to his client on the quantum of power that can be availed by them.

However, the Commission emphatically made it clear that the petitioners are required to comply with the directions of filing the draft amended PPA for consideration of the Commission and final disposal of the matter through public hearing mode. The counsel for the petitioners sought time of two weeks to place before the Commission the final draft amended PPA in terms of the directions of the Commission.

The Commission observed that upon filing of the amended PPA, further steps will be initiated.

Record of Proceedings dated 09.11.2020 (held through video conference)

... .. The representative of the petitioners made elaborate submissions relating .to the PPAs and also the directions issued by the Commission in its order dated 30.07.2016. The submissions touched upon each and every direction given by the Commission relating to the capacity availability to coal linkage and exclusive availability of 100% capacity to Telangana State. The representative relied on certain documents, which were the off shoot of the orders of the Commission as also the inter-se correspondence between the TSDiscoms and NTPC on the capacity allocation, coal linkage, etc.

As these documents relied upon by the petitioners are not forming part of the record, the Commission directed the placing of all those documents before it. Considering the issue is to be decided expeditiously,

Additional Submissions of TSDiscoms

9. As per directions during virtual hearing dated 09.11.2020, TSDiscoms have filed additional submission on 19.11.2020 along with the supporting documents and sought permission to sign a Supplementary Agreement with NTPC to the extent of terms mutually agreed upon. The Commission vide letter dated 02.02.2021 directed TSDiscoms to file the draft amended PPA insofar as the aspects which are agreed to by the parties and an affidavit in accordance with business regulation of the Commission insofar as other aspects are concerned so as to enable the Commission to proceed further in the matter as has been observed by it in the Interim Order.

Supplementary PPAs

11. TSDiscoms signed the Supplementary PPAs with NTPC on 09.04.2021 and submitted the same vide letter dated 19.04.2021 along with an Affidavit in support to the submissions made to the Commission and prayed to grant consent to the PPAs dated 18.01.2016 read with supplementary PPAs dated 09.04.2021.

Notification calling for objections/suggestions

12. As directed by the Commission the TSDiscoms published a Public Notice on 15.06.2021 in two (2) English, two (2) Telugu and one (1) Urdu daily newspapers inviting the objections/suggestions on PPAs entered between TSDiscoms and NTPC for TSTPP Phase-I from all the stakeholders and public at large on or before 06.07.2021 by 5.00 pm and also informing that in this regard the Commission shall conduct a Public Hearing through virtual video conference on 14.07.2021. The copies of the daily newspaper clippings of Public Notice are placed in Annexure-1. TSDiscoms have uploaded the Public Notice, copies of PPAs and all relevant documents in their official websites and the same are also placed in Commission's website.

Response to Public Notice

13. In response to the above Public Notice, objections/suggestions have been received from three (3) stakeholders. The details of stakeholders who submitted written objections/suggestions are listed in Annexure-2.

14. The TSDiscoms were directed to arrange their written replies to all the stakeholders and the copies of these replies were to be made available to the Commission also. The objections/suggestions received and the replies of TSDiscoms were posted on the Commission's website.

15. The Commission sent the virtual link to all the stakeholders who have sent their objections/suggestions, TSDiscoms and NTPC officials for participation in Public Hearing through virtual video conference.

Public Hearings

16. The Commission conducted Public Hearing on 14.07.2021 at 11:30 am through virtual video conference. During the Public Hearing, based on the request from

stakeholders the Commission posted for further hearing on 20.07.2021 at 11:30 hrs. The stakeholders who attended the Public Hearings are listed in Annexure-3.

17. During Public Hearing, the TSSPDCL on behalf of TSDiscoms made a brief presentation on the subject matter. Subsequently, TSDiscoms elucidated their replies on the objections/suggestions received from the stakeholders and then the Commission heard the stakeholders. At the end, as per the directions of the Commission, TSDiscoms responded to the issues raised by the objectors during the public hearing. Further, NTPC also responded to the issues raised by the objectors during the public hearing. On the request of the stakeholders the Commission has permitted the stakeholders to submit their additional objections/suggestions/comments if any, as well as, TSDiscoms to submit their written submissions to the Commission.

18. By considering the written objections/suggestions received and oral submissions made during the Public Hearings by the stakeholders, submissions and response of NTPC and TSDiscoms on stakeholders objections/suggestions and on compliance to directions of the Commission in Interim Order, the issues have been identified and are discussed in the subsequent paragraphs.

TSDiscoms' submission on compliance to all directions of the Commission in Interim Order and objections/suggestions received in present proceeding

Issue 1: Jurisdiction on determination of Tariff

<i>Commission's View in its Interim Order</i>	<i>Submissions of NTPC</i>	<i>Submissions of TSDiscoms</i>
It may be appropriate to state that the tariff has to be determined by the CERC under section 79 (1) (a) of Act, 2003, but this Commission is vested with the powers under section 86 (1) (b) of the said Act to regulate the PPA which covers price and terms of the PPA entered by TSDiscoms for supplying the power procured from the project within Telangana State.	As per Section 79 (1) (a) of the Electricity Act, 2003 CERC shall regulate the tariff of generating companies owned by the Central Government. Accordingly, tariff of TSTPP-I, which is owned and controlled by NTPC, a Central Generating Company, comes under the purview of CERC. NTPC further stated that Rule 8 of the Electricity Rules, 2005, mandated that the tariff determined by CERC shall not be re-determined by the State Commission. Hence, TnSTPS-I comes under the jurisdiction of CERC only. Therefore, no amendment is proposed	As directed by the Commission, TSDiscoms obtained a legal opinion from Sri. Y. Rama Rao, Advocate, High Court of Telangana and filed before the Commission, who has also endorsed the tariff determination for TSTPP by CERC only. The Commission is prayed to accept the jurisdiction of CERC on tariff determination of TSTPP Phase-I (2x800 MW) in view of the mandatory provisions of the Electricity Rules, 2005 read with the Electricity Act, 2003 provisions.

Stakeholder Comments

19. TSDiscoms in line with the argument of NTPC prayed the Commission to accept the jurisdiction of CERC for tariff determination of TSTPP. The Commission should re-examine the issue on the following grounds, among others:

- (i) Jurisdiction of CERC to determine tariff for the subject plant is not a reasoned opinion.
- (ii) Judgement by Hon'ble APTEL or Hon'ble Supreme Court, if any, upholding the view regarding determination of tariff of Central Generating Station (CGS) by CERC and PPA approved by the Commission in case generating capacity is fully allocated to one State.

- (iii) The Hon'ble Supreme Court, in its Judgment dated 11.04.2017 in Civil Appeal Nos.5399-5400 of 2016 and other Petitions, held that:

"This being the case, it is clear that the PPA, which deals with generation and supply of electricity, will either have to be governed by the State Commission or the Central Commission. The State Commission's jurisdiction is only where generation and supply takes place within the State. On the other hand, the moment generation and sale takes place in more than one State, the Central Commission becomes the appropriate Commission under the Act. What is important to remember is that if we were to accept the argument on behalf of the appellant, and we were to hold in the Adani case that there is no composite scheme for generation and sale, as argued by the appellant, it would be clear that neither Commission would have jurisdiction, something which would lead to absurdity. Since generation and sale of electricity is in more than one State obviously Section 86 does not get attracted. This being the case, we are constrained to observe that the expression "composite scheme" does not mean anything more than a scheme for generation and sale of electricity in more than one State".

- (iv) From the above, it is clear that PPA which deals with generation and supply of electricity, will either have to be governed by the State Commission or the Central Commission, but the State Commission's jurisdiction is only where generation and supply takes place within the State. In the present case, since generation and supply take place in Telangana State only, not more than in one State, generation, apart from supply, being basis for determining the jurisdiction of the State Commission, and determination of tariff being interlinked with PPA, it would be proper to interpret that determination of tariff also falls within the jurisdiction of the State Commission.

- (v) The very basis on which PPA of the plant is submitted for the consideration of the Commission which gave its Interim Order five years back should be the basis for determination of capital cost and tariff by the Commission itself.
- (vi) Even though TSTPP is a CGS, when its capacity is allocated to Telangana State exclusively and the project is being set up in Telangana State, it becomes State-specific project and does not assume the nature of a multi-State project.
- (vii) Section 79 (1) (b) of the Electricity Act, 2003 specified that CERC shall discharge the function as to regulate the tariff of generating companies owned or controlled by the Central Government and Section 86 (1) (b) specified that SERC shall discharge the function as to regulate electricity purchase and procurement process of distribution licensees including the price at which electricity shall be procured from the generating companies or licensees or from other sources through agreements for purchase of power for distribution and supply within the State. So, if a CGS is set up in a State exclusively for that State, Section 79 (1) (b) of the Act cannot bar the SERC from discharging its functions under Section 86 (1) (b). The interpretation that CERC has to determine tariff of such a project, if accepted, the powers of SERC under Section 86 (1) (b) get nullified or become a mechanical formality. Without determining permissible capital cost and tariff of such a project, SERC cannot regulate the price at which electricity shall be procured from the generating companies.
- (viii) Singareni Collieries Company Limited (SCCL), in which both the Central and State Governments have their shares, is governed by the policies of MoC, GoI. All issues, including permissible capital cost, tariff and PPA have come before the State Commission.
- (ix) Any applicable Act for determination of tariff by CERC has to take into consideration PPA approved by SERC and for determination of price at which the TSDiscoms have to procure electricity from such a project SERC has to take into consideration the tariff determined by CERC.
- (x) In the additional submissions, TSDiscoms have submitted that the legal opinion obtained by them also endorsed that tariff determination for TSTPP be done by CERC only. In their submissions dated 19.04.2021, TSDiscoms have stated

that in the hearing held on 09.11.2020, the Commission accepted the jurisdiction of CERC in respect of tariff determination for NTPC's TSTPP-1. The said hearing is not a public hearing. In the Daily Orders, no such opinion of the Commission is recorded and no formal Order to that effect, if given by the Commission, is available in the public domain.

- (xi) In the case of stage-I of Simhadri project of NTPC set up in Visakhapatnam whose 100% capacity was allocated to Andhra Pradesh, that issue did not come up before APERC for determination of permissible capital cost, generating tariff and approval of PPA. In the subject case, TSDiscoms and NTPC came before the Commission for consideration of PPA. Therefore, the Commission should assert its authority and direct TSDiscoms & NTPC to file their submissions for determination of capital cost and tariff for TSTPP in order to exercise its powers to regulate the price at which the TSDiscoms shall procure electricity from the project and give a combined order on all the issues. For a harmonious and cohesive determination of all issues concerned in cases like the present one, without conflict of jurisdiction, such an approach is imperative.

20. Regarding the jurisdiction for determination of tariff for this project, the responses of TSDiscoms and the legal opinion obtained by them on the issue failed to take into consideration the context and spirit of AP Reorganisation Act, 2014. The observations of the Hon'ble Supreme Court quoted by TSDiscoms that "*the doctrine of comity or amity requires a court not to pass an order which would be in conflict with another order passed by a competent court of law ... 19. A court while exercising its judicial functions would ordinarily not pass an order which would make one of the parties to the lis violate a lawful order passed by another court*" seem to be quoted out of context, for, they do not apply to the issue of jurisdiction of TSERC and CERC in the subject issue. An order given by a lower court is being set aside by a higher court; an order given by a single judge or a bench is being set aside by a division bench or higher bench of the same court; orders given by Hon'ble High Courts are being set aside by Hon'ble Supreme Court; orders of SERCs and CERC are being set aside by Hon'ble APTEL; and Hon'ble APTEL's orders are being set aside by Hon'ble Supreme Court. There have been several instances to this effect. Moreover, going by the logic of the observations of Hon'ble Supreme Court, if the Commission gives its approval to

the subject PPA, CERC should not give its order contrary to the terms of the PPA while determining tariff of the subject project.

21. TSDiscoms submitted that *"Tariffs of generating companies under section 79 – The tariff determined by the Central Commission for generating companies under clause (a) or (b) of sub-section (1) of section 79 of the Act shall not be subject to re-determination by the State Commission in exercise of functions under clauses (a) or (b) of sub-section (1) of section 86 of the Act and subject to the above the State Commission may determine whether a Distribution Licensee in the State should enter into Power Purchase Agreement or procurement process with such generating companies based on the tariff determined by the Central Commission."* In such a case, NTPC should first get Tariff Order provisionally or finally from CERC. Then only, keeping the tariff determined by CERC in view, the Commission can determine whether TSDiscoms should enter into a PPA with NTPC to purchase power from the subject project based on relevant factors like reasonableness of the tariff determined by CERC, and whether power from other sources can be contracted at relatively lower tariffs, etc., and even reject consent to the subject PPA. Then, TSDiscoms should clarify that without NTPC first approaching CERC for determination of tariff, provisionally or finally, why TSDiscoms are approaching the TSERC for approval of the PPA.

22. TSDiscoms have submitted that in the case of Simhadri TPP Phase-I of NTPC, though the entire capacity (2x500 MW) was allocated to the united AP State, yet CERC determined the tariff of the said project. However, the TSDiscoms approached the Commission seeking its consent to the subject PPA.

23. Regarding jurisdiction of CERC to determine tariff for TSTPP, TSDiscoms submitted that *"TSDiscoms will put forth its views before Ld. CERC once the Tariff petition is filed by NTPC in respect of TSTPP-I. CERC would examine the Prudence of the Capital Cost of TSTPP-I including IDC & IEDC based on guidelines framed by Hon'ble APTEL in its judgment in O.P.No.72 of 2010 in delay computation and sharing of IDC between the Parties."* In their presentation before the Commission, TSDiscoms informed that the original estimated capital cost of TSTPP is Rs.10,997.7 Crore and that the NTPC has accorded approval to the revised capital cost of Rs.11,811.26 Crore. While zero date of TSTPP is 29.01.2016, proposed COD of Unit-I is May, 2022

and Unit-II is September, 2022. As per the revised capital cost, the cost per MW works out to Rs.7.38 Crore. Moreover, there is no certainty that the revised cost will be the final capital cost and that NTPC would not claim any additional capital cost in future for the subject plant. The submissions and responses of TSDiscoms confirm that mostly they have been ignoring their own interests and those of their consumers.

24. TSDiscoms should clarify if NTPC has approached to CERC for determination of tariff for TSTPP. The Commission should direct TSDiscoms and NTPC to submit their Petition for determination of permissible capital cost and tariff for the subject project. The Commission should give a comprehensive and common order on the permissible capital cost, tariff and PPA after holding public hearing on the Petition pertaining to determination of permissible capital cost and tariff.

25. If the Commission sticks to the view that tariff for the subject plant has to be determined by CERC, the Commission should keep the subject issue in abeyance and direct the TSDiscoms to approach the Commission for consent to PPA of the subject project only after NTPC gets determination of tariff by CERC for the subject project. If the Commission gives its consent to the subject PPA first, it will not have any opportunity to examine reasonableness or otherwise of the tariff to be determined by CERC and whether TSDiscoms should be permitted to purchase that power at that rate and consent to PPA be given or not.

26. If the Commission decides to give consent to the subject PPA, the Commission should ascertain whether power from the subject project is required by TSDiscoms, whether the tariff to be determined by CERC is reasonable, whether power from other sources can be procured at relatively lower tariffs, etc.

27. If the Commission decides to proceed with the public hearing on the subject issue and give its Order, the Commission should direct the respondent NTPC also to make its submissions, give its responses and clarify factual position of relevant factors, along with the petitioner TSDiscoms.

TSDiscoms' Replies

28. Unlike State generators, NTPC is generating company owned and controlled by the Central Government and as per the Section 79 (i) (a) of the Electricity Act, 2003, the tariff has to be determined by the Central Commission. The jurisdiction can be

conferred only by Law/Statute or settled Case laws of Apex Court in case of grey areas. Since, the Electricity Act, 2003 specifically stipulated the regulation for CGS owned by Gol under Section 79(1) (a) of the Act, the judgment cited by the stakeholder is not relevant in this case. The Electricity Act, 2003 stipulated distinct functions for CERC and SERCs under different Sections. Hence, the respective Regulatory Commissions have to function within those areas only and cannot interfere in other's functions. In this context, Hon'ble APTEL in its judgment passed in some appeals, cited the Apex Court's judgments on doctrine of comity as extracted below:

Case law: (2007) 5 SCC 510 (Hon'ble Supreme Court)

India Household and Healthcare Ltd. vs. LG Household and Healthcare Ltd.

... ..
 "16 The doctrine of comity or amity requires a court not to pass an order which would be in conflict with another order passed by a competent court of law

... ..
 19. A court while exercising its judicial functions would ordinarily not pass an order which would make one of the parties to the lis violate a lawful order passed by another court."

... ..
 29. Further the Electricity Rules 2005 have also specifically mandated as follows:

"8. Tariffs of generating companies under section 79 - The tariff determined by the Central Commission for generating companies under clause (a) or (b) of sub-section (1) of section 79 of the act shall not be subject to re-determination by the State Commission in exercise of functions under clauses (a) or (b) of sub-section (1) of section 86 of the Act and subject to the above the State Commission may determine whether a Distribution Licensee in the State should enter into Power Purchase Agreement or procurement process with such generating companies based on the tariff determined by the Central Commission.

... ..
 30. Further, though stakeholders have raised that TSTPP Phase-I is exclusively dedicated to Telangana State and the Commission shall only determine the final capital cost/tariff of TSTPP Phase-I, yet the Commission in the Interim Order dated 30.07.2016 has in-principle agreed for tariff determination by CERC in terms of Section-79 (1) (a) of the Electricity Act, 2003. In view of the above legal position, the Commission also accepted the jurisdiction of CERC at para 10 of its Interim Order; hence, the Commission can adopt the Tariff determined by CERC. Therefore, it is required to appreciate the legal position in this regard and also note that CERC is also a Regulator, which can regulate the tariff of generating companies based on the Tariff Regulations, which have also been adopted by the SERCs.

31. Further, in the case of Simhadri TPP Phase-I of NTPC, though the entire capacity (2x500 MW) was allocated to the united A.P. State, yet CERC determined the tariff of the said project. Also, a copy of the Legal Opinion obtained by TSDiscoms is submitted as sought by the stakeholder.

32. Regarding filing of Tariff Petition before CERC, as per the CERC Tariff Regulations, NTPC has to file necessary Petition before CERC for provisional/final capital cost approval and tariff determination for TSTPP Phase-I, which can be done only after COD of the units/project is declared and audited capital cost expenditure details of the project are filed. NTPC is yet to file the Tariff Petition before CERC.... ..

33. TSDiscoms would file counter whenever NTPC file Petition for determination of tariff and capital cost of TSTPP and for seeking CERC to finalize the capital cost of TSTPP Ph-I including IDC & IEDC based on guidelines framed by Hon'ble APTEL in its judgment in O.P.No.72 of 2010, in the interest of the consumers of Telangana State.

Commission's View

34. As TSTPP Phase-I Project is owned by NTPC (Govt. of India), NTPC cited the jurisdiction of CERC for tariff determination of generating companies owned by Central Government under Section 79 (1) (a) of the Electricity Act, 2003. The Commission also noted that as directed by the Commission, TSDiscoms obtained a legal opinion from Sri Y.Rama Rao, Advocate, High Court of Telangana and filed before the Commission, who has also endorsed the tariff determination for TSTPP by CERC only. The Commission, in the Interim Order, has also viewed that it may be appropriate to state that the tariff has to be determined by the CERC under section 79 (1) (a) of Electricity Act, 2003 and CERC will decide the tariff on *ad hoc* basis or regular basis. Thus, the Commission accepts the jurisdiction of CERC on tariff determination of TSTPP-I. However, the Commission directs TSDiscoms to make all necessary efforts by providing comments on the submissions made by NTPC before CERC for prudent determination of capital cost and tariff by CERC.

Issue 2: Allocation of total capacity of the NTPC plant to Telangana State

<i>Commission's View in its Interim Order</i>	<i>Submissions of NTPC</i>	<i>Submissions of TSDiscoms</i>
The Commission if of the view that the objection raised by the objectors i.e., " <i>The TnSTPS Phase-I is being set up by</i>	The Ministry of Power (MoP), Govt. vide letter dated 16.03.2016 has allocated 85% capacity (power) to Telangana	The Chief Secretary, Government of Telangana (GoTS) vide letter dated 04.10.2014 had addressed the

Commission's View in its Interim Order	Submissions of NTPC	Submissions of TSDiscoms
<p>NTPC as per the provisions of Clause 7 of Schedule 13 of the Act, 6 of 2014. The total capacity of the plant is meant for Telangana State. According to Clause 2.2.1 'Allocation of capacity from the Station to Telangana State shall be decided by Gol.' Following the Act, 6 of 2015 it shall be mentioned that total capacity of the station shall be allocated to Telangana State. In Clause 2.2.2 of the PPA it shall be mentioned that the Government of Telangana State shall allocate capacities between the procurers." needs to be considered. Mere stating or understanding would not suffice in the matter of PPA and its provisions. To bring the clarity on the allocation of the entire capacity of the plant exclusively for Telangana State, it may be appropriate to amend the clause 2.2.1 and 2.2.2. Therefore, the PPA shall have to be amended as follows:</p> <p>2.2.1 Entire capacity of the NTPC plant is exclusively allocated to Telangana State. In turn allocation of the capacity shall be made between the procurer(s) that is TSSPDCL and TSNPDCL by the State Government or the State Electricity Regulatory Commission.</p> <p>2.2.2 The entire capacity allocated between procurer(s) by the State Government or the State Electricity Regulatory Commission shall be the contracted capacity. The procurer(s) shall draw electricity against the above contracted capacity limited to the amount of the Letter of Credit (LC) opened and maintained by them. The NTPC shall intimate SRLDC/SLDC from time to time regarding the quantum of capacity</p>	<p>State. Moreover, a certain percentage of power is retained as unallocated quota by the Gol, which may change from time to time. Hence, the existing PPA has relevant provisions accordingly. Therefore, no amendment is proposed.</p>	<p>Chairperson, CEA (functioning under the MoP), New Delhi, requesting for 100% power allocation from NTPC TSTPP Phase-I to Telangana State.</p> <p>However, MoP, Gol vide letter dated 25.02.2019 has allocated 85% of the total capacity of 4000 MW (i.e.3400 MW) to Telangana State and retained the balance 15% capacity (i.e. 600 MW) as unallocated power, which would be placed at the disposal of the Central Government for allocating to other States based on their requisition, subject to the condition that beneficiaries ensuring compliance with the financial and commercial terms (including coverage for Letter of Credit) of the PPA signed with NTPC.</p> <p>The allocation of power (Capacity) to Discoms in Central PSUs like NTPC (Thermal Stations) by MoP Gol, is based on the prevailing power allocation guidelines.</p> <p>Since, NTPC being a Central PSU, owned by the Gol, it shall have to follow the allocation given by MoP and it cannot act contrary to the directions of the MoP. As such, the Standard PPA with NTPC provides for allocation of capacity to beneficiaries, in percentage of total capacity as per the MoP, Gol, without any indication of specific quantum in the PPA as specified in Clause 2.2 of the PPA.</p> <p>Unlike the PPAs entered by other beneficiary States with NTPC, this particular PPA was entered with TSDiscoms only, which means that Telangana State is the Sole beneficiary, having allocation of entire 85% in the Project and no other State is having share in this allocated quantum (unlike power sharing by other beneficiaries in other PPAs).</p> <p>Further, the TSTPP Phase-I (2x800 MW) is State grid</p>

Commission's View in its Interim Order	Submissions of NTPC	Submissions of TSDiscoms
<p>procurer(s) is eligible to draw.</p>		<p>connected project and the power from this project will be evacuated by TSDiscoms through STU (TSTransco) Transmission Network as directed by the Commission. Therefore, other States do not have direct Network access to NTPC TSTPP Phase-I (2x800 MW) for evacuating power from TSTPP except through STU Network of Telangana. If other States seek to draw the balance 15% capacity unallocated power, then they have to necessarily incur additional Transmission charges payable to TSTransco in addition to Point of Connection (POC) Charges payable to PGCIL, which is generally not preferred by those States.</p> <p>Further, CERC Tariff Regulations, 2019 (valid for the period FY 2019-24), which regulate the tariff of CGS stations, have stipulated a specific condition in respect of unallocated power, as extracted below:</p> <p>CHAPTER-13 (SCHEDULING, ACCOUNTING AND BILLING)</p> <p>55. Billing and payment of Charges:</p> <p>(1)</p> <p>(2)</p> <p><i>Note-I</i></p> <p>Shares or allocations of each beneficiary in the total capacity of Central sector generating stations shall be as determined by the Central Government, inclusive of any allocation made out of the unallocated capacity. The shares shall be applied in percentages of installed capacity and shall normally remain constant during a month. Based on the decision of the Central Government, the changes in allocation shall be communicated by the Member-Secretary, Regional Power Committee in advance, at least three days prior to beginning of a calendar month, except in</p>

Commission's View in its Interim Order	Submissions of NTPC	Submissions of TSDiscoms
		<p>case of an emergency calling for an urgent change in allocations out of unallocated capacity. The total capacity share of a beneficiary would be sum of its capacity share plus allocation out of the unallocated portion, in the absence of any specific allocation of unallocated power by the Central Government, the unallocated power shall be added to the allocated shares in the same proportion as the allocated shares.</p> <p>....."</p> <p>As could be seen from the above CERC Tariff Regulations, 2019, for computing the Capacity charges payable by a Beneficiary in a month, the Total Capacity share would be reckoned as sum of its capacity share (allocated) plus allocation out of the unallocated capacity portion and in case the Central Government does not allocate the unallocated power to any other State, the unallocated power quantum will be added to the allocated shares in the same proportion as the allocated shares. Since Telangana (TSDiscoms) is Sole Beneficiary State, having entire 85% capacity allocation in TSTPP Phase-I (2x800 MW) Project and the Project switchyard being connected to STU Network, the balance 15% unallocated capacity would also be allocated to Telangana State, which in effect deemed that 100% capacity is allocated to TSDiscoms.</p> <p>Thus, the CERC Tariff Regulations, 2019, have facilitated 100% capacity allocation from TSTPP Phase-I (2x800 MW) to TSDiscoms. However, TSDiscoms through the State Government have been pursuing with the MoP, Gol for 100% firm allocation of the capacity in STPP Phase-I</p>

<i>Commission's View in its Interim Order</i>	<i>Submissions of NTPC</i>	<i>Submissions of TSDiscoms</i>
		<p>(2x800 MW), so as to avoid any ambiguity in future.</p> <p>In light of above submissions, and in line with subsisting PPA provisions already entered with NTPC in respect of other Projects, the Commission is prayed to grant exemption from amending the PPA as directed in the Interim Order.</p>

Stakeholder Comments

35. In the Interim Order, the Commission directed the TSDiscoms to amend the relevant clauses for allocation of 100% capacity of 4000 MW TSTPP, as it is exclusively allocated to Telangana State under AP Reorganisation Act, 2014. The stand of NTPC on allocation of only 85% capacity to Telangana State by the GoI, and various submissions of TSDiscoms are untenable for the following reasons:

- (i) The prayer of TSDiscoms to the Commission to grant exemption from amending the PPA as directed in the Interim Order on this issue is contrary to the stand taken by the GoTS in its correspondence dated 10.03.2016 with the Central Electricity Authority (CEA) for allocation of 100% capacity of the project to Telangana State.
- (ii) Since, this project is allocated to Telangana State exclusively, the guidelines for allocation of capacity of CGS to different States and retaining 15% capacity for GoI to allocate to States based on their requisition, subject to certain conditions, based on the prevailing power allocation guidelines do not apply to the subject project.
- (iii) That 100% capacity of stage-I of Simhadri power project of NTPC was allocated to Andhra Pradesh as a special case (land for the project was allocated by Government of AP) further justifies the stand for allocation of 100% capacity of the subject project to Telangana State as a special case under AP Reorganisation Act, 2014.
- (iv) The very fact that Telangana State is the sole beneficiary, having allocation of 85% in the capacity of TSTPP, with no other State having allocation of a share from it, shows qualitative difference between allocation in this case and allocation of shares in a CGS to different States under power allocation

guidelines of MoP, GoI. Such a qualitative difference further justifies 100% allocation of the capacity of the subject project to Telangana State. In other words, prevailing power allocation guidelines of the GoI were not applied while allocating 85% capacity of the subject project, without any share to other States in the southern region. Similarly, the said guidelines need not be applied for allocation of 15% balance capacity to other States on requisition and the same has to be allocated exclusively to Telangana State.

- (v) The presumptuous contention of TSDiscoms that, if other States seek to draw the balance 15% capacity of unallocated power, then they have to necessarily incur additional transmission charges in addition to PoC charges payable to PGCIL, which is generally not preferred by those States, implies that generally the unallocated 15% capacity remains with the CGS concerned without being sought by, and supplied to any State. If that is the ground reality, there is no need and justification for retaining 15% capacity with the CGS concerned, in the present case TSTPP, to be allocated to a State/States at the discretion of the GoI. There is no justification in the GoI not taking a favourable decision in this regard, despite the requests made by the GoTS.
- (vi) The specific condition in CERC Tariff Regulations 2019, quoted by TSDiscoms that, if no State seeks allocation from the unallocated 15% capacity of a CGS, then that capacity shall be added to the States concerned in proportion to the shares allocated to them in 85% capacity. Conversely, if GoI allocates 15% unallocated capacity of a CGS to any other State/States, then the addition of that capacity to the States in proportion to the shares allocated to them in 85% capacity simply does not arise. Therefore, the contention of TSDiscoms that the CERC Tariff Regulations 2019 have facilitated the 100% capacity allocation from the TSTPP Phase-I to TSDiscoms does not have any merit. If such a precedent is there in the case of any CGS, the same would further strengthen and justify the demand for allocation of the balance 15% capacity to Telangana State in the subject issue. That is the reason why the State Government has been pursuing with the MoP, GoI for 100% firm allocation of the capacity in TSTPP Phase I, so as to avoid any ambiguity in future, and to attain finality of 100% firm allocation.

- (vii) The GoTS has been constrained to pursue with MoP, Gol for 100% firm allocation of TSTPP Phase-I to TSDiscoms, even after a period of five years and after letter dated 25.02.2019 of MoP Gol, conveying allocation of only 85% of capacity of the said project to TSDiscoms and retaining the balance 15% at the disposal of Gol confirms that uncertainty and ambiguity on allocating or adding the balance 15% unallocated power to TSDiscoms continues.
- (viii) Therefore, the Commission should direct the authorities concerned to allocate 100% capacity of TSTPP to Telangana State in true letter and spirit of AP Reorganisation Act, 2014. Power allocation guidelines of Gol cannot override an Act passed by the Parliament. The very principle adopted for allocating 85% capacity in the subject project to TSDiscoms should be applied for allocation of the balance 15% to the latter.

36. The contention of TSDiscoms and in the legal opinion obtained by them that the AP Reorganisation Act mandated NTPC to establish a 4000 MW power facility in the successor Telangana State after establishing necessary coal linkages and that no mention was made therein about allocation of power cannot be interpreted mechanically to mean that 100% capacity of the project need not be allocated to Telangana. For establishing a power project by NTPC in any State, no Act by Parliament is required. No such mandate needs to be incorporated in any such Act of the Parliament. The very fact that such a mandate is incorporated in the AP Reorganisation Act and that 85% of the capacity of the subject project is already allocated to Telangana State, that, too, contrary to the guidelines of allocation of power from CGS by MoP, Gol, shows that in order to overcome shortage for power in Telangana State when it was formed, bifurcating the then Andhra Pradesh, the TSTPP is intended for Telangana State. The same yardstick should be applied for allocating the balance 15% also to Telangana.

37. TSDiscoms should also explain their submission that *"Thus, the CERC Tariff Regulation, have facilitated the 100 % capacity allocation out of NTPC TSTTP-1 (2x800 MW) to TSDiscoms"*.

TSDiscoms' Replies

38. The AP Reorganization Act 2014 mandated NTPC to establish a 4000 MW power facility in the successor Telangana State after establishing necessary coal

linkages in order to overcome shortage for power in Telangana State when it was formed, after bifurcation of the then Andhra Pradesh. Nowhere it was mentioned about allocation of power. Since, NTPC is owned by GoI, it is the prerogative of GoI in allocating generation capacity to the States. Despite that the GoI allocated entire 85% capacity in TSTPP Phase-I to Telangana State and retained balance 15% as unallocated capacity as was done in other cases. However, TSDiscoms through GoTS are pursuing with MoP, GoI for allocation of balance 15% share from the subject project to Telangana State. The GoTS has addressed the MoP, GoI for allocating balance 15% capacity on firm basis and the response from the Ministry is awaited.

39. In the absence of any specific allocation by the Central Government, the CERC Tariff Regulations 2019 facilitated the balance 15% unallocated capacity allocation to beneficiaries (States), in the same proportion as per their percentage allocation on monthly basis. Since, Telangana State is sole beneficiary of 85% capacity allocation, the balance 15% unallocated capacity would also be allocated to Telangana State only and hence, it is deemed that 100% capacity is allocated to Telangana State only.

Commission's View

40. Since NTPC TSTPP (4000 MW) is exclusively allocated to Telangana State under AP Reorganisation Act, 2014, the Commission vide Interim Order had directed TSDiscoms to amend the Clauses 2.2.1 and 2.2.2 of the PPA for allocation of 100% capacity to TSDiscoms. The Commission noted from the submission of TSDiscoms that the Chief Secretary, GoTS vide letter dated 04.10.2014 had addressed the Chairperson, CEA (functioning under the MoP), requesting for 100% power allocation from NTPC TSTPP Phase-I to Telangana State. However, MoP, GoI vide letter dated 25.02.2019 has allocated 85% of the total capacity of 4000 MW (i.e., 3400 MW) to Telangana State and retained the balance 15% capacity (i.e., 600 MW) as unallocated power, which would be placed at the disposal of the Central Government for allocating to other States based on their requisition.

41. The Commission is of the view that since the TSTPP Station is connected to the State Transmission periphery and based on CERC Tariff Regulations, 2019, the unallocated share of the station shall be in proportion of the allocation, the entire capacity shall be allocated to TSDiscoms. However, the Commission also noted that TSDiscoms through the State Government have been again pursuing with MoP for

100% firm allocation of the capacity in TSTPP Phase-I (2x800 MW), so as to avoid any ambiguity in future. Therefore, the Commission directs TSDiscoms to communicate the outcome of the same.

Issue 3: Delivery points of NTPC and Connecting to the CTU Network for evacuation of power

<i>Commission's View in its Interim Order</i>	<i>Submissions of NTPC</i>	<i>Submissions of TSDiscoms</i>
<p>The Commission if of the view that either in the definition part of the PPA (Article 1) or in the clause 3.1 relating to the delivery point shall be clearly defined/specified as the delivery point of the TnSTPS Phase-I of 2x800 MW plant ex-bus at which the NTPC supplies the power to TSDiscoms. The relevant Article/clauses shall be amended accordingly.</p> <p>(i) The entire capacity of the NTPC plant is meant for Telangana State, the connectivity can be given to TSTransco network, as is being done in case of Simhadri Stage-I plant by NTPC by APTransco. The TSTransco can lay the required line for evacuation of the power from the NTPC plant. This will avoid point of connection charges (PoC) and losses of Power Grid Corporation of India Limited (PGCIL). This will reduce additional burden on the State consumers. The issue has to be pursued by the TSDiscoms in the standing committee meeting that may be conducted by the CEA. Accordingly, the clauses 3.2, 3.3 and other clauses of the PPA wherever necessary, shall have to be amended appropriately. (ii) in the clause 3.2 for the works "For timely and expeditiously development of the required transmission system for evacuation of power from the said project to its various beneficiaries" can be replaced with "One year prior to the declaration of CoD, for evacuation of power from the said project to its procurers (TSSPDCL and TSNPDCL), the</p>	<p>NTPC agreed that the project connectivity & evacuation from NTPC TSTPP Phase-I shall be through STU Network (TSTransco) only as directed by the Commission and also agreed for amendment of relevant Clauses in the PPA.</p>	<p>As directed by the Commission, for power evacuation from the TSTPP Phase-I, TSTransco has laid necessary 400 kV Lines and also it is installing 400 kV Substations and connecting bays, which works are nearing completion.</p> <p>As such, necessary amendment is carried out in the PPA as below:</p> <p>...</p> <p>3.1 Sale of electricity shall be at the bus bars of the Station and it shall be the obligation and responsibility of Procurer(s) to make the required arrangement for evacuation of electricity from delivery point (Bus bar) of TSTPS-I.</p> <p>3.2 Deleted.</p> <p>3.3 Charges for utilization of transmission system(s) for transmission/wheeling of the electricity beyond bus bar of the Station shall be paid directly by procurer(s) to the Transmission Licensee.</p> <p>...."</p> <p>Therefore, the Commission is prayed to accept the submission and approve the amendment proposed.</p>

Commission's View in its Interim Order	Submissions of NTPC	Submissions of TSDiscoms
procurer(s) shall make an application for connectivity and long term access (LTA) to the TSTransco." based on these lines the entire clause may be amended.		

Stakeholder Comments

42. TSDiscoms should submit the relative differences between present evacuation costs from STU instead of CTU. As regards query on the cost benefit of changing from CTU to STU, TSDiscoms have submitted that, in case if it is connected to STU then there would be a saving of around 56 paisa/kWh as POC losses of CTU would not be imposed. This answer is not explaining the basis of this cost benefit. TSDiscoms should provide the basis of this figure with calculations of transmission charges and basis of STU and CTU charges.

TSDiscoms' Replies

43. The sharing of inter-state transmission charges and losses are approved by CERC and transmission charges & losses are computed by implementing agency under Sharing Regulation 2020 i.e., National Load Despatch Centre (NLDC). Based on the LTA application quantum applied by the State, the PGCIL claims the monthly bills on the prevailing rates computed by NLDC and uploaded in the website of SRPC.

44. Similarly, State transmission charges are approved by the Commission and losses are computed by TSTransco. Monthly payments for STU & SLDC charges and losses are claimed by TSTransco and are being paid. The detailed cost benefit for a particular month of changing from CTU to STU is submitted in reply which shows that there would be a saving of around 56 paisa/kWh.

Commission's View

45. The Commission, in the Interim Order, viewed that the NTPC project can be connected to TSTransco's network and TSTransco can lay the required line for evacuation of the power from the NTPC plant, which will avoid POC charges & losses of PGCIL. Therefore, the Commission had directed to amend the Clauses 3.2, 3.3 and other Clauses of PPA, wherever necessary. NTPC agreed that project connectivity and evacuation from NTPC TSTPP Phase-I shall be through STU network (TSTransco) only as directed by the Commission. Accordingly, TSDiscoms & NTPC,

through Supplementary PPA, have undertaken necessary amendment in the PPA. The Commission also noted from the submission of TSDiscoms that for power evacuation from TSTPP Phase-I, TSTransco has laid necessary 400 kV lines and also it is installing 400 kV Sub-stations and connecting Bays, which works are nearing completion. Since the TSTPP is connected at the State Transmission Periphery, there shall be savings in transmission charges and losses.

Issue 4: Generation of Power less than Threshold level

<i>Commission's View in its Interim Order</i>	<i>Submissions of NTPC</i>	<i>Submissions of TSDiscoms</i>
The Commission is in agreement with the view expressed by the TSSPDCL as far as the conditions for payment of the fixed charges is concerned. Regarding non-operation of the plant exclusively on account of failure of NTPC other than force-majeure conditions, there shall be penalty clause for the non-operating period of the plant, to have equitable liability on both sides. Hence the TSSPDCL may negotiate with the NTPC on this account and modify the relevant clauses suitably.	CERC Tariff Regulations stipulated the penalty provision for the generating companies in case the generating station does not achieve the Normative Plant Availability Factor (NPAF), as the generating station recovers Fixed (Capacity) Charges based on the cumulative plant availability factor achieved based on Declared Capacity (DC). Hence, there is no need to amend the clause.	<p>The Central Generating Power Plants are governed by CERC Tariff Regulations, issued from time to time. CERC Regulations have already provided for penalty on generating stations, by way of reduced capacity charges payable to them on pro rata basis, for achieving lesser Plant Availability Factor (PAF) vis-à-vis (NPAF@ 85% in general). This reduced Capacity charges payment itself is a penalty and therefore, the thermal generating plants always endeavour to maintain cumulative PAF up to its NPAF, in order to recover its full Fixed Charges, except during Force Majeure events.</p> <p>Since, the point of evacuation of power from Central Generating Stations is Ex-Bus of the NTPC generating plant; and if the generating plant achieve its Normative Plant Availability for the billing period, then it is the obligation of TSDiscoms to evacuate such power and the generating plants are entitled to claim full Fixed Charges.</p> <p>In case of any Network constraint for power evacuation from the NTPC Project, which is not attributable to generating station/NTPC, full Capacity Charges are payable by TSDiscoms as per CERC Tariff Regulations. However, if a NTPC generating Station is non-operating, it cannot declare its plant availability/ readiness to generate power. Therefore, it cannot achieve the NPAF as</p>

<i>Commission's View in its Interim Order</i>	<i>Submissions of NTPC</i>	<i>Submissions of TSDiscoms</i>
		<p>fixed by CERC. Hence, it would lose the Fixed Charges during the non-operating period.</p> <p>Even the Tariff Regulation issued by TSERC in the year 2019 adopted the same procedure (as fixed by CERC) for State generating plants. No other penalties have been stipulated in the TSERC Tariff Regulation, 2019, as directed in the TSERC Interim Order.</p> <p>In light of above submissions, TSDiscoms prayed the Commission to exempt from such a direction for negotiation with NTPC for incorporation of additional penalty during non-operating period of the generating plant.</p>

Stakeholder Comments

46. In the Interim Order, the Commission asserted that regarding non-operation of the plant exclusively on account of failure of NTPC other than force majeure conditions, there shall be a penalty clause for the non-operating period of the plant, to have equitable liability on both sides. The submissions of NTPC and TSDiscoms that no such penalty clause is required is untenable. Their contentions are that, if NTPC fails to generate and supply power from the subject project to TSDiscoms, fully or less than Plant Availability Factor (PAF), proportionate reduction of capacity charges (fixed charges) itself is a penalty and therefore, no need to amend the said clause as directed by the Commission. If the TSDiscoms fail to take power from the project as per declared plant availability factor, they have to pay fixed charges to NTPC to the extent of capacity backed down. Similarly, if NTPC fails to generate and supply power as per PAF, it has to pay penalty to TSDiscoms to have equitable liability on both sides, as the Commission asserted rightly in the Interim Order.

47. Reduction of fixed charges proportionate to lesser generation and supply of power by the subject project is not a benefit to TSDiscoms, for, they are paying fixed charges proportionate to power generated and supplied by the project. In other words, they are not paying fixed charges for power not generated and supplied to them. In case of backing down, TSDiscoms are paying fixed charges proportionate to power not generated and supplied as per backing down orders of SLDC, i.e., TSDiscoms are

paying penalty in the form of fixed charges for power not generated and supplied for which the failure of TSDiscoms to take that power is responsible. When NTPC fails to generate and supply power from TSTPP to TSDiscoms, it should also pay penalty to TSDiscoms proportionate to power not generated and supplied for its failure to generate and supply that power. It is because of the failure of NTPC to generate and supply power or supply power lesser than PAF, TSDiscoms will be constrained to purchase power from other sources and in the process may incur additional expenditure and/or face other problems. In order to compensate TSDiscoms for the additional burden caused to them due to the failure of NTPC, the latter has to pay penalty to TSDiscoms. That is the sound reasoning behind the direction given by the Commission.

48. That there is no such provision in the Regulation of CERC and TSERC is no valid ground for not including by way of an amendment to the PPA a clause imposing penalty on NTPC in the said eventuality. The said Regulation do not categorically and specifically say that no such provision for imposing penalty on the developers, here NPTC, for their failure to generate and supply power, fully or partly vis a vis PAF, to the buyer TSDiscoms under PPA be incorporated in PPA. The Commission has discretionary powers to deviate from the Regulation by recording the reasons for the same in writing, to ensure equitable liability on both sides. Therefore, the Commission should get the amendment to PPA brought about as directed in its Interim Order.

49. Regarding need for incorporating a clause in the PPA providing for payment of penalty by NTPC to TSDiscoms when NTPC fails to generate and supply power, fully or partly, the TSDiscoms argued that in such a case, TSDiscoms will not make payment of Energy charges also as there would be no generation and this will also be a saving to TSDiscoms. When NTPC fails to generate and supply power, fully or partly, to TSDiscoms, the argument that non-payment of fixed charges and variable charges proportionate to such short-supply of power will also be a saving to Discoms is amusing. When a PPA is entered into by TSDiscoms with a generator of power, it is to get supply of power to meet requirements of demand, not for non-supply of power and so-called saving. The argument of TSDiscoms, that, if generators fail to supply power as per PPAs, non-payment of tariffs, both fixed & variable, by TSDiscoms would be a saving to the latter, it defeats the very purpose for which PPAs are entered into.

50. TSDiscoms failed to respond to the stakeholder's submission that, just as the TSDiscoms have to pay fixed charges to NTPC for backing down capacity of the subject plant when the TSDiscoms do not require power from it, NTPC, too, should pay penalty to TSDiscoms when it fails to generate and supply power in order to compensate the additional burdens TSDiscoms have to bear for purchasing power from other sources at higher costs to meet demand. The implication in the arguments of TSDiscoms is that, for the failure of TSDiscoms to take power from NTPC, they have to pay penalty in the form of fixed charges to NTPC, but if NTPC fails to supply power to TSDiscoms, it need not pay penalty to TSDiscoms; it is self-defeating, as it does not protect interests of TSDiscoms and their consumers.

51. Precisely because there is no provision in the Regulations for imposing penalty on NTPC for its failure to generate and supply power to TSDiscoms, stakeholder suggested and the Commission directed in its Interim Order to amend the terms of the PPA accordingly. When TSDiscoms are arguing that it may not be possible for deviating the Regulation, they are questioning the discretionary power of the Commission which is specifically incorporated in every Regulation that the Commission can deviate from the Regulations for reasons to be recorded in writing. Absence of a provision like this in Regulation does not mean that the Commission cannot direct the parties to PPA to incorporate such a provision in the PPA concerned by amending it accordingly. Moreover, there is no Regulation which prohibits imposition of a penalty on a generator for the latter's failure to supply power to TSDiscoms as per PPA. Therefore, the said direction of the Commission to amend the subject PPA is intended to correct a glaring deficiency in the Regulation in a fair, rational and balanced way to ensure equity in terms of ensuring liability on both sides to the PPA for their respective failures. Otherwise, the PPA should be amended to remove the clause providing for payment of fixed charges by TSDiscoms to NTPC for backing down capacity of the subject plant.

TSDiscoms' Replies

52. In case of failure of NTPC to generate power, to that extent, there will not be any plant availability declaration by it and if the Normative Plant Availability Factor (NPAF) (@ 85% on annual basis) is not achieved by the generating plant of NTPC, then there will be pro-rata reduction in the Annual Fixed Charges (AFC) payable to

NTPC as per CERC/TSERC Regulations and the reduction of Fixed Charges condition will act as a penalty which is a saving to TSDiscoms.

53. Whereas the stakeholder's contention is that to the extent of loss of generation from NTPC, TSDiscoms would have to purchase the energy from markets and thus incur additional cost. It is to be noted that during such generation loss, TSDiscoms will not make payment of energy charges also as there would be no generation and this will also be a saving to TSDiscoms. As such, the Tariff Regulations framed by CERC or TSERC have not stipulated any such penalty for incorporation in the PPA. Without such penalty stipulation in the Tariff Regulations, it may not be possible for deviating the Regulations and for incorporation of penalty clause in the PPAs as Regulation will override the PPA provisions in case of inconsistency. It is required to appreciate the legal implications upon deviating from Tariff Regulations. As per the TSERC Regulation 2019 at Clause 17:

- “... ..
17. *Norms of operation for Thermal Generating Stations*
-
- ii. *Full Capacity charges shall be recoverable at Normative Annual Plant Availability Factor (NAPAF) specified above of these Regulation. Recovery of Capacity Charges below the level of Normative Annual Plant Availability Factor (NAPAF) will be on a pro-rata basis. At zero availability, no capacity charges shall be payable.*
 - iii. *The availability certified by SLDC shall also include Backing Down of the Generating Stations for the purpose of recovery of capacity charges.*
-”

54. As per the definition of the CERC (Terms & Conditions) Regulation 2019:

'Declared Capacity' or 'DC' in relation to a generating station means, the capability to deliver ex-bus electricity in MW declared by such generating station in relation to any time-block of the day as defined in the Grid Code or whole of the day, duly taking into account the availability of fuel or water, and subject to further qualification in these Regulation;

55. In case of backing down it means the capability of the Station to deliver ex-bus electricity declared by the station is back down as per the procedure laid down in Indian Electricity Grid Code (IEGC) for grid safety and the generator is in readiness for supply of power. PPA provisions are based on standard clauses as per the prevailing CERC Regulation applicable from time to time. In case PPA terms & conditions are

inconsistent with CERC Tariff Regulations, to the extent of inconsistency, CERC Regulations will prevail over the PPA provisions.

Commission's View

56. The Commission in Interim Order, had observed that regarding non-operation of the plant exclusively on account of failure of NTPC other than force majeure conditions, there shall be a penalty clause for the non-operating period of the plant, to have equitable liability on both sides. Therefore, the Commission had directed TSSPDCL to negotiate with NTPC on this account and modify the relevant clauses suitably. However, NTPC and TSDiscs are of the view that there is no need to amend the clause since the CERC Regulations have already provided for penalty on generating stations, by way of reduced capacity charges payable to them on pro rata basis, for achieving lesser PAF vis-à-vis (NAPAF@ 85% in general). TSDiscs have also submitted that even the TSERC Tariff Regulation, 2019 issued by the Commission has adopted the same procedure (as fixed by CERC) for State generating plants and no other penalties have been stipulated in the TSERC Tariff Regulation.

57. TSDiscs requested the Commission to exempt from such a direction for negotiation with NTPC for incorporation of additional penalty during non-operating period of the generating plant, which has not been stipulated either in CERC or in TSERC Tariff Regulation, 2019. In view of this, the Commission is inclined to exempt from such a direction to amend the PPA.

Issue 5: Allocation of coal linkage from Odisha Coal Mines

<i>Commission's View in its Interim Order</i>	<i>Submissions of NTPC</i>	<i>Submissions of TSDiscs</i>
The variable cost of the generation depends on cost of fuel that is mainly on the cost of coal delivered at the site. As stated by the Discom, if the coal is allocated from the mines of Odisha State, it would be costlier. In view of the above, the Discom through the State Government may pursue with Coal India Limited and MoP, GoI for allocation of linkage of coal from Singareni mines instead of Odisha State mines for TnSTPS.	No comments furnished by NTPC.	NTPC was allotted Mandakini-B Coal block in Odisha State for Captive mining for supply of Coal to TSTPP Phase-I by MoC, GoI. The coal requirement for the NTPC would be 8 MTPA (Million Tons per Annum) based on estimated GCV of coal between 3200 to 3900 kcal/kg. MoC, accorded in-principle approval for grant of Tapering linkage from CIL for the TSTPP Phase-I, till the commencement of coal supplies from Mandakini-B Coal Block. Accordingly, CIL allotted Tapering Coal Linkage for

Commission's View in its Interim Order	Submissions of NTPC	Submissions of TSDiscs
		<p>TSTPP Phase-I, from Western Coal fields (WCL).</p> <p>As directed by the Commission, the Special Chief Secretary, Energy Department, Govt. of Telangana State vide letter dated 21.07.2020 requested the Secretary, MoC, Gol to consider shifting of the existing Tapering Linkage of WCL to SCCL, due to proximity of SCCL mines and as a policy of rationalization of coal linkages for optimization of Transportation cost, in order to supply electricity to Telangana State consumers at affordable prices. Even MoP has also recommended for shifting of tapering coal linkage.</p> <p>The Standing Linkage Committee (under MoC) considered the request of GoTS & MoP and recommended for shifting of existing coal linkage from WCL to SCCL & directed NTPC to submit necessary application for grant/shifting of tapering linkage. Further, TSDiscs have been pursuing with Gol (MoC) through State Government & MoP, as directed by the Commission for shifting of regular long-term coal linkage to SCCL, Telangana from Odisha.</p> <p>In light of the above, the Commission is requested to appreciate the steps taken up by GoTS, TSPCC and TSDiscs in arranging necessary coal linkage to TSTPP Phase-I from SCCL.</p>

Stakeholder Comments

58. In the Interim Order, the Commission directed TSDiscs to pursue with Coal India Limited (CIL), MOP and MoC, Gol, through the State Government for allocation of linkage of coal from Singareni Collieries Company Limited (SCCL), instead of Odisha State mines for TSTPP. SCCL mines being in the vicinity of TSTPP will reduce the burden of transportation charges, which will result in reduction in tariff. Since, SCCL has adequate coal to supply to TSTPP and it expressed its willingness to do so,

there should not be any objection to it. Such an arrangement should not be confined to just tapering linkage, but extended to regular long-term linkage of coal, in all fairness. While the said direction was given by the Commission in the year 2016, going by the correspondence the GoTS had with the Gol copies are submitted by TSDiscoms along with their additional responses in the present case. There has been inordinate delay in taking up the issue with the Gol. The Special Chief Secretary of GoTS has written a letter to the Secretary, MoP, Gol on 10.03.2020. Subsequently, another letter was sent to the Secretary, MoC, Gol on 21.07.2020. A letter was sent to the CMD of NTPC on 10.11.2020. GoTS did not take any initiative to take up the issue with the concerned authorities of the Gol for almost four years. To take a decision on these issues, it does not require more than one year. The GoTS should consistently pursue with Gol for its favourable decisions on these issues without further delay.

59. For a thermal generation power plant to be cost efficient, design specified calorific value of coal should always be available from a coal mine consistently. Thus, besides the price of coal for the required grade of coal, the transportation cost from the mine is a significant cost. Costs of oils & coal (including royalty, cess, taxes and transportation) is almost 55% of the revenue in the case of TSGenco. So, the location of the mine and rail connectivity decides the logistics costs (about 35% today on an average).

60. TSDiscoms in additional submission dated 18.04.2021 submitted that 8 MTPA will be required for NTPC based on estimated GCV of coal between 3200 to 3900 kcal/kg. Further, in additional submission NTPC has not furnished its views. The Commission should direct NTPC and TSDiscoms to submit their views on above as quality, quantity and economics issues arise.

61. TSDiscoms should clarify if the required 8 MTPA of coal with the required GCV (3200-3900 kcal/kg of coal) is based on a written report from SCCL. While Transportation costs are important to consider, the primary basis is the availability of the required grade of coal. It is not clear from the submissions of TSDiscoms that SCCL has confirmed the twin requirements of quality in terms of GCV (with the average surface moisture and inherent moisture) and the estimated quantity requirement of 8 MTPA.

62. The Commission should direct TSDiscoms to get such a report from SCCL and submit it to the Commission and upload after the Commission scrutiny in the TSDiscoms Website.

63. As regards the query on the advantages arising from change of mine source from Mandakini –B mine and SCCL, TSDiscoms or NTPC should confirm about a written confirmation on availability of 8 million tons/year for 25 years at the required quality of 3220-3900 kcal/kg from Coal India/SCCL. The quantity and specifically quality are the basis for plant performance and generation costs. Therefore, the Commission should direct TSDiscoms/NTPC to provide this important confirmation. TSDiscoms have stated that SCCL has communicated to supply coal to NTPC Telangana plant. However, it is to be clarified if there is a confirmation of quality.

64. Regarding cost advantage due to transportation, TSDiscoms have stated approximately Rs. 2000/ton will be saved in transportation costs, if the coal re-allocated to SCCL instead of Mandakini B Coal mine. TSDiscoms/NTPC should substantiate this conclusion. Further, TSDiscoms should ascertain confirmation of allocation of coal from SCCL to the subject project on a firm basis and work out the resultant reduction in variable cost.

TSDiscoms' Replies

65. The stakeholder's concern on coal transportation charges from Odisha State Mine is very much appreciated and TSDiscoms have already taken steps in this regard. TSDiscoms would constantly pursue with MoC, GoI through GoTS for obtaining long term coal linkage from SCCL Mines only. NTPC has already requested MoC for surrendering of Mandakini-B Coal mine in Odisha State and is awaiting approval and have taken up with MoP, GoI for grant of firm linkage for the plant through Standing Linkage Committee (Long term) and SCCL has also communicated their willingness to supply coal under long term linkage. Further, Standing Linkage Committee has approved shifting of tapering coal linkage from WCL to SCCL and MoU is under finalization.

66. From the Freight Operation Information System available on the web portal of Indian Railways, it has been observed that the freight as on date from the nearest station, i.e., Angul of Mandakini-B coal mine at Orissa to NTPC Ramagundam is

Rs.2126/Tonne. From the monthly bills of STPP, it has been observed that the transportation charges are in the range of Rs.90/Tonne to 150/Tonne. It can be noted that the cost benefit arising out of change of mine from Odisha to SCCL is estimated around Rs.2000/Tonne as per the prevailing rate as on date.

Commission's View

67. The Commission, in Interim Order, had observed that the cost of transportation of coal from Odisha Coal Mine is higher compared to the cost of coal available from mines of Singareni Collieries (SCCL) in view of their vicinity to TSTPP. Therefore, the Commission had directed the TSDiscoms to pursue with Coal India Limited (CIL), MoP, and MoC, GoI through the State Government for allocation of linkage of coal from SCCL mines instead of Odisha State mines for TSTPP.

68. It is noted that MoC has accorded in-principle approval for grant of Tapering linkage from CIL for the TSTPP Phase-I, till the commencement of coal supplies from Mandakini-B Coal Block and accordingly, CIL has allotted Tapering Coal Linkage for TSTPP Phase-I, from Western Coal fields. The Commission also noted from the submission of TSDiscoms that they have been pursuing with MoC through State Government and MoP for shifting of regular long-term coal linkage to SCCL, Telangana from Odisha. The Commission appreciates the steps taken up by the GoTS, TSPCC and TSDiscoms in arranging necessary coal linkage to TSTPP Phase-I from SCCL. The Commission directs TSDiscoms to pursue the coal allocation from SCCL and communicate the outcome to the Commission.

Issue 6: Provision for Termination of agreement is one sided

<i>Commission's View in its Interim Order</i>	<i>Submissions of NTPC</i>	<i>Submissions of TSDiscoms</i>
The Commission considers that equities have to be built into the agreement in the event of the termination of the agreement by either of the parties in the event of any one of the parties does not meet the obligation under the agreement. The provision in the PPA should provide for the other party to issue notice for termination. Accordingly, the clause 12.4 shall be modified.	NTPC stated that the Sub-clause 12.4 may have to be read together with Clause 12.0 (Successors and permitted assigns) to get the intent of the clause.	The issue of termination of PPA under Clause 12 arises only when TSDiscoms are re-organized and assigned to private organization/Successors and in order to ensure Payment Security Mechanism subsequently, NTPC seeks to establish the Letter of Credit & ESCROW mechanism before assignment of PPA to successor's entities. If the successor entities do not fulfil the pre-requisites on Payment Security Mechanism, this

<i>Commission's View in its Interim Order</i>	<i>Submissions of NTPC</i>	<i>Submissions of TSDiscoms</i>
		clause would enable NTPC for such termination of PPA. NTPC seeks to invoke the above termination provision only during such cases. The PPAs with NTPC in respect of other Thermal power projects also provided identical Clauses and same has been submitted to the Commission. Therefore, TSDiscoms requested the Commission to exempt from such direction for amending the Clause 12.4 in the PPA.

Stakeholder Comments

69. The Commission, in its Interim Order, asserted that the clause on termination of the PPA by NTPC was not equitable and directed to modify the clause 12.4 to provide for the other party, i.e., TSDiscoms, to issue notice for termination. The submissions of NTPC and TSDiscoms that the issue of termination of PPA under clause 12 arises only when TSDiscoms are re-organised and assigned to private organisation/successors, and if the latter do not fulfil the pre-requisites on payment security mechanism. If such is the case, the same should be made clear categorically in the PPA, besides incorporating a clause that no party to the PPA, i.e., NTPC or TSDiscoms, can terminate the PPA unilaterally as long as TSDiscoms continue as they are, i.e., as the companies of the GoTS. The Commission should get amendments brought about in the subject PPA accordingly. It is a standard practice that, when a corporate entity is transferred to another entity, both liabilities, obligations, assets and rights of the former also would stand transferred to the successor entity.

70. Regarding the amendment in PPA to incorporate a provision to facilitate TSDiscoms to issue notice of termination on par with NTPC, the arguments of TSDiscoms are untenable. Other PPAs of NTPC contained such one-sided provisions is not acceptable justification for the same. Uniformity is no virtue when it contains elements of inequity, one-sidedness and irrationality. TSDiscoms also failed to explain how incorporation of the said amendment is unacceptable and how it would cause any difficulty or harm to NTPC. A PPA should ensure equity and balance in terms of rights and obligations, and interests of both sides.

TSDiscoms' Replies

71. TSDiscoms have already submitted to the Commission that the termination clause would be invoked by NTPC only when further re-organization occurs and the PPA is assigned to private organizations or successors and also, the pre-requisite conditions such as payment security mechanism is not fulfilled. NTPC PPA contained similar provisions as already provided in subsisting PPAs entered with other States in respect of other NTPC projects, in order to maintain uniformity in the PPAs and prayed to the Commission for exemption of its direction in this regard.

72. Since the similar provision is available in other existing NTPC PPAs, this does not cause any harm to TSDiscoms as long as Discoms continue to be the Companies under the GoTS.

73. Many States are willing to relinquish their share in NTPC power projects, due to huge penetration of Renewable Energy (Solar/Wind) capacity, but MoP is not allowing it. Under these conditions, the possibility of termination of PPA by NTPC is very less, as such capacity would become stranded and idle.

Commission's View

74. The Commission has found the submission made by TSDiscoms in order and therefore, the Commission exempts from the direction for amending the Termination clause in PPA.

Issue 7: Acquisition of the plant after completion of agreement term

<i>Commission's View in its Interim Order</i>	<i>Submissions of NTPC</i>	<i>Submissions of TSDiscoms</i>
Though the Commission agrees with the submission of TSDiscoms i.e., " <i>The regulation made by CERC does not stipulate for providing buy-out clause in the PPA.</i> " it desires that endeavour should be made by them to provide for buy-out clause as the project being established as an exclusive one to Telangana State. The Commission is of the view that the tax paid on income gained on this project alone shall be allowed subject to the production of documents regarding liability of taxes on income to be passed on to the procurer(s).	CERC Regulations do not provide for buy-out of the plant after 25 years. Since, the Commission agrees with the submissions of TSDiscoms which is in line with the above.	The Commission made this observation based on the objections/suggestions raised by some of the stakeholders in the Public Hearing held on 20.06.2016, by considering the buy-out provision in case of Gas based power projects (PPAs) set up by IPPs. Whereas the TSTPP Phase-I is being set up by NTPC, a Central PSU, owned by the GoI, and the project tariff is being governed by CERC Tariff Regulations, which do not provide for such buy-out conditions. Further, TSERC Tariff Regulation, 2019 also have not provided for such buy-out condition for State generating Companies.

		Therefore, TSDiscoms prayed the Commission to exempt from compliance of such direction.
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Stakeholder Comments

75. Regarding buy-out, Regulation of CERC or TSERC do not provide for the same is no reason for not incorporating a clause providing for buy-out of TSTPP project after completion of the term of PPA. No Regulation categorically says that such a clause should not be incorporated in PPA. Even while agreeing with the submission of TSDiscoms, the Commission, in its Interim Order, desired that endeavor should be made by TSDiscoms to provide for buy-out clause, as the NTPC project is being established exclusively for Telangana State. Needless to say, TSDiscoms have been paying fixed charges during the period of PPA which cover about 90% of the capital cost of the plant, return on equity and interest on debt fully. Moreover, the project is being set up in Telangana State and exclusively for Telangana State as per the Act passed by the Parliament which is not the case with other CGS. By providing for buy-out clause in the PPA, NTPC will get terminal value of the project and would not incur any loss. Therefore, the Commission should direct both the parties to the PPA to incorporate buy-out clause with appropriate terms and conditions. If any section/clause in any Regulation or any deficiency therein is irrational and imbalanced and detrimental to larger consumer interest, the same needs to be amended. That is the reason why in every Regulation a saving clause is incorporated to the effect that the Commission concerned can deviate from the Regulation by recording the reasons therefor in writing. After all, all future eventualities cannot be foreseen in advance.

76. Regarding need for incorporating buy-out provision in the subject PPA, the TSDiscoms maintained that whereas, there is no such provision in PPAs related to TSGenco (or) CGS, whereunder the tariff is determined under Section-62 of the Electricity Act 2003. TSDiscoms submitted that the Commission would ensure uniformity in all the provisions of PPAs subsisting with TSGenco plants/CGS plants and hence, the deviation from Tariff Regulation proposed by the stakeholder may not be possible. However, State Genco plants continue to be property of the State Government and their entire capacity is intended for TSDiscoms to meet demand in the State and hence, the need for buy-out clause does not arise. In the case of private projects or CGSs, that is not the position. The so-called uniformity is no virtue and it

cannot be a justifiable ground to continue a deficiency or defect or manipulation to recur and continue.

TSDiscoms' Replies

77. TSDiscoms already submitted that the Regulatory Commissions can determine tariff of generating Stations under Section-62 of the Electricity Act, 2003 as per the Tariff Regulations framed by them only and Regulatory Commissions generally do not deviate from the same. The stakeholder might have raised this issue based on the PPAs with gas based IPPs, which had provided for buy-out option to TSDiscoms. In case of Private gas IPPs, the tender conditions had stipulated for buy-out condition also, hence, it was provided in their PPAs. Whereas there is no such provision in PPAs related to TSGenco (or) CGS, where-under the tariff is determined under Section 62 of the Electricity Act 2003.

78. The Commission would ensure uniformity in all the provisions of PPAs subsisting with TSGenco/CGS Plants and hence, the deviation from Tariff Regulations proposed by the stakeholder may not be possible. It is required to appreciate the legal implications in regard to buy-out clause incorporation in the PPA. CERC and TSERC Regulations do not provide for buy-out of the plant after 25 years. Moreover, after 25 years, there will be huge penetration of renewable energy capacity and the renewable energy has to be encouraged to reduce green gas emissions.

Commission's View

79. The Commission, in the Interim Order, had desired that endeavour should be made by TSDiscoms to provide for buy-out clause as the NTPC project is being established exclusively for Telangana State. However, NTPC and TSDiscoms submitted that CERC Regulations do not provide for buy-out of the plant after 25 years and in addition, there is no specific clause for buy-out of the project as per the TSERC Tariff Regulation, 2019. Therefore, the Commission exempts from compliance of such direction.

Issue 8: Details of Projects

Stakeholder Comments

80. In the Interim Order of the Commission dated 30.07.2016, it is specified that TSSPDCL vide a letter dated 14.02.2016 has furnished details of estimated cost as

Rs.9954.20 Crore and COD of Unit-I as 52 months from zero date indicated in the investment approval. The COD of subsequent unit shall be at an interval of 6 months thereafter. The Commission should direct TSDiscoms to reassess the details given in the TSSPDCL letter to the Commission. Now, it is more than 65 months since the PPA was signed on 14.02.2016 and therefore, clarity on the present status of project is required in terms of following:

- (i) Any revision in the estimated cost;
- (ii) Filing of NTPC before CERC for approval of projected cost;
- (iii) Status of Project Financing;
- (iv) Revalidation of No Objection Certificate (NOC) from Airports Authority of India (AAI), which was valid till the year 2018;
- (v) Status of the Environmental Clearance from The Ministry of Environment, Forest and Climate Change (MoEF&CC) for the new Coal linkage; and
- (vi) Current zero date for the project and expected COD.

81. TSDiscoms in their reply has submitted that the present project is within the investment approval accorded by NTPC and NTPC has not yet filed a Petition before CERC for determination of capital cost and tariff. It will be filed before COD of Unit-I, i.e., May 2022. TSDiscoms would have been conducting periodic review with NTPC to assess project progress and escalation of costs. However, their reply on this pertinent issue of project financing is incomplete and unsatisfactory. NTPC should have clear picture by now on these issues.

TSDiscoms' Replies

82. The NOC from AAI is for Chimney, the construction of which was started within the validity period and is already completed. MoEF&CC vide OM dated 11.11.2020 has clarified that power plants can change the coal source without seeking the amendment in Environment Clearance. The zero date of the TSTPP project is 29.01.2016. Tentative dates of COD for Unit-I and Unit-II are May 2022 and September 2022, respectively. Further, TSDiscoms are conducting periodic review with NTPC to assess progress of TSTPP.

83. NTPC has not yet filed a Petition before CERC for determination of capital cost and tariff. The same will be filed before COD of Unit-I. NTPC makes general purpose borrowings for capacity addition. Financing of NTPC project is done on NTPC's balance sheet and its capacity to raise the debt. Financial closure is accorded with investment approval of the project.

Commission's View

84. The Commission is of the view that the details of project cost shall be clear once the plants are close to COD and NTPC files Petition before CERC for approval of capital cost & Tariff. The Commission directs TSDiscoms to make all necessary efforts by providing comments on the submissions made by NTPC for prudent determination of capital cost and tariff by CERC.

Issue 9: Delay in Execution of the Project

Stakeholder Comments

85. Details like the stage of execution of TSTPP (Phase I) and COD are required to be examined. If there is impermissible delay in execution of the project, as per terms and conditions in the PPA or Regulation in force during that period of execution, impermissible additional capital expenditure and IDC during the period of impermissible delay need to be examined and rejected. Liquidated damages should be collected from NTPC for the impermissible delay and failure to generate and supply power to the TSDiscoms during the period of delay.

86. It should also be checked whether there have been any orders from the National Green Tribunal (NGT) imposing restrictions on NTPC for not fulfilling legally binding obligations for controlling emissions from the subject plant at required level, and if so, whether the failure of NTPC to fulfil the same in time led to avoidable delay in execution of the project and escalation in cost. TSDiscoms have to agitate their legitimate concerns before CERC, if a Petition for determination of tariff comes up for hearing. The Commission, if it sticks to the stand that CERC has to decide tariff for the subject plant, should direct TSDiscoms to agitate their concerns before CERC to protect larger consumer interest in an effective manner.

87. Regarding notice of NGT issued to NTPC TSTPP Phase-I, as of now, no data is available in the office of TSDiscom. The information should be available in the office

of NTPC. That is the reason why NTPC, as the respondent in the subject Petition, should participate in the regulatory process of the Commission, make their submissions, submit their responses and clarify factual position relevant to the subject issue. It is for NTPC to make submissions before the Commission on how the subject project is being implemented, what kind of problems, if any, it has been encountering in execution of the project, when CODs of its units would be declared and when it would submit its Petition to CERC for determination of permissible capital cost and tariff of the project, etc.

TSDiscoms' Replies

88. As opined by the stakeholder, TSDiscoms will put forth its views before CERC once the Tariff Petition is filed by NTPC in respect of TSTPP Phase-I. CERC would examine the prudence of the capital cost of TSTPP Phase-I including IDC & IEDC based on guidelines framed by Hon'ble APTEL in its judgment in O.P.No.72 of 2010 in delay computation and sharing of IDC between the parties.

89. Regarding notice of NGT issued to NTPC TSTPP Phase-I, as of now, no data is available in Offices of TSDiscoms.

Commission's View

90. The Commission is inclined to accept the reply of TSDiscoms. The Commission directs TSDiscoms to make all necessary efforts by providing comments on the submissions made by NTPC for prudent determination of capital cost and tariff by CERC.

Issue 10: Delay in amendments in PPA

Stakeholder Comments

91. In the Interim Order dated 30.07.2016, the Commission directed TSDiscoms to negotiate with NTPC and file Supplementary PPA incorporating the amendments in line with views of the Commission. However, both the parties signed PPA on 09.04.2021 and incorporated only one marginal amendment instead of incorporating all amendments suggested in the Interim Order. TSDiscoms took five years to incorporate one marginal amendment, which means parties defied the directions of the Commission. Therefore, TSDiscoms should provide reasons for delay in signing PPA.

92. TSDiscoms submitted that *"no consensus was arrived between TSDiscoms & NTPC on the directions given by TSERC and this led to a standstill in the discussions. Meanwhile, the Members and Chairman of the Commission demitted the Office, followed by COVID-19 Pandemic restrictions and therefore, parties could not proceed in the matter. The inordinate delay occurred in signing the Supplementary PPA with NTPC is because of the factors/events beyond the control of the Parties."* However, it is noted that before the TSERC became defunct with the posts of Chairman and Members remaining unfilled, from the date of the Interim Order given by the Commission in 2016 till the Commission became defunct, the gap has been very long and there has been no justification for the inordinate delay in signing and filing the Supplementary PPA seeking consent of the Commission during that period. TSDiscoms failed to explain what those factors and events which were beyond the control of the parties to the PPA which are being claimed as the reasons for such inordinate delay.

93. An early filing of a Petition and determination of tariff by CERC would make subsequent claims of NTPC for increase in capital cost of the project and impermissible delay in execution as per the then applicable regulations. Terms and conditions in the PPA are invariably interlinked with the process of determining permissible capital cost and tariff. In other words, even for determination of tariff, CERC has to take into account the applicability of terms and conditions in the PPA as approved by the Commission. The Commission, in its Interim Order, specified that the Commission is in agreement with the statement of the TSDiscoms regarding determination of tariff on ad-hoc basis or regular basis.

94. TSDiscoms in their reply, has informed that NTPC expressed its inability to carry out the amendments to the subject PPA as per Interim Order dated 30.07.2016 since they are contrary to the standard/existing PPAs it had already entered with TSDiscoms and other States in respect of other NTPC projects. TSDiscoms should clarify when NTPC has expressed its said inability to carry out the amendments and whether any discussions on the issues have taken place between TSDiscoms and NTPC. If so, TSDiscoms should submit the correspondence between the parties, and minutes of their discussions, if recorded in writing. It is required to ascertain the specific stand taken by TSDiscoms on each point. The terms in the standard/existing PPAs

NTPC had with TSDiscoms or different States for supplying power from its respective stations are not binding on the Commission. NTPC intends that the Commission should give its consent to the PPA as signed and submitted by the parties thereto. However, the Commission has every authority to direct the parties to the PPA to amend it as directed by it.

95. TSDiscoms submitted that the legal position on the order of priority is that the Electricity Act, 2003, the Regulation made thereunder, and PPA would follow the sequence. In case PPA terms & conditions are inconsistent with CERC Tariff Regulations, to the extent of inconsistency, CERC Tariff Regulation will prevail over the PPA provisions. Therefore, NTPC expressed its inability to deviate from the CERC Tariff Regulation as well as directions of the MoP, GoI. The Commission is an independent quasi-judicial body same as CERC. The Regulations of CERC are not binding on the Commission. The Commission can adopt Regulations of CERC or take an independent decision as per its applicable Regulations and exercise its discretionary powers as well to deviate from the Regulations for reasons to be recorded in writing. Similarly, the directions of MoP, GoI, to NTPC are not binding on the Commission.

96. The Commission should ensure that the amendments are incorporated as directed in the Interim Order dated 30.7.2016. The Commission should direct parties to the PPA to sign and submit the amended PPA accordingly for record purpose, making it clear that the amended PPA would come into force after such submission.

TSDiscoms' Replies

97. The reason for the inordinate delay in signing the Supplementary PPA with NTPC is that the Commission, in consideration the objections raised by stakeholders in the Public Hearing held on 20.06.2016, directed TSDiscoms to incorporate the same in the PPA by negotiating with NTPC, in line with the terms & conditions of subsisting PPAs with Private Gas based IPPs, such as acquisition/buy-out Clause, termination of agreement, penalty for reduced generation, etc.

98. However, NTPC, being a Central Generating Station (CGS), owned by the GoI, which is bound by the directions of MoP, as well as CERC Tariff Regulations, expressed its inability to carry out the amendments contrary to the standard/existing

PPAs it had already entered with different States in respect of other NTPC projects, except for power evacuation to be taken up by STU network instead of PGCIL network, since the delivery point of power supply would be ex-bus of TSTPP Phase-I.

99. Regarding the objection raised that *"CERC has to take into account the applicability of terms & conditions of PPA as approved by the Commission"*, the legal position on the order of priority is that the Electricity Act, 2003, the Regulations made there-under, & PPA would follow the sequence and in case PPA terms & conditions are inconsistent with CERC Tariff Regulations, to the extent of inconsistency, CERC Regulations will prevail over the PPA provisions. Therefore, NTPC expressed its inability to deviate from CERC Tariff Regulations as well as from MoP directions.

100. Due to the aforementioned reasons, no consensus was arrived between TSDiscoms and NTPC on the directions given by TSERC which led to a standstill in the discussions. Meanwhile, the Members and Chairman of the Commission demitted the Office, followed by COVID-19 pandemic restrictions and therefore parties could not proceed in the matter. The inordinate delay occurred in signing the Supplementary PPA with NTPC is because of the factors/events beyond the control of the parties.

101. After the new Commission has assumed office, TSDiscoms apprised the issues related to TSTPP Phase-I on 09.11.2020 and persuaded the Commission for amending the PPA to the extent of power evacuation by STU besides seeking exemption from other directions in the Interim Order and accordingly signed the Supplementary PPA with NTPC.

102. TSDiscoms vide memo dated 03.01.2020 and additional submissions dated 19.11.2020, have already submitted to the Commission the remarks of NTPC and views of TSDiscoms on the directions in the Interim Order dated 30.07.2016 to incorporate the amendments to the terms of the PPA for TSTPP.

Commission's View

103. The Commission is in agreement with the response of the TSDiscoms that the inordinate delay occurred in signing the Supplementary PPA with NTPC is mostly because of the factors/events beyond the control of the parties. As regards the submission of stakeholders on the amendments in PPA as per the Interim Order, the Commission has discussed these issues in earlier paragraphs of this Order.

Issue 11: Capacity of TSTPP Phase-II***Stakeholder Comments***

104. As of now, no agreement has been signed by TSDiscoms with NTPC in respect of TSTPP Phase-II. TSDiscoms are not in a position to assert with any degree of certainty the need for the balance 2400 MW from TSTPP Phase II. Whether TSDiscoms require 1600 MW under Phase I of the subject project is also a moot point which needs to be examined realistically. Many States are willing to relinquish their share in NTPC power projects, due to huge penetration of Renewable Energy capacity, but MoP, GoI, is not allowing it. Therefore, it is all the more necessary for TSDiscoms to determine whether power from the subject project is required or not. They cannot go on haphazardly entering into long-term PPAs to purchase power from different sources, without any realistic medium and long-term load forecast, resource plan, procurement plan, etc.

105. Therefore, the Commission should direct the TSDiscoms to submit these details and the Commission should also hold public hearings on the same. Based on the order to be issued by the Commission on long-term load forecast, etc., need should be considered for purchasing power from any power project, including the subject project.

TSDiscoms' Replies

106. TSTPP project is intended for Telangana State only. However, as regards the balance TSTPP capacity of 2400 MW (3x800 MW) under 2nd Phase, it can be considered only after the 1st Phase (2x800 MW) is commissioned and coal linkage issues are resolved. Further, the huge capacity addition by TSGenco would also be taken into consideration in order to assess whether there is a need to go for 2nd Phase of TSTPP. As of now, no agreement has been signed by TSDiscoms with NTPC in respect of TSTPP Phase-II.

107. Long term load forecast assessment is being done before entering into the PPA considering the anticipated future load growth of 8% including Lift Irrigation Loads of Kaleswaram, Palmuru Rangareddy, Sitaram Projects (around 8000 MW) and 24x7 power supply for the additional Agriculture pump sets in the State.

Commission's View

108. The Commission noted that TSDiscoms have not signed PPAs with NTPC in respect of power procurement TSTPP Phase-II. By considering ever growing peak demand & energy requirement, present installed capacity, capacity additions in progress, retirement of thermal units and 5% spinning reserve, there is dearth for additional power projects based on Thermal, Hydro and Renewable mix to derive timely benefits. It is thus clear that an increase in generating capacity is essential in order to reduce the shortfall of electrical power and to meet the present and future agricultural power demand as well as other developmental activities in Telangana State. However, the Commission also finds the merit in the submissions of the stakeholders that TSDiscoms should undertake realistic medium and long-term load forecast, resource plan, procurement plan, etc. before entering into new PPA. The Commission, in its Order in O.P.No.15 to 19 of 2021 dated 06.08.2021 has already directed TSDiscoms to submit Power Procurement Plan as per the Commission's Guidelines issued on Load Forecasts, Resource Plans and Power Procurement Plan for approval of the Commission.

109. As discussed in the foregoing paragraphs on dealing with the issues related to consent of referred PPAs, the Commission hereby accords the consent to the PPAs dated 18.01.2016 along with their Supplementary PPAs filed by TSDiscoms for TSTPP Phase-I.

110. Accordingly, this matter is disposed of.

This Order is corrected and signed on this the 25th day of August, 2021.

Sd/-
(BANDARU KRISHNAIAH)
MEMBER

Sd/-
(M.D.MANO HAR RAJU)
MEMBER

Sd/-
(T.SRIRANGA RAO)
CHAIRMAN

//CERTIFIED COPY//

[illegible]

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Annexure-2**List of stakeholders who submitted written objections/suggestions**

Sl. No.	Name of the stakeholder
1)	Sri M.Venugopal Rao, Senior Journalist & Convener, Centre for Power Studies, Hyderabad.
2)	All India Furnaces Association South Central Region (SCR), Hyderabad
3)	Federation of Telangana Chambers of Commerce and Industry (FTCCI), Hyderabad.

Annexure-3**List of stakeholders who attended the virtual Public Hearing on
14.07.2021 & 20.07.2021**

Sl. No.	Name of the stakeholder
1)	Sri M.Venugopal Rao, Senior Journalist & Convener, Centre for Power Studies, Hyderabad.
2)	Federation of Telangana Chambers of Commerce and Industry (FTCCI), Hyderabad.



एन टी पी सी लिमिटेड
(भारत सरकार का उद्यम)
NTPC Limited
(A Govt. of India Enterprise)

Ref.No:01:CD

Date: 05.10.2023

To,
The Joint Managing Director,
Telangana State Power Coordination Committee,
Vidyut Soudha, Khairathabad,
Hyderabad.
Telangana 500082

Subject: Offer of Power from Telangana STPP- II (3x800MW)

Sir,

NTPC is in the process of setting up Telangana Stage -II (3x800MW).

The indicative tariff of Telangana Stage -II (3x800 MW) is as given below:

	First year Tariff	Levelised Tariff
Fixed Charge (Rs/KwH)	2.07	1.76
Variable Charge (Rs/KwH)	2.05	2.05
Total Tariff (Rs/KwH)*	4.12	3.81

*The final tariff would be as determined by CERC.

The above is an expansion project of Telangana stage-I (2x800MW) and is in line with the AP reorganization Act 2014. Kindly provide your consent at the earliest for availing power from Telangana Stage-II (3x800MW) indicating the quantum of power for facilitating early execution of project.

Thanking you,

Yours sincerely,

Shankar Suman

GM (Commercial)

Copy :

—CMD, TSNPDCL

—CMD, TSSPDCL

पंजीकृत कार्यालय: एनटीपीसी भवन, स्कोप कॉम्प्लेक्स, 7 इंस्टीटयुशनल एरिया, लोधी रोड, नई दिल्ली - 110 003

Regd Office: NTPC Bhawan, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi - 110 003

Corporate Identification Number L40101DL1975GOI007966, Telephone No: 011-2436 2067

TELANGANA STATE POWER COORDINATION COMMITTEE

From
The Chairman and Managing Director
(Fin, Comm & HRD),
TGTTRANSCO, Vidyut Soudha,
Hyderabad.

To
The Secretary to Govt.
Energy Department,
Dr. B.R. Ambedkar Telangana
State Secretariat, Hyderabad.

ss/energy
Pl. circulate

ll

Lr.No. JMD/ED(Comm)/SE(IPC)/D.No. /24, Dt: .09.2024

Sir,

Sub: TSPCC – IPC Wing – NTPC offer of Power from Telangana
STPP-II (3x800 MW) – Reg.

- Ref: 1. NTPC letters dated: 05.10.2023, 09.01.2024 and 29.01.2024.
2. Lr.No. JMD/ED(Comm)/SE(IPC)/D.No.161/23, Dt:25.11.2023
3. Lr.No. JMD/ED(Comm)/SE(IPC)/D.No.196/23, Dt:17.01.2024
4. Lr. No. JMD/ ED (Comm)/ SE (IPC)/F. N-28/ D. No. 217/23,
Dt:10.02.2024
5. NTPC letter dated: 29.04.2024.

Kind attention is invited to the references cited above, wherein NTPC has informed that they are in the process of setting up Telangana STPP Stage-II (3x800MW) and requested to provide TGDISCOMs consent for availing power from Telangana STPP Stage-II (3x800 MW) indicating the quantum of power required for facilitating early execution of the project.

2 The initial proposal dt:05.10.2023 from NTPC was submitted to Government vide letter cited in reference (2) above, stating that NTPC is establishing 4000 MW power facility as mandated in AP Reorganisation Act and requested for suitable directions on NTPC Offer from NTPC Phase-II of 2400 MW at Ramagundam.

3 Subsequently, based on the reminder dt:09.01.2024 from NTPC, a letter cited in reference (3) was addressed duly appraising the energy deficit position in the state by FY2028-29 as obtained from the approved Resource Plan of TGERC and the peak and energy deficits in future as obtained from the CEA 20th EPS Report and requested for directions on NTPC offer.

4 Further, based on the NTPC letter dated: 29.01.2024, GoTG was addressed vide reference 4th cited with due analysis of the tariffs under different possible options like 2400 MW Telangana STPP Stage-II Thermal, RTC Power with combination of Solar, Wind & PSP and Peak hour/RTC supply with combination of Solar, Wind and Battery Energy Storage System (BESS) and requested for orders whether to go ahead with thermal power or to procure power from hybrid Solar, Wind and PSP/BESS.

5 Further, NTPC vide reminder letter dated: 29.04.2024 in the reference (5th) cited, once again requested for consent for off-take of power from TGSTPP Stage-II duly specifying the desired quantum of power required if any.

In this regard, it is to submit that CEA has revised the resource adequacy (RA) report with projections till FY 34-35 considering the latest demand growth of Telangana for FY 24 and recommended coal-based capacities per year to meet its demand reliably along with the other wind/Hydro/other RE based capacities.

As per the CEA revised Resource adequacy Report, CEA has recommended thermal contracted capacity of

- 15,893 MW by FY 30 and
- 16,966 MW by FY 35

7 Telangana currently has 9,212 MW of contracted thermal capacity (excluding Chhattisgarh PPA)

8 Another 4,000 MW is being added through commissioning of Yadadri Thermal Power Stations (YTPS)

9 Considering the current and planned capacity additions, the state would need additional 2,681 MW by FY 29-30 & FY 3,754 MW by FY 34-35

27

Year	Thermal capacity recommendations (as per CEA RA study)	Thermal capacity expected*	Shortfall
FY 29-30	15,893 MW	13,212 MW	2,681 MW
FY 34-35	16,966 MW	13,212 MW	3,754 MW

*considering continuation of existing PPA's and no retireals

15 However, while meeting the future energy demands in the State, TGDISCOMs shall also ensure proper mix of energy from Renewable Energy sources to comply with the year-wise RPPO targets recently mandated by MNRE, vide notification dated 22.10.2023.

With the proposed additions in Renewable energy, adding new thermal in a large scale will pose significant challenges in grid integration, requiring significant backing down of thermal stations even below their technical minimum during high RE periods and requiring complete shutdown during non-peak months. This will further increase the cost of generation from these new thermal stations

12 TGPCC during the meeting held on 29.08.2024, examined different combinations of energy, apart from thermal energy, i.e., Solar, Wind, Pumped Storage Projects (PSP), Renewable - round the clock (RE - RTC), Firm Despatch Renewable Energy (FDRE), Battery Energy Storage System (BESS) etc, in the light of the CEA report.

1 These alternate sources can be used as a substitute for thermal plan and at the same time help the state meet renewable energy obligations.

13 The tariff discovered in the recent tenders like RE-RTC (Tariff range 4-4.5 Rs/kWh), RE with Storage peaking tenders (4-5 Rs/kWh) and FDRE are

competitive compared to expected tariff from thermal plants and can be customized to the specific needs of Telangana demand profile

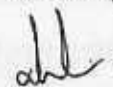
15 The above alternative sources can be commissioned in shorter time period (18-24 Months) compared to thermal plant which take 50 + months to commission. The capacities can also be added modularly compared to all 800 MW which will be added at once for thermal plants.

16 There are also planned capacity additions of 1X800 MW Singareni STPP stage-II and expansion of existing thermal stations at Ramagundam .

17 Considering the thermal requirement as recommended by CEA, availability of alternate RE based options with competitive tariff, their faster commission time and modularity, it is to submit that TGPCC recommended to consider purchasing power from 1 unit (1x800 MW) of Telangana STPP Stage-II as against power sale offered from 3 units (3x800 MW), for ensuring Economic Load Generation Balance, reliability of meeting demand, along with appropriate capacity mix of energy from various Renewable Energy sources.

18 Further, TGPCC recommended to take power from NTPC's Telangana STPP Stage-II, duly insisting them on connectivity of the plant (one unit of 800 MW) to TGTRANSCO network to avoid ISTS charges and losses.

Yours faithfully,



Chairman and Managing Director
TGTRANSCO

Encl: As stated above

Copy Communicated to:

The Chairman & Managing Director/TGSPDCL/Mint Compound/ Hyderabad.
The Chairman & Managing Director/TGNPDCL/Nakkalagutta/Warangal.

JMD (Fin, Comm, & HRD)
TGTRANSCO.
Inward No: 4394
19 OCT 2024
ED/Type CE/
FA & CCA / CGM(HRD)
J.S. S.P. OSD S.O. P.S.
Date: 05.10.2024

2.5

GOVERNMENT OF TELANGANA
ENERGY DEPARTMENT

Lr.No. Energy-P2/NTPC/1/2024-P2

From
The Secretary to Government,
Energy Department,
Telangana Secretariat, Hyderabad.

To
The Chairman & Managing Director
TRANSCO/ TGPCC, Hyderabad.

Sir,

Sub: Energy Department - TGPCC- IPC-Wing -NTPC offer of Power from
Telangana STPP-II (3X800MW) -Directions - Reg.

Ref: From the CMD TG TRANSCO, Lr.No.JMD/ED(comm) SE(IPC)/F.N-
28/D.No. /24, Dt: .09.2024.

<<>>

I am to invite your attention to the reference and subject cited.

I am to inform you that government have agreed to purchase power from NTPC i.e., 1 unit (1x800 MW) of Telangana STPP Stage-II as against power sale offered from 3 units (3x800 MW), duly insisting NTPC on connectivity of the plant (one unit of 800 MW) to TGTRANSCO network to avoid ISTS charges and losses.

2. The Chairman & Managing Director TRANSCO/TGPCC, Hyderabad shall take further action accordingly.

Yours faithfully,

for Secretary to Government

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21/10

TELANGANA POWER COORDINATION COMMITTEE

From
The Chairman & Managing Director
TGTRANSCO and
Chairman/TGPCC,
Vidyut Soudha,
Hyderabad.

To
The Chairman and Managing Director,
NTPC Limited,
Scope Complex,
Lodhi Road,
New Delhi-110003.

Lr.No. CMD/ED(CommI)/SE(IPC)/D.No. 141/24, Dt: 07.10.2024

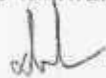
Sir,

Sub: TGPCC – IPC Wing – NTPC offer of Power from Telangana STPP–
II (3x800 MW) – Reg.

It has been informed that NTPC is in the process of setting up of Telangana STPP Stage-II (3x800MW) in line with the AP Re-Organization Act 2014. Further, NTPC has requested to provide consent for availing power from Telangana Stage-II (3x800 MW) and also to indicate the quantum of power for facilitating early execution of the project.

In this regard, consent is hereby accorded for availing power from one unit (1x800 MW) of Telangana STPP Stage-II and to connect the above unit to TGTRANSCO network.

Yours faithfully,



CMD /TGTRANSCO &
Chairman/TGPCC

Copy submitted to:

The Secretary to Govt, Energy Department, Dr. B.R. Ambedkar Telangana State Secretariat, Hyderabad.

Copy to:

The Chairman & Managing Director/TGSPDCL/Mint Compound/ Hyderabad.
The Chairman & Managing Director/TGNPDCL/Nakkalagutta/Warangal.



एनटीपीसी लिमिटेड
(भारत सरकार का उद्यम)
NTPC Limited
(A Govt. of India Enterprise)

Ref. No: 01:CD:

Date: 31.05.2025

To,
Executive Director (Commercial)
TGPCC,
Vidyut Soudha,
Hyderabad-500082.

Sub: Response to Letter Dtd.23.05.2025, regarding connectivity for Telangana-II (3x800 MW) Project

Ref:

1. TGPCC letter dated: 07.10.2024
2. Your letter dated :09.01.2025
3. Minutes of Special Meeting held on 04.04.2025 at SRPC, Bengaluru
4. Joint Study Meeting held on 24-25 April 2025 at Thrissur, Kerala
5. Your letter dated 23.05.2025.

Dear Sir / Madam,

This has reference to your letter dated 23.05.2025 regarding the consent for availing power from one unit (1x800 MW) and arranging connectivity from the Telangana Stage-II (3x800 MW) power project to the TG TRANSCO network. In this regard, referring to the minutes of the special meeting held on 04.04.2025 at SRPC, Bengaluru, attended by SRPC, CTUIL, SRLDC, TG TRANSCO, and NTPC, we would like to inform you that:

1. NTPC has applied for dual connectivity for the Telangana Stage-II project, comprising 800 MW under the State Transmission Utility (TGTRANSCO) and 1600 MW under the Inter-State Transmission System (ISTS) through CTUIL, in line with the provisions of the CERC Connectivity and GNA Regulations, 2022. (NTPC has submitted the connectivity application to TGTRANSCO vide letter Ref. No. CC-PEE/9591/Telangana-II/CONN/STU dated 26.12.2024, which has been duly acknowledged by your esteemed office.)
2. With reference to your letter dated 09.01.2025, a special meeting was convened on 04.04.2025 at SRPC, Bengaluru, involving representatives from SRPC, CTUIL, SRLDC, TG TRANSCO, and NTPC. During the meeting, NTPC clarified that the Telangana Stage-II project had been conceptualized as a 3x800 MW configuration from inception, and all statutory clearances, planning activities were carried out and Limited Notice to Proceed for the main plant package was issued to BHEL accordingly. Therefore, it is not feasible to isolate and dedicate a single unit from the project exclusively for connection to the existing STU network. It was also informed that the Stage-II (3x800 MW) configuration has been designed with common Coal Handling Plant (CHP), Ash Handling Plant (AHP), and water systems catering to all three generating units.

पंजीकृत कार्यालय: एनटीपीसी भवन, स्कोप कॉम्प्लेक्स, 7 इन्स्टीटयुशनल एरिया, लोधी रोड, नई दिल्ली - 110 003

Regd Office: NTPC Bhawan, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi - 110 003

Corporate Identification Number L40101DL1975GOI007966, Telephone No: 011-2436 2067

3. It was also apprised that the entire Telangana project—comprising Stage-I (2x800 MW) and Stage-II (3x800 MW), totaling 4000 MW - was initially envisaged exclusively for the State of Telangana, in line with the provisions of the Andhra Pradesh Reorganization Act, 2014. However, as Telangana State (TGPC) has accorded consent for only 800 MW from Stage-II (out of 2400 MW), NTPC has proceeded to develop the project as an Inter-State Generating Station (ISGS) with ISTS connectivity. Accordingly, a connectivity application was submitted to CTUIL for 1600 MW to facilitate the finalization of the complete evacuation scheme covering both STU and ISTS systems.
4. Based on the above discussions and as agreed during the special meeting held on 04.04.2025, a joint study meeting was subsequently conducted at Thrissur on 24–25 April 2025, in the presence of CTUIL, TGTRANSCO, SRPC, SRLDC, and NTPC to finalize the power evacuation plan for the Telangana Stage-II project (3x800 MW).

The key outcomes relevant to connectivity and as agreed during joint study meeting are as follows:

- a) During the joint study meeting deliberations, NTPC reiterated that as discussed & informed during Special Meeting held on 04.04.2025 at SRPC, Bengaluru, for Telangana Stage-II (3x800 MW), a new 400 kV generation switchyard has been envisaged to integrate all three generating units and it is not feasible to connect one unit (1x800MW) out of 3x800MW to the existing Telangana-I (2x800MW) switchyard of 400KV bus.
- b) NTPC also informed that the 400 kV switchyard of Stage-II will be interconnected with the Stage-I switchyard through a quad line, including interconnection bays, which are within the scope of NTPC. The interconnection tie-line breakers will be closed only to meet the initial start-up power requirements for commissioning Unit #1 of Telangana Stage-II (3x800 MW), or under emergency conditions. Under normal operating conditions, the interconnection tie-line will remain open.
- c) Considering the above, CTUIL, in coordination with TG TRANSCO (Power Systems), carried out an integrated study of the combined system. Based on the study, the following evacuation scheme was explored and agreed upon as the most suitable option, enabling TG TRANSCO to utilize the existing transmission lines of Stage-I to meet the power evacuation requirements of both Stage-I and Stage-II.

- i. CTUIL proposed that **NTPC provide a series reactor** at the interconnection between the Stage-I and Stage-II quad line to limit the fault level within 50 kA. **It was further informed that this arrangement would not require any diversion of existing STU lines to the Stage-II switchyard, nor would it necessitate additional transmission lines for TG TRANSCO.** The existing double-circuit lines to Ramadugu and Narsapur would adequately meet the power evacuation requirements of both Stage-I and Stage-II for TG TRANSCO, while also fulfilling the N-1 transmission planning criteria. NTPC & TG TRANSCO agreed to the above proposal made by CTUIL.
- ii. SRPC also clarified that the CERC (Sharing of Inter- State Transmission Charges and Losses) Regulations provide the option for a state to develop its own STU network to avail its share of power. In such cases, there will be no additional ISTS transmission charge liability, provided the STU system meets the transmission planning criteria for evacuation of the state's share from the generating station. The system indicated at sl. no. i above meets this requirement.

As discussed in the above meetings, NTPC is considering establishing a new 400 kV generation switchyard for Stage-II, which will connect all three generating units. This switchyard will be interconnected with the Stage-I switchyard through a quad line.

NTPC reiterates its commitment to extend all support and coordination with TGTRANSCO and CTUIL to finalise the evacuation and connectivity plan in the interest of early operationalisation of Telangana Stage-II project.

We trust the above clarifies NTPC's position and ongoing actions. We remain available for any further joint deliberations on connectivity issues.

Thanking you,

Yours sincerely,

Shankar Saran

(Shankar Saran)
GM, Commercial

TELANGANA POWER COORDINATION COMMITTEE

From
The Chairman/TGPCC &
Chairman & Managing Director/
TGTRANSCO,
Vidyut Soudha,
Hyderabad.

To
The Principal Secretary to Govt.,
Energy Department,
Dr. B.R. Ambedkar Telangana
State Secretariat, Hyderabad.

Lr.No. CMD/ED(Comm)/SE(IPC)/D.No. 126/25, Dt: 26.08.2025

Sir,

Sub: TGPCC – IPC Wing – NTPC offer of Power to TGDISCOMs from Telangana STPP Stage-II (3x800 MW) – Reg.

- Ref: 1. NTPC letter dated: 29.04.2024
2. Lr.No.CMD/ED(Comm)/SE(IPC)/F.N-28/D.No./24, Dt.: 09.2024
3. Lr. No. Energy-P2/NTPC/1/2024-P2, Date: 05.10.2024.
4. Lr.No. CMD/ED(Comm)/SE(IPC)/D.No.140/25, Dt: 07.10.2024.
5. Petition dated: 04.02.2025 filed before TGERC seeking consent for availing power from 1x800 MW TSTPP Stage-II.
6. TGERC consent vide orders dt: 17.05.2025 in O.P.No.31 of 2025.
7. SRPC Meeting dated: 04.04.2025 at SRPC, Bengaluru.
8. NTPC Letter dated: 31.05.2025.
9. Minutes of Meeting dated: 13.06.2025.

The Govt. of Telangana vide letter 3rd cited above, accorded consent to TGDISCOMs to avail power from one Unit (1x800 MW) of Telangana STPP Stage-II as against power sale offered from 3 units (3x800 MW), duly insisting NTPC on connectivity to the plant (One unit of 800 MW) to TGTRANSCO network to avoid ISTS charges and losses.

The above consent of Government of Telangana was communicated to NTPC vide letter 4th cited above. NTPC Stated that if single unit is dedicated and that unit undergoes a shutdown, Telangana State would face a complete power outage from this allocation.

A petition was filed on 04.02.2025 before TGERC seeking consent to avail 1x800MW from the proposed Telangana STPP Stage-II and accordingly TGERC issued consent vide order dated: 17.05.2025.

Meanwhile, TGDISCOMs/TGPCC had meetings with NTPC, SRPC, CTUIL, CEA and TGTRANSCO officials on 04.04.2025 and 13.06.2025. During the meetings and vide letter dated: 31.05.2025, NTPC has clarified that the project (TSTPP Stage-2) had been conceptualized as 3x800MW, since inception, and that all statutory clearances, planning activities had been taken for the complete station as a whole. Accordingly, the systems, like auxiliary power, ash handling plants(ASP), Coal Handling Plants (CHP), water systems etc. were designed considering all the units together and that it would not be feasible to isolate one unit technically and commercially from the project to connect to STU system. During the meeting with regard to the discussions on payment of transmission charges, it was clarified that regulations provide for option to develop STU system for availing state share and there would not be additional inter-state transmission charge liability.

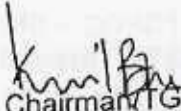
In view of the above, TGPCC management having examined the constraints expressed by NTPC, propose to avail power share of 800 MW from the proposed 3x800



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MW Telangana STPP Stage-II instead of exclusively from one Unit, since, in either case, ISTS charges and losses will not be applicable as the power is injected into the State Transmission Utility (STU) network.

In light of the above submissions, it is requested that approval may be accorded to avail a share of 800 MW power from the upcoming 3x800 MW Telangana STPP Stage-II of NTPC.

Yours faithfully,


Chairman TGPC&
Chairman & Managing Director/
TGTRANSCO

Copy Communicated to:

The Chairman & Managing Director/TGSPDCL/Mint Compound/ Hyderabad.

The Chairman & Managing Director/TGNPDCL/Nakkalagutta/Hanamkonda.



**GOVERNMENT OF TELANGANA
ENERGY DEPARTMENT**

Letter.No.103/PR.II/2024**Dated:22.10.2025**

From,
The Principal Secretary to Government
Energy Department,
Dr. B.R Ambedkar Telangana State Secretariat,
Hyderabad.

To,
The Chairman & Managing Director &
The Chairman/TGPCC
TG TRANSCO, Hyderabad, (w et)

Sir,

Sub:-Energy Department – TGPCC- IPC-Wing –NTPC offer of
Power from Telangana STPP-II (3X800MW) – Regarding.

- Ref. 1. Letter received from the JMD TG TRANSCO, Lr.No JMD/
ED comml/SE(IPC)/F N-28/D No 217/23,date: 10.02.2024
2. Govt. letter 103/PR.II/2024 Dt. 24.06.2024.
3. From the CMD TG TRANSCO,Lr No JMD/ED(Comml) SE
(IPC) /F N-28/D No. /24 Dt. 09.2024.
4. Govt. letter Energy-P2/NTPC/1/2024-P2 dt. 05.10.2024.
5. Letter received from Chairman/TGPCC & C&MD,
TG TRANSCO, Lr No CMD/ED(Comml)/SE(IPC)/D.No:
126/25 Dated 26.08.2025

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I invite your attention to the references cited. I am to inform that the proposal regarding to avail a share of 800 MW power from the upcoming 3X800 MW Telangana STPP Stage – II of NTPC, has been agreed, you are requested to take necessary action accordingly

Yours faithfully



for Principal Secretary to Government





**TRANSMISSION CORPORATION OF TELANGANA LIMITED
VIDYUTSODHA::HYDERABAD-82**

From
Chief Engineer
(Commercial & RAC)
TGTRANSCO,
Vidyut Soudha,
Hyderabad - 500 082

Website: www.tgtransco.com CIN:U40102TG2014SGC094248

Forward No. 2228

29 OCT 2025

ED/Comm. & RAC

To
Kura Ravi Kumar,
Asst General Manager
Project Engineer-Electrical,
4th Floor, NTPC Office,
Kavadiguda Road,
Hyderabad.

Lr.No.CE/Comm&RAC/SE/DE/Comm/ADE-GC/F- 800MW NTPC/D.No. 665 /25,dt:28.10.2025.

Sir,

Sub: TGTRANSCO – Grant of Grid connectivity to M/s. NTPC 800MW out of (3X800MW) power plant at existing premises of Telangana Super Thermal Power Project to Intra State transmission network of TGTransco at 400kV level – Approval - Reg.

- Ref: 1). M/s NTPC Lr.No.CC-PEE/9591/Telangana-II CONN/STU, Dated:26.12.2024.
2).Lr.No.CE/Comm&RAC/SE/DE/Comm/ADE-GC/F-800MW NTPC /D.No.277/25,dt:24.05.2025.
3). M/s NTPC Lr.No.CC-PEE/9591/Telangana-II CONN/STU#2, Dated:02.06.2025.
4). M/s NTPC Lr.No.CC-PEE/9591/Telangana-II CONN/STU#2, Dated:09.10.2025.

With reference to your application vide ref (1) cited, for the Grid connectivity to M/s. NTPC 800MW out of (3X800MW) power plant at existing premises of Telangana Super Thermal Power Project to Intra State transmission network of TGTransco at 400KV level, TGTransco hereby accords approval for grid connectivity to the above power plant with a proposal of connecting Stage-I (2X800MW) and Stage-II (3X800MW) through 400kV Quad D/C line with 15 ohms fault limiting series reactor at any one end in both circuits along with 400kV TSTPP-II - Warangal Quad DC lines with the terms and conditions given below:

Terms and Conditions of Grid Connectivity

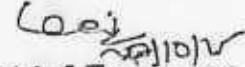
- i. The capacity of the Generator shall not exceed the approved capacity of grid connectivity.
- ii. The generator should provide necessary Communication & Data Acquisition System (DAS) to transfer the Real Time Data to the SLDC, TGTRANSCO/Vidyut Soudha as per the specifications of SLDC wing, as it is mandatory to provide DAS prior to charging of the equipment as per the clause No 4.6.2 of Indian Electricity Grid Code 2010.

- ...2...
- iii. M/s NTPC has to provide Main, Check and Standby Meters as per TGERC Proceedings No.TSERC/Secy/13/2015 Dated: 02-02-2015 and CEA Metering Regulations.
- iv. M/s NTPC has to comply with CEA metering regulations to enable separate billing for Stage-I and Stage-II, as each stage has a different PPA and tariff.
- v. The CTs, PTs and ABT Energy Meters (0.2S) are to be provided as per TGDISCO/TGTRANSCO specifications and shall be got tested at NABL accredited laboratory in the presence of TGTRANSCO/DISCO Officials.
- vi. The detailed Plant Metering Scheme for Generation has to be submitted to the Chief Engineer/IPC/TGNPDCL/Warangal for approval.
- vii. M/s NTPC has to abide by the terms and conditions that would be specified by various wings of TGTRANSCO from time to time.
- viii. M/s NTPC has to pay any other applicable charges as per TGERC orders.
- ix. The synchronization approval will be processed by Chief Engineer/IPC/TGNPDCL after the work completion report is issued by Chief Engineer/ Karimnagar Zone and the SLDC clearance is issued by Chief Engineer/SLDC and the synchronization procedure will be done by TGNPDCL.
- x. The generator shall comply with the state grid code, IEGC specified by CERC and all other regulations concerning standards of grid connectivity, safety and security notified by the Authority.
- xi. The generator shall pay the charges towards any loss incurred to TGTRANSCO on account of any mal operation / defects on generator side.
- xii. Proposed power plant of M/s. NTPC shall comply with CEA (Technical Standards for Connectivity to Grid) Regulations 2013 and TGERC Grid Code Regulations, 2018, amended from time to time.
- xiii. Layout of and installation of protection scheme for line and equipment shall be as per norms and shall be got approved by competent authority.
- xiv. The generator should enter into connection Agreement with TGTRANSCO in TGERC approved format after synchronization of the power plant.
- xv. M/s. NTPC., shall register their proposed power plant in CEA Portal <https://egem.cea.gov.in> and get online generated Unique Registration Number (0.5MW &Above) and submit the Unique registration number.
- xvi. Proposed power plant of M/s. NTPC., shall register with SLDC as User of Intra-State Transmission System on payment of Rs.1000/- as Registration Fee as per TGERC Regulation No. 2 of 2023.

Further, it is inform that M/s NTPC shall accept the above connectivity proposal and terms and conditions on Rs.100/- Non judicial stamp paper and submit to this office and the proposal should be communicated to CTUIL for finalization of Transmission system as per the minutes dt: 23.04.2025.

It is further to inform that, this approval is only a technical approval issued by TGTransco for evacuation of 800MW out of 2400MW power of NTPC-TSTPS stage-II and not a confirmation or guarantee for purchase of power by TGDiscoms.

Yours faithfully,


Chief Engineer
(Commercial & RAC)

Copy communicated to:

Executive Director/Comm/TGPCC/ Vidyuth soudha.

Chief Engineer/Power Systems/TGTransco/Vidyuth soudha. → (*)

Chief Engineer/400kV/TGTransco/ Vidyuth soudha.

Chief Engineer/SLDC/ TGTransco/ Vidyuth soudha.

Chief Engineer /Karimnagar Zone /TGTransco

Chief Engineer (IPC&RAC) /TGNPDCL/Warangal.

GM/Commercial, CTUIL, Floors No. 5th-10th, IRCON International Tower, Tower 1, Plot No. 16, Institutional Area, Sector-32, Gurugram, Haryana – 122 003.

Copy to:

Superintending Engineer/OMC/TGTRANSCO/Karimnagar.

(*) It is requested to take up the issue with CTUIL in coordination with NTPC for finalization of the Transmission system as given in the approval with a special request to study downstream state network at 400/220kV Ramadugu and Narsapur SS.

DRAFT POWER PURCHASE AGREEMENT

BETWEEN

NTPC LIMITED

AND

**SOUTHERN POWER DISTRIBUTION COMPANY OF TELANGANA
LIMITED (TGSPDCL)**

FOR

TELANGANA SUPER THERMAL POWER STATION, Stage-II (3x800MW)

THIS DRAFT POWER PURCHASE AGREEMENT hereinafter called the "Agreement" entered into at Hyderabad on the 22nd day of November Two Thousand Twenty-five (22/11/2025) between

NTPC LIMITED (hereinafter referred to as 'NTPC'), a Govt. of India Enterprise and a Company incorporated under the Companies Act, 1956 having its registered office at NTPC Bhawan, Core 7, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi – 110003 which expressions shall unless repugnant to the context or meaning thereof include its successors and assigns as party of the first part;

and

Southern Power Distribution Company of Telangana Limited a company incorporated under the Companies Act, 1956, having its registered office at 6-1-50, Corporate Office, Mint Compound, Hyderabad, Telangana-500063 (hereinafter referred to as "TGSPDCL" or 'Procurer'), including its successors and permitted assigns as party of the Second Part;

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

A. WHEREAS NTPC is a Generating Company as defined under Section 2(28) of the Electricity Act, 2003. NTPC owns and operates various Generating station(s) from which power has been allocated to Telangana by Govt. of India



B. AND WHEREAS TGSPDCL has already entered into Bulk Power Supply Agreement (BPSA) and Power Purchase Agreements (PPAs) for supply of electricity from various Generating Station(s) of NTPC from which power has been allocated to Telangana by Govt of India.

C. AND WHEREAS NTPC is in the process of expansion of Telangana Super Thermal Power Station at Peddapalli district of Telangana State by 2400 MW under Stage-II hereinafter referred to as Telangana Super Thermal Power Station Stage II OR "Telangana-II" OR Station to be owned and operated by NTPC.

D. AND, WHEREAS TGSPDCL is desirous of purchasing electricity from Telangana-II and NTPC is willing to sell electricity from Telangana-II to TGSPDCL from the date of commissioning of Unit-I of Telangana-II on mutually agreed terms and conditions mentioned hereunder.

Now, therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties as follows: -

1.0 DEFINITIONS:

- 1.1 The words or expressions used in this Agreement but not defined hereunder shall have the same meaning assigned to them by the Electricity Act, 2003 as amended from time to time, the Rules framed thereunder, and Regulations issued by CERC from time to time.
- 1.2 The words or expressions mentioned below shall have the meanings respectively as assigned hereunder:

i)	Act; 2003	The Electricity Act, 2003 as amended or modified from time to time, includes any re-enactment thereof
ii)	Agreement to Hypothecate cum deed of Hypothecation	Shall have the same meaning as ascribed under article 9.9 of this agreement.




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iii)	'Plant Availability Factor' or '(PAF)	'Plant Availability Factor' as defined in the CERC (Terms and Conditions of Tariff) Regulations, 2024 as amended or replaced from time to time
iv)	Billing Centre	The office / RHQ as intimated by NTPC to the TGSPDCL from where the bills will be raised on TGSPDCL
v)	Bulk Power Customer(s)	Bulk Power Customer(s) in relation to the Station shall mean the person(s) including TGSPDCL to whom capacity is contracted from the station
vi)	Busbars/Ex Bus	Busbars of the Station shall mean the 765 kV or 400 kV or 220 KV busbar of the generating station (as the case may be)
vii)	CEA	Central Electricity Authority
viii)	CERC	Central Electricity Regulatory Commission or any other Competent Authority having jurisdiction for determination of tariff
ix)	CTUIL	Central Transmission Utility of India Limited
x)	Capacity Charges	Capacity Charges are Fixed Charges as determined by CERC and shall be paid in proportion to the Contracted Capacity from time to time
xi)	Charges for Supply of Electricity	Charges for Supply of Electricity shall mean and include all charges including the Tariff to be paid by the TGSPDCL in respect of supply of electricity to them from Station in Clause 2.2 of this Agreement (in accordance with the provisions of this Agreement)
xii)	Commercial Operation Date	Shall have the same meaning as prescribed in Indian Electricity Grid Code (IEGC) as amended or replaced from time to time
xiii)	Contracted Capacity	Capacity contracted by the TGSPDCL & under this Agreement under Article 2.2

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xiv)	Deviation Settlement Mechanism (DSM)	Deviation Settlement Mechanism as defined by Central Electricity Regulatory Commission (Deviation Settlement Mechanism and related matters) Regulations, 2024 as amended or replaced from time to time)
xv)	Discom	Distribution Company(ies)
xvi)	Effective Date	Effective Date shall mean the date as mentioned in article 15 of this Agreement
xvii)	Energy Charges	Energy Charges shall be as defined in the CERC (Terms and Conditions of Tariff) Regulations, 2024 as amended or replaced from time to time.
xviii)	Escrow Agreement	Shall have the same meaning as ascribed in the article 9.9 of this Agreement.
xix)	GOI	Government of India
xx)	IEGC	Indian Electricity Grid Code, as notified by CERC or any other competent authority and as amended or replaced from time to time.
xxi)	Indian Government Instrumentality	Means the Government of India, Government of State (where the project is located) and any ministry or department or board or agency controlled by Government of India or Government of State where the project is located, or quasi-judicial authority constituted under the relevant statutes in India
xxii)	Infirm Electricity	means electricity generated prior to commercial operation of a Unit(s)/Block (s) of the Station
xxiii)	LC	Irrevocable Revolving Letter(s) of Credit
xxiv)	LPSC	LPSC shall have the meaning as ascribed in Article 8 of this Agreement.
xxv)	MOP	Ministry of Power, Government of India
xxvi)	Main and Check Meter	Meter for measurement and checking of import/export of energy on the outgoing feeders of the Station(s) Busbars for Energy Accounting




xxvii)	Monthly Bill	Shall mean Bill as raised by NTPC on monthly basis as per REA in line with the CERC Regulations as amended from time to time. Provided that periodicity of billing may change as per CERC regulations from time to time.
xxviii)	Party/Parties	Shall have the meaning ascribed thereto in the recital to this Agreement
xxix)	Permitted Assigns	Have the meaning as per Article 16 of this Agreement
xxx)	Power Grid	Power Grid Corporation of India Ltd.
xxxi)	Receivables	As defined in article 9.9 of this Agreement.
xxxii)	RLDC	Regional Load Despatch Centre including WRLDC/NRLDC/SRLDC/ERLDC/NERLDC as applicable
xxxiii)	RPC	Regional Power Committee established under Section 2(55) of the Electricity Act, 2003 including WRPC/NRPC/SRPC/ERPC/NERPC as applicable
xxxiv)	Regional Energy Account (REA)	Periodic Energy Account issued by RPC/RLDC including amendments thereof
xxxv)	Scheduled Generation	Scheduled Generation as defined in the CERC (Terms and Conditions of Tariff) Regulations, 2024 as amended or replaced from time to time
xxxvi)	Standby Meter	As defined in CEA (Installation and Operation of Meters) Regulation 2006
xxxvii)	Station	Have the meaning as given in the recital
xxxviii)	Supplementary Bill	Have the meaning under the Article 7.1.2
xxxix)	Tariff	Tariff shall constitute all charges including Capacity Charges, Energy Charges, Incentive(s) and other charges, taxes, cess, duties etc for supply of electricity from the Station as determined by CERC
xl)	Third Party(ies)	Any person other than the person to whom electricity is contracted under this Agreement

xli)	Tripartite Agreement (TPA)	The Tripartite Agreement effective from 01.11.2016 signed between Government of India (GoI), Govt. of Telangana and the Reserve Bank of India (RBI), as per the provisions of the GOI Scheme for One time Settlement of SEBs dues.
xlii)	Unit	Each Unit of the Station

2.0 General

2.1 INSTALLED CAPACITY

- 2.1.1 The capacity of Telangana-II is proposed to be 3x800 MW. The capacity of the Station is subject to change after placement of orders for the main plant equipment.

2.2 Allocation of Capacity

- 2.2.1 Allocation of capacity from the Station to the State of Telangana shall be as decided by Ministry of Power, Govt. of India. Telangana DISCOMs consented for purchase of 800 MW power from Telangana-II station for the state of Telangana. Allocation of capacity to TGSPDCL shall be made, subsequently, by the State Govt./ State Electricity Regulatory Commission or any other competent authority as the case may be.
- 2.2.2 Further, out of total capacity of the station, 15% (fifteen percent) capacity will be kept unallocated at the disposal of Govt. of India/ Competent Authority and shall be subject to allocation from time to time as per the decision of GOI/Competent authority and such further allocation will form part of contracted capacity.
- 2.2.3 The allocation made from station(s) by GoI or any other competent authority in favour of TGSPDCL shall be Contracted Capacity for the purpose of this Agreement. This Contracted Capacity shall be over and above any other allocation from time to time by GoI to Telangana from various Stations of NTPC including this Station.
- 2.2.4 TGSPDCL shall draw electricity against the above Contracted Capacity limited to the amount of LC opened and maintained by it. NTPC shall intimate SRLDC/SLDC from time to time regarding the quantum of capacity TGSPDCL is eligible to draw.




- 2.2.5 Notwithstanding the obligations of TGSPDCL to pay all the undisputed dues and 95% of the disputed amount as per clause 7.1.5 of this Agreement, in the event of default in opening of LC of adequate amount in favour of NTPC or payment of bills beyond a period of 45 days of billing, NTPC shall be entitled to regulate/divert the share of TGSPDCL to any other Bulk Power Customer(s) till the time default is set right. However, for such sale of power, TGSPDCL shall be liable to pay the Capacity Charges in proportion to Contracted Capacity. The surplus over Energy Charges and incidental expenses recovered from sale of such power to other beneficiary (ies) shall be adjusted against the outstanding dues including LPSC and capacity charge liability of the TGSPDCL.

3.0 TRANSMISSION / WHEELING OF ELECTRICITY

- 3.1 Sale of electricity shall be at the busbars of the Station, and it shall be the obligation and responsibility of TGSPDCL to make the required arrangement for evacuation of electricity from such delivery points of the NTPC.
- 3.2 Charges for utilisation of transmission system(s) owned by TGTRANSCO /other Transmission Licensee for wheeling of electricity beyond busbar of the station, shall be paid directly by TGSPDCL to TGTRANSCO or the other Transmission Licensee as the case may be. NTPC shall not be responsible for payment of such charges.

4.0 SCHEDULING, METERING AND ENERGY ACCOUNTING

4.1 SCHEDULING

It is understood and agreed by and between the parties that NTPC shall operate the Station as a base load station as per the manufacturers' guidelines, applicable grid operating standards, directions of the CERC and relevant statutory provisions, as applicable from time to time. Methodology of generation scheduling shall be as per IEGC, and the decisions taken at SRPC forums.

All charges/fees related to scheduling and despatch of electricity shall be borne by TGSPDCL.

NTPC shall make declaration of the capacity at the busbars of the Station after taking into account the capability of the Station to deliver Ex-Bus which shall be considered while calculating Declared Capacity (DC).




4.2 DECLARED CAPACITY

Declared Capacity or 'DC' means the capability of the Station to deliver Ex-Bus electricity in MW declared by the Station(s) in relation to any period of the day or whole of the day, duly taking into account the availability of coal as per the procedure laid down in IEGC Regulations applicable from time to time.

Notwithstanding the following, Station shall be deemed as available to the extent of DC declared by the Station for any time period:

- a) Failure on account of TGSPDCL to transmit and wheel electricity from the Ex-Bus of the Station.
- b) Any other reason not attributable to NTPC restricting scheduling and despatch of capacity at the Ex-Bus of the Station.

4.3 METERING

- 4.3.1 A set of Main, Check and Stand by meters of 0.2s accuracy class, as per CEA (Installation & Operation of meters) Regulations 2006/IEGC as applicable, shall be installed by CTU/STU/Generator. Procurer's shall make all necessary arrangements for installation of meters of required accuracy and specifications at all its drawl points.
- 4.3.2 The Main, Check and Stand by meters shall be checked jointly at the time of installation as per the CEA (Installation & Operation of Meters) Regulations 2006 as amended from time to time.
- 4.3.3 Data shall be downloaded from the meters at regular intervals as decided by SRPC/SRLDC/SLDC for preparation of the REA/DSM Account.
- 4.3.4 Regular cross checking and analysis of meter readings and meter failure or discrepancies shall be reckoned as per CEA (Installation and Operation of Meters) Regulations 2006, as amended from time to time. If the Main Meter, Check Meter or Stand by meter is found to be not working at the time of meter readings or at any other time, NTPC shall inform the CTU/SRLDC/SLDC of the same.
- 4.3.5 In case of failure of meters, energy/DSM accounting for the period shall be as per procedure laid down by CERC or as per the mutually agreed procedure in RPC. In case of absence of any such procedure, the following procedure shall be followed:



In case of failure of Main Meter, readings of Check Meter for the corresponding period shall be considered for energy/DSM accounting. If both the Main and Check Meter(s) fail to record or if any of the PT fuses is blown out, energy shall be computed based on standby meters. In case of dispute, the decision of RPC would be final and binding.

- 4.3.6 Periodic testing of both Main, Check and Stand by Meters shall be carried out in the presence of representatives of NTPC and TGSPDCL or any of the Bulk Power Customer(s) as per procedure laid out in CEA (Installation and Operation of Meters) Regulations, 2006. For any testing and/ or replacement, notice of seven days will be given.

4.4 ENERGY ACCOUNTING

- 4.4.1 Both the Parties agree to facilitate issue of Regional Energy Accounts by 1st of every month. Regional Energy Account issued by RPC, or any other Competent Authority shall be binding on all the parties for billing and payment purposes.
- 4.4.2 Any change in the methodology of Regional Energy Account shall be done only as per the decisions taken in the SRPC forums and both the Parties agree to abide by the methodology so finalised.

5.0 TARIFF

- 5.1 The Tariff for the electricity supplied from the Station(s) would be as determined by CERC from time to time.

Tariff for sale of electricity from the Station shall comprise Capacity Charge, Energy Charge, Incentive and all other Taxes/Charges/Cess/Duties etc.

- 5.2 ADHOC TARIFF: NTPC shall approach CERC for determination of Tariff before Commercial Operation Date of any unit of the Station. In case this Tariff is not determined for any reason by CERC prior to commencement of commercial operation of such unit of the Station, the Parties agree that billing and payment shall be done on adhoc basis as per the proposal of NTPC submitted to CERC for Tariff. NTPC shall inform TGSPDCL of such adhoc tariff and pending determination of such Tariff by CERC, billing on provisional basis would be carried out, subject to adjustment along with applicable interest, as and when such Tariff is determined by CERC.




- 5.3 Sale of Infirm Electricity: The treatment of infirm power shall be governed in accordance with the provisions of the IEGC Regulations, 2023 as amended from time to time.

6.0 TAXES, LEVIES, DUTIES, ROYALTY, CESS ETC. :

6.1 Tax on Income:

Income Tax applicable for the sale of power under this Agreement shall be governed by CERC tariff Regulations/ Tariff orders and the parties agree to abide by and comply with such Regulations.

- 6.2 Statutory taxes, levies, duties, royalty, cess or any other kind of levies imposed/charged by any Government (Central/State) and/or any other local bodies/authorities on generation of electricity including auxiliary consumption or any other type of consumption including water, environment protection, sale of electricity and/or in respect of any of its installations associated with the Station(s) payable by NTPC to the authorities concerned shall be borne and additionally paid by the TGSPDCL to NTPC .

7.0 BILLING AND PAYMENT:

7.1 BILLING:

All Charges for Supply of Electricity under this Agreement shall be billed by NTPC as determined from time to time by the Central Electricity Regulatory Commission (CERC) and the same shall be paid by the TGSPDCL in accordance with the following provisions:

- 7.1.1 NTPC shall present the bills for electricity supplied to TGSPDCL from the Station for the previous month based on Regional Energy Account issued by SRPC/SRLDC/SLDC or any other Competent Authority as per applicable CERC Regulations.
- 7.1.2 Billing Centre of NTPC shall carry out billing and associated functions. NTPC would submit the bills to the Officer nominated by TGSPDCL.

The Monthly Bill for the Station(s) shall include the Charges for Supply of Electricity, under this Agreement, taxes, duties, cess, etc. including additional bill(s) for the past period(s) on account of orders of CERC/Appellate Tribunal for Electricity/Other Courts/other Competent Authority(ies). If for any reason some of the charges which otherwise are in accordance with this Agreement, could not be included in the main Monthly Bills, such charges shall be billed as soon as possible through Supplementary Bill(s).




7.1.3 TGSPDCL shall arrange payment of such Monthly Bill(s)/Supplementary Bill(s) promptly through irrevocable Letter of Credit at the designated account of NTPC. In addition, TGSPDCL may also arrange payment directly through other modes of payment, in the designated account of NTPC. The date of transfer of payment to NTPC account shall be considered as the date of payment for computation of rebate or late payment of surcharge in respect of such payment. The bill(s) of NTPC shall be paid in full subject to the condition that:

- i. there is no apparent arithmetical error in the bill(s).
- ii. the bill(s) is/are claimed as per the notified/agreed Tariff.
- iii. they are in accordance with the Regional Energy Accounts issued by SRPC/SRLDC, as applicable, or any other Competent Authority.

7.1.4 All payments made by the TGSPDCL, shall be appropriated by NTPC for amounts due from the TGSPDCL in the following order of priority:

- i. towards Late Payment Surcharge, payable if any;
- ii. towards earlier outstanding due(s), if any; and
- iii. towards the statutory dues like tax, duties, royalty, etc. in the current bill(s).
- iv. towards all other charges in current Monthly Bill.

7.1.5 In case TGSPDCL dispute any amount, even then, it shall pay 95% of the disputed amount forthwith and file a written objection with NTPC within 45 days of presentation of the bill, giving following particulars:

- (i) Item disputed, with full details/data and reasons of dispute
- (ii) Amount disputed against each item

Provided that non-acceptance of tariffs determined /approved by CERC shall not be a valid ground for dispute.

7.1.6 The amount of excess/shortfall with respect to the said 95% payment based on finally determined amount in line with Article 7 shall be paid/ adjusted with the applicable interest rate equivalent to Late Payment Surcharge (LPSC), as provided in extant CERC Tariff Regulations/orders issued by CERC/Gol/MOP, from the date on which the amount in dispute was payable/refundable.

8.0 REBATE AND LATE PAYMENT SURCHARGE:

Rebate and Late Payment Surcharge (LPSC) shall be as per CERC Regulations/MOP Rules as applicable from time to time.




9.0 ESTABLISHMENT OF LETTER OF CREDIT (LC) AND PAYMENT SECURITY MECHANISM:

- 9.1 TGSPDCL shall establish and maintain an unconditional, irrevocable, revolving Letter of Credit valid for one year in favour of NTPC with any public sector/ scheduled commercial bank for payment of bills for supply of power from the Stations of NTPC under this Agreement before first billing cycle to TGSPDCL.
 - 9.2 The LC shall cover 105 % of one month's estimated billing in respect of power supplied from these Stations to TGSPDCL. This shall be in addition to the obligation of TGSPDCL to establish similar letters of credit for supply of energy to TGSPDCL from all other generating Stations of NTPC.
 - 9.3 The amount of LC shall be reviewed each half-year commencing April and October in each financial year on the basis of the average of billing of previous 12 months and the LC amount shall be enhanced/reduced accordingly not later than 1st July and 1st January respectively of the same financial year.
 - 9.4 The LC shall be established for a minimum period of one year. TGSPDCL shall ensure that LC remains valid at all times during the entire/extended validity of this Agreement. LC shall be renewed not later than 30 days prior to expiry of existing LCs.
 - 9.5 LC shall specify the manner and dates when bill(s) can be presented to Bank by NTPC. The bills so presented by NTPC to the Bank shall be promptly paid on their presentation. The LC charges shall be borne by TGSPDCL.
 - 9.6 All costs relating to opening, maintenance, negotiation, and reinstatement of LC shall be borne by the TGSPDCL.
 - 9.7 In case of drawl of the LC amount by NTPC in accordance with the terms of this Article, the amount of the LC shall be reinstated automatically not later than 7 days from such drawl. TGSPDCL shall arrange to furnish to NTPC a certificate to this effect from Bank(s) providing LC. In the event LC is not reinstated within 7 days, NTPC shall have the right to initiate regulation of power supply as per provisions of this PPA.
- Provided that TGSPDCL shall continue to be liable to pay the Capacity Charges in proportion to its allocated capacity during the period of regulation / diversion of capacity or till the capacity is re-allocated to other Bulk Power Customer(s)/ Third Party (ies).
- 9.8 Provisions of Tripartite Agreement effective from 01.11.2016 among Govt of Telangana, Govt of India and Reserve Bank of India under the scheme for One




Time Settlement of SEB dues shall be applicable for supply of electricity from these stations and for safeguarding payments for the same.

- 9.9 TGSPDCL hereby agrees to provide an alternative payment security arrangement before expiry of the TPA either by efflux of time or otherwise on assignment of bulk purchase function to a company not owned or controlled by Government of Telangana in the form of Escrow Arrangement as a back up to the Letter of Credit. Under this arrangement an Escrow Account in favour of NTPC shall be established through which the Receivables of TGSPDCL /Discom shall be routed as per the terms of Default Escrow Agreement. TGSPDCL hereby agrees that NTPC will have first charge on Receivables of TGSPDCL. However, such first ranking charge shall be on the amounts, in excess of amounts, which have already been charged or agreed to be charged prior to the date of the execution of this Agreement. TGSPDCL agrees to enter into a separate 'Agreement to Hypothecate Cum Deed of Hypothecation' whereby, TGSPDCL shall hypothecate Receivables to the extent required for Payment of dues of NTPC by TGSPDCL including under this Agreement by creation of first charge in favour of NTPC. These Receivables shall be routed through Escrow Account for payment to NTPC in case of default in payments by TGSPDCL. "Receivables" for this purpose shall mean all of the present and future receipts, obligations, monies, claims, bills and any other property whatsoever which may from time to time be derived from or accrue or be offered or due to the TGSPDCL in respect of the sale by the TGSPDCL to the Consumers of electric capacity, energy and / or services or for any other reason whatsoever and all proceeds thereof.
- 9.10 The Default Escrow Agreement and Agreement to Hypothecate Cum Deed of Hypothecation shall be established by TGSPDCL to the satisfaction of NTPC at least Six Month before the expiry of the TPA either by efflux of time or otherwise on assignment of bulk purchase function to a company not owned by Govt of Telangana. In the event before expiry of TPA, TGSPDCL does not sign the 'Default Escrow Agreement' and 'Agreement to Hypothecate Cum Deed of Hypothecation' at least 3 months before the expiry of TPA or TGSPDCL creating any superior charge in favour of any other party on its Receivables, NTPC shall have the right to reallocate allocated capacity of TGSPDCL to Third Party (ies). In case of termination of this Agreement or reallocation of capacity due to reasons stated above, TGSPDCL shall be liable to pay capacity charges for such capacity till the capacity is reallocated.

Since the payments from TGSPDCL are currently secured as per the provisions of the TPA, establishing of Escrow Arrangement is not being insisted upon by




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NTPC presently. TGSPDCL and NTPC agree that this Agreement shall deemed to have created a legally binding first charge on TGSPDCL's Receivables in favour of NTPC. Accordingly, TGSPDCL shall not create any encumbrance, charge, and lien or otherwise execute any instrument which in any way affects the first charge over the Receivables. While creating any subsequent charge on its Receivables or agreeing to provide Escrow cover or any other form of payment security to any other entities like electricity supplier(s), banks, financial institutions etc. during the interim period till signing of Default Escrow Agreement with NTPC, TGSPDCL shall duly inform such electricity supplier(s), banks, financial institutions etc. of the legally binding first charge on TGSPDCL's Receivables in favour of NTPC and the first charge of NTPC shall be in preference to any other charge that TGSPDCL may create in favour of any other party.

- 9.11 Notwithstanding the obligations of TGSPDCL to pay all the dues as per this Agreement, in the event of default in opening of LC of requisite amount in favour of NTPC or non-payment of bills within a period of 45 days of billing, NTPC shall be entitled to regulate/divert the allocated capacity of the TGSPDCL to any Bulk Power Customer(s)/Third Party(ies)/Sell in Power Exchanges as per provisions for regulation of power supply issued by CERC or any other competent authority from time to time read with the provisions of TPA or as per extant GoI rules / orders / CERC regulations, if any, till the time default is set right.
- 9.12 In case of default in payment of 100% of undisputed bill amount and 95% of disputed bill amount beyond a period of 90 days of billing, NTPC shall have the right to re-allocate power to other Bulk Power Customer(s)/Third party(ies) / sell in Exchange.
- 9.13 It is clarified that above arrangement shall not be construed as relieving TGSPDCL of any of its obligations to NTPC including obligation of payment of Capacity Charges. For the removal of any doubt, it is clarified that in case of default, TGSPDCL shall continue to be liable to pay the Capacity Charges in proportion to its allocated capacity during the period of regulation / diversion of capacity or till the capacity is re-allocated to other Bulk Power Customer(s)/ Third Party (ies) / Sell in Exchange as per terms of this Agreement.

10.0 SETTLEMENT OF DISPUTES:

- 10.1 All differences and admitted disputes between the parties arising out of or in connection with this Agreement shall be mutually discussed and amicably resolved within 90 days.



11.0 ARBITRATION:

- 11.1 In the event that the parties are unable to resolve any dispute, controversy or claim relating to or arising under this Agreement, as stated above, the same shall be dealt as per the provisions of the Electricity Act, 2003 as amended from time to time. All other disputes which are not covered under Electricity Act 2003 shall be referred to arbitration. The appointment of arbitrators and arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996. The place of Arbitration shall be at New Delhi.
- 11.2 Notwithstanding the existence of a question, disputes and or differences referred to Arbitration, the parties here to shall continue to perform their respective obligations under this Agreement.

12.0 FORCE MAJEURE:

Neither party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the Agreement to the extent that such a failure is due to force majeure events such as war, rebellion, mutiny, civil commotion, riot, strike, lock-out, forces of nature, accident, act of God or any other such reason beyond the control of concerned party. Any party claiming the benefit of this clause shall reasonably satisfy the other party of the existence of such an event and give written notice within a reasonable time to the other party to this effect. Generation/drawl of power shall be started as soon as practicable by the parties concerned after such eventuality has come to an end or ceased to exist.

13.0 IMPLEMENTATION OF THE AGREEMENT:

All discretions to be exercised and directions, approvals, consents and notices to be given and actions to be taken under these presents unless otherwise expressly provided herein, shall be exercised and given by the signatories to this Agreement or by the authorised representative(s) that each party may nominate in this behalf and notify in writing to the other party by Registered Post. Any other nomination of authorised representative(s) shall be informed likewise in writing to/by TGSPDCL within one month of signing of the Agreement. Notwithstanding any nomination, Regional Executive Director (South), NTPC Limited, SR Headquarters, NTPC Bhawan, Kavadiguda Main Road, Beside CGO Complex, Secunderabad, Telangana-500080 as well as Executive Director (Commercial), NTPC Limited, Engineering Office Complex (EOC), Sector-24,



Noida-201301(UP) or their authorised representative(s) at its Registered Office shall be authorised to act severally for and on behalf of NTPC.

14.0 NOTICE:

All notices required or referred to under this Agreement shall be in writing and signed by the respective authorised signatories of the parties mentioned herein above, unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered or served by registered mail/speed post of Department of Posts with an acknowledgement due to the other parties in terms of IMPLEMENTATION OF THE AGREEMENT at Article 13 above.

15.0 EFFECTIVE DATE AND DURATION:

This agreement shall come into force from the date of signing of this Agreement for all purposes and intent and shall remain operative up to completion of twenty-five (25) years from the date of commercial operation of last unit of the Station unless it is specifically extended on mutually agreed terms.

16.0 SUCCESSORS AND PERMITTED ASSIGNS:

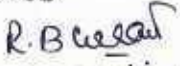
- 16.1 In case the functions of TGSPDCL are reorganised and/or this Agreement is assigned to other organisation(s)/agency(ies), partly or wholly, the Agreement shall be binding mutatis mutandis upon the successor Distribution/Trading organisation(s)/agency(ies)/entities and shall continue to remain valid with respect to the obligations of the successor organisation(s)/agency(ies)/entities.
- 16.2 In the event the functions of TGSPDCL are reorganised and/or privatised or this Agreement is assigned to Private organisation(s)/agency (ies), partly or wholly, TGSPDCL shall ensure that payment security arrangements in the form of 'Escrow Agreement' and 'Agreement to Hypothecate Cum Deed of Hypothecation' are signed by assignee to the satisfaction of NTPC, before assignment of this Agreement.
- 16.3 Only such of the successor entities who fulfil the above requirements and execute the requisite documents as above shall be termed as the permitted assigns.
- 16.4 While assigning this Agreement to successor/ other organisation(s), TGSPDCL shall ensure that all liabilities pertaining to the period prior to assignment are also assigned to the successor/ other organisation(s).

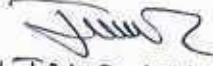



- 16.5 In other cases, NTPC shall have the right to terminate this Agreement. In the event of termination of this Agreement, TGSPDCL shall be liable and continue to pay the Capacity Charges each month till firm arrangement for sale of TGSPDCL contracted share with alternate customer(s) or by alternate means.


IN WITNESS WHEREOF the parties have executed these presents through their Authorised Representatives on the date mentioned above.

WITNESS

1. 
(BHARAVI RAHADUEV)
NTPC Limited.


(VIJAYA KUMAR JELLA)
DGM (Commercial)
For and on behalf of
NTPC
[NTPC LIMITED]

2. 
(C. H. T. VIVEKANANDA)
SE/DPC / TGSPCL


(P. BHIKSHAPATHI)
For and on behalf of
TGSPDCL

[Southern Power Distribution Company of Telangana Limited (TGSPDCL)]

DRAFT POWER PURCHASE AGREEMENT

BETWEEN

NTPC LIMITED

AND

**NORTHERN POWER DISTRIBUTION COMPANY OF TELANGANA
LIMITED (TGNPDCL)**

FOR

TELANGANA SUPER THERMAL POWER STATION, Stage-II (3x800MW)

THIS DRAFT POWER PURCHASE AGREEMENT hereinafter called the "Agreement" entered into at Hyderabad on the 22nd day of November Two Thousand Twenty-five (22/11/2025) between

NTPC LIMITED (hereinafter referred to as 'NTPC'), a Govt. of India Enterprise and a Company incorporated under the Companies Act, 1956 having its registered office at NTPC Bhawan, Core 7, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi – 110003 which expressions shall unless repugnant to the context or meaning thereof include its successors and assigns as party of the first part;

and

Northern Power Distribution Company of Telangana Limited, a company incorporated under the Companies Act, 1956, having its registered office at H.No.2-5-31/2, Corporate Office, Vidyut Bhavan, Nakkalagutta, Hanamkonda, Warangal, Telangana -506 001 (hereinafter referred to as "TGNPDCL" or procurer); including its successors and permitted assigns as party of the Second Part;

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

A. WHEREAS NTPC is a Generating Company as defined under Section 2(28) of the Electricity Act, 2003. NTPC owns and operates various Generating station(s) from which power has been allocated to Telangana by Govt. of India



B. AND WHEREAS TGNPDCL has already entered into Bulk Power Supply Agreement (BPSA) and Power Purchase Agreements (PPAs) for supply of electricity from various Generating Station(s) of NTPC from which power has been allocated to Telangana by Govt of India.

C. AND WHEREAS NTPC is in the process of expansion of Telangana Super Thermal Power Station at Peddapalli district of Telangana State by 2400 MW under Stage-II hereinafter referred to as Telangana Super Thermal Power Station Stage II OR "Telangana-II" OR Station to be owned and operated by NTPC.

D. AND, WHEREAS TGNPDCL is desirous of purchasing electricity from Telangana-II and NTPC is willing to sell electricity from Telangana-II to TGNPDCL from the date of commissioning of Unit-I of Telangana-II on mutually agreed terms and conditions mentioned hereunder.

Now, therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties as follows: -

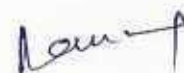
1.0 DEFINITIONS:

- 1.1 The words or expressions used in this Agreement but not defined hereunder shall have the same meaning assigned to them by the Electricity Act, 2003 as amended from time to time, the Rules framed thereunder, and Regulations issued by CERC from time to time.
- 1.2 The words or expressions mentioned below shall have the meanings respectively as assigned hereunder:

i)	Act; 2003	The Electricity Act, 2003 as amended or modified from time to time, includes any re-enactment thereof
ii)	Agreement to Hypothecate cum deed of Hypothecation	Shall have the same meaning as ascribed under article 9.9 of this agreement.
iii)	'Plant Availability Factor' or '(PAF)'	'Plant Availability Factor' as defined in the CERC (Terms and Conditions of Tariff) Regulations, 2024 as amended or replaced from time to time





iv)	Billing Centre	The office / RHQ as intimated by NTPC to the TGNPDCL from where the bills will be raised on TGNPDCL
v)	Bulk Power Customer(s)	Bulk Power Customer(s) in relation to the Station shall mean the person(s) including TGNPDCL to whom capacity is contracted from the station
vi)	Busbars/Ex Bus	Busbars of the Station shall mean the 765 kV or 400 kV or 220 KV busbar of the generating station (as the case may be)
vii)	CEA	Central Electricity Authority
viii)	CERC	Central Electricity Regulatory Commission or any other Competent Authority having jurisdiction for determination of tariff
ix)	CTUIL	Central Transmission Utility of India Limited
x)	Capacity Charges	Capacity Charges are Fixed Charges as determined by CERC and shall be paid in proportion to the Contracted Capacity from time to time
xi)	Charges for Supply of Electricity	Charges for Supply of Electricity shall mean and include all charges including the Tariff to be paid by the TGNPDCL in respect of supply of electricity to them from Station in Clause 2.2 of this Agreement (in accordance with the provisions of this Agreement)
xii)	Commercial Operation Date	Shall have the same meaning as prescribed in Indian Electricity Grid Code (IEGC) as amended or replaced from time to time
xiii)	Contracted Capacity	Capacity contracted by the TGNPDCL & under this Agreement under Article 2.2
xiv)	Deviation Settlement Mechanism (DSM)	Deviation Settlement Mechanism as defined by Central Electricity Regulatory Commission (Deviation Settlement Mechanism and related matters) Regulations, 2024 as amended or replaced from time to time)
xv)	Discom	Distribution Company(ies)

xvi)	Effective Date	Effective Date shall mean the date as mentioned in article 15 of this Agreement
xvii)	Energy Charges	Energy Charges shall be as defined in the CERC (Terms and Conditions of Tariff) Regulations, 2024 as amended or replaced from time to time.
xviii)	Escrow Agreement	Shall have the same meaning as ascribed in the article 9.9 of this Agreement.
xix)	GOI	Government of India
xx)	IEGC	Indian Electricity Grid Code, as notified by CERC or any other competent authority and as amended or replaced from time to time.
xxi)	Indian Government Instrumentality	Means the Government of India, Government of State (where the project is located) and any ministry or department or board or agency controlled by Government of India or Government of State where the project is located, or quasi-judicial authority constituted under the relevant statutes in India
xxii)	Infirm Electricity	means electricity generated prior to commercial operation of a Unit(s)/Block (s) of the Station
xxiii)	LC	Irrevocable Revolving Letter(s) of Credit
xxiv)	LPSC	LPSC shall have the meaning as ascribed in Article 8 of this Agreement.
xxv)	MOP	Ministry of Power, Government of India
xxvi)	Main and Check Meter	Meter for measurement and checking of import/export of energy on the outgoing feeders of the Station(s) Busbars for Energy Accounting
xxvii)	Monthly Bill	Shall mean Bill as raised by NTPC on monthly basis as per REA in line with the CERC Regulations as amended from time to time. Provided that periodicity of billing may change as per CERC regulations from time to time.




xxviii)	Party/Parties	Shall have the meaning ascribed thereto in the recital to this Agreement
xxix)	Permitted Assigns	Have the meaning as per Article 16 of this Agreement
xxx)	Power Grid	Power Grid Corporation of India Ltd.
xxxi)	Receivables	As defined in article 9.9 of this Agreement.
xxxii)	RLDC	Regional Load Despatch Centre including WRLDC/NRLDC/SRLDC/ERLDC/NERLDC as applicable
xxxiii)	RPC	Regional Power Committee established under Section 2(55) of the Electricity Act, 2003 including WRPC/NRPC/SRPC/ERPC/NERPC as applicable
xxxiv)	Regional Energy Account (REA)	Periodic Energy Account issued by RPC/RLDC including amendments thereof
xxxv)	Scheduled Generation	Scheduled Generation as defined in the CERC (Terms and Conditions of Tariff) Regulations, 2024 as amended or replaced from time to time
xxxvi)	Standby Meter	As defined in CEA (Installation and Operation of Meters) Regulation 2006
xxxvii)	Station	Have the meaning as given in the recital
xxxviii)	Supplementary Bill	Have the meaning under the Article 7.1.2
xxxix)	Tariff	Tariff shall constitute all charges including Capacity Charges, Energy Charges, Incentive(s) and other charges, taxes, cess, duties etc for supply of electricity from the Station as determined by CERC
xl)	Third Party(ies)	Any person other than the person to whom electricity is contracted under this Agreement

xli)	Tripartite Agreement (TPA)	The Tripartite Agreement effective from 01.11.2016 signed between Government of India (GoI), Govt. of Telangana and the Reserve Bank of India (RBI), as per the provisions of the GOI Scheme for One time Settlement of SEBs dues.
xlii)	Unit	Each Unit of the Station


2.0 General

2.1 INSTALLED CAPACITY

- 2.1.1 The capacity of Telangana-II is proposed to be 3x800 MW. The capacity of the Station is subject to change after placement of orders for the main plant equipment.

2.2 Allocation of Capacity

- 2.2.1 Allocation of capacity from the Station to the State of Telangana shall be as decided by Ministry of Power, Govt. of India. Telangana DISCOMs consented for purchase of 800 MW power from Telangana-II station for the state of Telangana. Allocation of capacity to TGNPDCL shall be made, subsequently, by the State Govt./ State Electricity Regulatory Commission or any other competent authority as the case may be.
- 2.2.2 Further, out of total capacity of the station, 15% (fifteen percent) capacity will be kept unallocated at the disposal of Govt. of India/ Competent Authority and shall be subject to allocation from time to time as per the decision of GOI/Competent authority and such further allocation will form part of contracted capacity.
- 2.2.3 The allocation made from station(s) by GoI or any other competent authority in favour of TGNPDCL shall be Contracted Capacity for the purpose of this Agreement. This Contracted Capacity shall be over and above any other allocation from time to time by GoI to Telangana from various Stations of NTPC including this Station.
- 2.2.4 TGNPDCL shall draw electricity against the above Contracted Capacity limited to the amount of LC opened and maintained by it. NTPC shall intimate SRLDC/SLDC from time to time regarding the quantum of capacity TGNPDCL is eligible to draw.




- 2.2.5 Notwithstanding the obligations of TGNPDCL to pay all the undisputed dues and 95% of the disputed amount as per clause 7.1.5 of this Agreement, in the event of default in opening of LC of adequate amount in favour of NTPC or payment of bills beyond a period of 45 days of billing, NTPC shall be entitled to regulate/ divert the share of TGNPDCL to any other Bulk Power Customer(s) till the time default is set right. However, for such sale of power, TGNPDCL shall be liable to pay the Capacity Charges in proportion to Contracted Capacity. The surplus over Energy Charges and incidental expenses recovered from sale of such power to other beneficiary (ies) shall be adjusted against the outstanding dues including LPSC and capacity charge liability of the TGNPDCL.

3.0 TRANSMISSION / WHEELING OF ELECTRICITY

- 3.1 Sale of electricity shall be at the busbars of the Station, and it shall be the obligation and responsibility of TGNPDCL to make the required arrangement for evacuation of electricity from such delivery points of the NTPC.
- 3.2 Charges for utilisation of transmission system(s) owned by TGTRANSCO /other Transmission Licensee for wheeling of electricity beyond busbar of the station, shall be paid directly by TGNPDCL to TGTRANSCO or the other Transmission Licensee as the case may be. NTPC shall not be responsible for payment of such charges.

4.0 SCHEDULING, METERING AND ENERGY ACCOUNTING

4.1 SCHEDULING

It is understood and agreed by and between the parties that NTPC shall operate the Station as a base load station as per the manufacturers' guidelines, applicable grid operating standards, directions of the CERC and relevant statutory provisions, as applicable from time to time. Methodology of generation scheduling shall be as per IEGC, and the decisions taken at SRPC forums.

All charges/fees related to scheduling and despatch of electricity shall be borne by TGNPDCL.

NTPC shall make declaration of the capacity at the busbars of the Station after taking into account the capability of the Station to deliver Ex-Bus which shall



be considered while calculating Declared Capacity (DC).

4.2 **DECLARED CAPACITY**

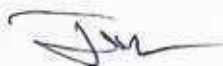
Declared Capacity or 'DC' means the capability of the Station to deliver Ex-Bus electricity in MW declared by the Station(s) in relation to any period of the day or whole of the day, duly taking into account the availability of coal as per the procedure laid down in IEGC Regulations applicable from time to time.

Notwithstanding the following, Station shall be deemed as available to the extent of DC declared by the Station for any time period:

- a) Failure on account of TGNPDCL to transmit and wheel electricity from the Ex-Bus of the Station.
- b) Any other reason not attributable to NTPC restricting scheduling and despatch of capacity at the Ex-Bus of the Station.

4.3 **METERING**

- 4.3.1 A set of Main, Check and Stand by meters of 0.2s accuracy class, as per CEA (Installation & Operation of meters) Regulations 2006/IEGC as applicable, shall be installed by CTU/STU/Generator. Procurer's shall make all necessary arrangements for installation of meters of required accuracy and specifications at all its drawl points.
- 4.3.2 The Main, Check and Stand by meters shall be checked jointly at the time of installation as per the CEA (Installation & Operation of Meters) Regulations 2006 as amended from time to time.
- 4.3.3 Data shall be downloaded from the meters at regular intervals as decided by SRPC/SRLDC/SLDC for preparation of the REA/DSM Account.
- 4.3.4 Regular cross checking and analysis of meter readings and meter failure or discrepancies shall be reckoned as per CEA (Installation and Operation of Meters) Regulations 2006, as amended from time to time. If the Main Meter, Check Meter or Stand by meter is found to be not working at the time of meter readings or at any other time, NTPC shall inform the CTU/SRLDC/SLDC of the same.
- 4.3.5 In case of failure of meters, energy/DSM accounting for the period shall be as



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per procedure laid down by CERC or as per the mutually agreed procedure in RPC. In case of absence of any such procedure, the following procedure shall be followed:

In case of failure of Main Meter, readings of Check Meter for the corresponding period shall be considered for energy/DSM accounting. If both the Main and Check Meter(s) fail to record or if any of the PT fuses is blown out, energy shall be computed based on standby meters. In case of dispute, the decision of RPC would be final and binding.

- 4.3.6 Periodic testing of both Main, Check and Stand by Meters shall be carried out in the presence of representatives of NTPC and TGNPDCL or any of the Bulk Power Customer(s) as per procedure laid out in CEA (Installation and Operation of Meters) Regulations, 2006. For any testing and/ or replacement, notice of seven days will be given.

4.4 ENERGY ACCOUNTING

- 4.4.1 Both the Parties agree to facilitate issue of Regional Energy Accounts by 1st of every month. Regional Energy Account issued by RPC, or any other Competent Authority shall be binding on all the parties for billing and payment purposes.
- 4.4.2 Any change in the methodology of Regional Energy Account shall be done only as per the decisions taken in the SRPC forums and both the Parties agree to abide by the methodology so finalised.

5.0 TARIFF

- 5.1 The Tariff for the electricity supplied from the Station(s) would be as determined by CERC from time to time.

Tariff for sale of electricity from the Station shall comprise Capacity Charge, Energy Charge, Incentive and all other Taxes/Charges/Cess/Duties etc.

- 5.2 ADHOC TARIFF: NTPC shall approach CERC for determination of Tariff before Commercial Operation Date of any unit of the Station. In case this Tariff is not determined for any reason by CERC prior to commencement of commercial operation of such unit of the Station, the Parties agree that billing and payment shall be done on adhoc basis as per the proposal of NTPC




submitted to CERC for Tariff. NTPC shall inform TGNPDCL of such adhoc tariff and pending determination of such Tariff by CERC, billing on provisional basis would be carried out, subject to adjustment along with applicable interest, as and when such Tariff is determined by CERC.

- 5.3 Sale of Infirm Electricity: The treatment of infirm power shall be governed in accordance with the provisions of the IEGC Regulations, 2023 as amended from time to time.

6.0 TAXES, LEVIES, DUTIES, ROYALTY, CESS ETC. :

6.1 Tax on Income:

Income Tax applicable for the sale of power under this Agreement shall be governed by CERC tariff Regulations/ Tariff orders and the parties agree to abide by and comply with such Regulations.

- 6.2 Statutory taxes, levies, duties, royalty, cess or any other kind of levies imposed/charged by any Government (Central/State) and/or any other local bodies/authorities on generation of electricity including auxiliary consumption or any other type of consumption including water, environment protection, sale of electricity and/or in respect of any of its installations associated with the Station(s) payable by NTPC to the authorities concerned shall be borne and additionally paid by the TGNPDCL to NTPC .

7.0 BILLING AND PAYMENT:

7.1 BILLING:

All Charges for Supply of Electricity under this Agreement shall be billed by NTPC as determined from time to time by the Central Electricity Regulatory Commission (CERC) and the same shall be paid by the TGNPDCL in accordance with the following provisions:

- 7.1.1 NTPC shall present the bills for electricity supplied to TGNPDCL from the Station for the previous month based on Regional Energy Account issued by SRPC/SRLDC/SLDC or any other Competent Authority as per applicable CERC Regulations.
- 7.1.2 Billing Centre of NTPC shall carry out billing and associated functions. NTPC would submit the bills to the Officer nominated by TGNPDCL.

The Monthly Bill for the Station(s) shall include the Charges for Supply of



Electricity, under this Agreement, taxes, duties, cess, etc. including additional bill(s) for the past period(s) on account of orders of CERC/Appellate Tribunal for Electricity/Other Courts/other Competent Authority(ies). If for any reason some of the charges which otherwise are in accordance with this Agreement, could not be included in the main Monthly Bills, such charges shall be billed as soon as possible through Supplementary Bill(s).

7.1.3 TGNPDCL shall arrange payment of such Monthly Bill(s)/Supplementary Bill(s) promptly through irrevocable Letter of Credit at the designated account of NTPC. In addition, TGNPDCL may also arrange payment directly through other modes of payment, in the designated account of NTPC. The date of transfer of payment to NTPC account shall be considered as the date of payment for computation of rebate or late payment of surcharge in respect of such payment. The bill(s) of NTPC shall be paid in full subject to the condition that:

- i. there is no apparent arithmetical error in the bill(s).
- ii. the bill(s) is/are claimed as per the notified/agreed Tariff.
- iii. they are in accordance with the Regional Energy Accounts issued by SRPC/SRLDC, as applicable, or any other Competent Authority.

7.1.4 All payments made by the TGNPDCL, shall be appropriated by NTPC for amounts due from the TGNPDCL in the following order of priority:

- i. towards Late Payment Surcharge, payable if any;
- ii. towards earlier outstanding due(s), if any; and
- iii. towards the statutory dues like tax, duties, royalty, etc. in the current bill(s).
- iv. towards all other charges in current Monthly Bill.

7.1.5 In case TGNPDCL dispute any amount, even then, it shall pay 95% of the disputed amount forthwith and file a written objection with NTPC within 45 days of presentation of the bill, giving following particulars:

- (i) Item disputed, with full details/data and reasons of dispute
- (ii) Amount disputed against each item

Provided that non-acceptance of tariffs determined /approved by CERC shall not be a valid ground for dispute.

7.1.6 The amount of excess/shortfall with respect to the said 95% payment based on finally determined amount in line with Article 7 shall be paid/ adjusted with



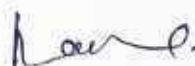

the applicable interest rate equivalent to Late Payment Surcharge (LPSC), as provided in extant CERC Tariff Regulations/orders issued by CERC/GoI/MOP, from the date on which the amount in dispute was payable/refundable.

8.0 REBATE AND LATE PAYMENT SURCHARGE:

Rebate and Late Payment Surcharge (LPSC) shall be as per CERC Regulations/MOP Rules as applicable from time to time.

9.0 ESTABLISHMENT OF LETTER OF CREDIT (LC) AND PAYMENT SECURITY MECHANISM:

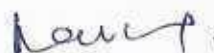
- 9.1 TGNPDCL shall establish and maintain an unconditional, irrevocable, revolving Letter of Credit valid for one year in favour of NTPC with any public sector/ scheduled commercial bank for payment of bills for supply of power from the Stations of NTPC under this Agreement before first billing cycle to TGNPDCL.
- 9.2 The LC shall cover 105 % of one month's estimated billing in respect of power supplied from these Stations to TGNPDCL. This shall be in addition to the obligation of TGNPDCL to establish similar letters of credit for supply of energy to TGNPDCL from all other generating Stations of NTPC.
- 9.3 The amount of LC shall be reviewed each half-year commencing April and October in each financial year on the basis of the average of billing of previous 12 months and the LC amount shall be enhanced/reduced accordingly not later than 1st July and 1st January respectively of the same financial year.
- 9.4 The LC shall be established for a minimum period of one year. TGNPDCL shall ensure that LC remains valid at all times during the entire/extended validity of this Agreement. LC shall be renewed not later than 30 days prior to expiry of existing LCs.
- 9.5 LC shall specify the manner and dates when bill(s) can be presented to Bank by NTPC. The bills so presented by NTPC to the Bank shall be promptly paid on their presentation. The LC charges shall be borne by TGNPDCL.
- 9.6 All costs relating to opening, maintenance, negotiation, and reinstatement of LC shall be borne by the TGNPDCL.
- 9.7 In case of drawl of the LC amount by NTPC in accordance with the terms of this Article, the amount of the LC shall be reinstated automatically not later than 7 days from such drawl. TGNPDCL shall arrange to furnish to NTPC a certificate to this effect from Bank(s) providing LC. In the event LC is not

reinstated within 7 days, NTPC shall have the right to initiate regulation of power supply as per provisions of this PPA.

Provided that TGNPDCL shall continue to be liable to pay the Capacity Charges in proportion to its allocated capacity during the period of regulation / diversion of capacity or till the capacity is re-allocated to other Bulk Power Customer(s)/ Third Party (ies).

- 9.8 Provisions of Tripartite Agreement effective from 01.11.2016 among Govt of Telangana, Govt of India and Reserve Bank of India under the scheme for One Time Settlement of SEB dues shall be applicable for supply of electricity from these stations and for safeguarding payments for the same.
- 9.9 TGNPDCL hereby agrees to provide an alternative payment security arrangement before expiry of the TPA either by efflux of time or otherwise on assignment of bulk purchase function to a company not owned or controlled by Government of Telangana in the form of Escrow Arrangement as a back up to the Letter of Credit. Under this arrangement an Escrow Account in favour of NTPC shall be established through which the Receivables of TGNPDCL /Discom shall be routed as per the terms of Default Escrow Agreement. TGNPDCL hereby agrees that NTPC will have first charge on Receivables of TGNPDCL. However, such first ranking charge shall be on the amounts, in excess of amounts, which have already been charged or agreed to be charged prior to the date of the execution of this Agreement. TGNPDCL agrees to enter into a separate 'Agreement to Hypothecate Cum Deed of Hypothecation' whereby, TGNPDCL shall hypothecate Receivables to the extent required for Payment of dues of NTPC by TGNPDCL including under this Agreement by creation of first charge in favour of NTPC. These Receivables shall be routed through Escrow Account for payment to NTPC in case of default in payments by TGNPDCL. "Receivables" for this purpose shall mean all of the present and future receipts, obligations, monies, claims, bills and any other property whatsoever which may from time to time be derived from or accrue or be offered or due to the TGNPDCL in respect of the sale by the TGNPDCL to the Consumers of electric capacity, energy and / or services or for any other reason whatsoever and all proceeds thereof.
- 9.10 The Default Escrow Agreement and Agreement to Hypothecate Cum Deed of Hypothecation shall be established by TGNPDCL to the satisfaction of NTPC at least Six Month before the expiry of the TPA either by efflux of time or otherwise on assignment of bulk purchase function to a company not owned by Govt of Telangana. In the event before expiry of TPA, TGNPDCL does not

sign the 'Default Escrow Agreement' and 'Agreement to Hypothecate Cum Deed of Hypothecation' at least 3 months before the expiry of TPA or TGNPDCL creating any superior charge in favour of any other party on its Receivables, NTPC shall have the right to reallocate allocated capacity of TGNPDCL to Third Party (ies). In case of termination of this Agreement or reallocation of capacity due to reasons stated above, TGNPDCL shall be liable to pay capacity charges for such capacity till the capacity is reallocated.

Since the payments from TGNPDCL are currently secured as per the provisions of the TPA, establishing of Escrow Arrangement is not being insisted upon by NTPC presently. TGNPDCL and NTPC agree that this Agreement shall be deemed to have created a legally binding first charge on TGNPDCL's Receivables in favour of NTPC. Accordingly, TGNPDCL shall not create any encumbrance, charge, and lien or otherwise execute any instrument which in any way affects the first charge over the Receivables. While creating any subsequent charge on its Receivables or agreeing to provide Escrow cover or any other form of payment security to any other entities like electricity supplier(s), banks, financial institutions etc. during the interim period till signing of Default Escrow Agreement with NTPC, TGNPDCL shall duly inform such electricity supplier(s), banks, financial institutions etc. of the legally binding first charge on TGNPDCL's Receivables in favour of NTPC and the first charge of NTPC shall be in preference to any other charge that TGNPDCL may create in favour of any other party.

- 9.11 Notwithstanding the obligations of TGNPDCL to pay all the dues as per this Agreement, in the event of default in opening of LC of requisite amount in favour of NTPC or non-payment of bills within a period of 45 days of billing, NTPC shall be entitled to regulate/divert the allocated capacity of the TGNPDCL to any Bulk Power Customer(s)/Third Party(ies)/Sell in Power Exchanges as per provisions for regulation of power supply issued by CERC or any other competent authority from time to time read with the provisions of TPA or as per extant GoI rules / orders / CERC regulations, if any, till the time default is set right.
- 9.12 In case of default in payment of 100% of undisputed bill amount and 95% of disputed bill amount beyond a period of 90 days of billing, NTPC shall have the right to re-allocate power to other Bulk Power Customer(s)/Third party(ies) / sell in Exchange.
- 9.13 It is clarified that above arrangement shall not be construed as relieving




TGNPDCL of any of its obligations to NTPC including obligation of payment of Capacity Charges. For the removal of any doubt, it is clarified that in case of default, TGNPDCL shall continue to be liable to pay the Capacity Charges in proportion to its allocated capacity during the period of regulation / diversion of capacity or till the capacity is re-allocated to other Bulk Power Customer(s)/ Third Party (ies) / Sell in Exchange as per terms of this Agreement.

10.0 SETTLEMENT OF DISPUTES:

- 10.1 All differences and admitted disputes between the parties arising out of or in connection with this Agreement shall be mutually discussed and amicably resolved within 90 days.

11.0 ARBITRATION:

- 11.1 In the event that the parties are unable to resolve any dispute, controversy or claim relating to or arising under this Agreement, as stated above, the same shall be dealt as per the provisions of the Electricity Act, 2003 as amended from time to time. All other disputes which are not covered under Electricity Act 2003 shall be referred to arbitration. The appointment of arbitrators and arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996. The place of Arbitration shall be at New Delhi.
- 11.2 Notwithstanding the existence of a question, disputes and or differences referred to Arbitration, the parties here to shall continue to perform their respective obligations under this Agreement.

12.0 FORCE MAJEURE:

Neither party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the Agreement to the extent that such a failure is due to force majeure events such as war, rebellion, mutiny, civil commotion, riot, strike, lock-out, forces of nature, accident, act of God or any other such reason beyond the control of concerned party. Any party claiming the benefit of this clause shall reasonably satisfy the other party of the existence of such an event and give written notice within a reasonable time to the other party to this effect. Generation/drawl of power shall be started as soon as practicable by the parties concerned after such eventuality has come to an end or ceased to exist.



13.0 IMPLEMENTATION OF THE AGREEMENT:

All discretions to be exercised and directions, approvals, consents and notices to be given and actions to be taken under these presents unless otherwise expressly provided herein, shall be exercised and given by the signatories to this Agreement or by the authorised representative(s) that each party may nominate in this behalf and notify in writing to the other party by Registered Post. Any other nomination of authorised representative(s) shall be informed likewise in writing to/by TGNPDCL within one month of signing of the Agreement. Notwithstanding any nomination, Regional Executive Director (South), NTPC Limited, SR Headquarters, NTPC Bhawan, Kavadi guda Main Road, Beside CGO Complex, Secunderabad, Telangana-500080 as well as Executive Director (Commercial), NTPC Limited, Engineering Office Complex (EOC), Sector-24, Noida-201301(UP) or their authorised representative(s) at its Registered Office shall be authorised to act severally for and on behalf of NTPC.

14.0 NOTICE:

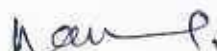
All notices required or referred to under this Agreement shall be in writing and signed by the respective authorised signatories of the parties mentioned herein above, unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered or served by registered mail/speed post of Department of Posts with an acknowledgement due to the other parties in terms of IMPLEMENTATION OF THE AGREEMENT at Article 13 above.

15.0 EFFECTIVE DATE AND DURATION:

This agreement shall come into force from the date of signing of this Agreement for all purposes and intent and shall remain operative up to completion of twenty-five (25) years from the date of commercial operation of last unit of the Station unless it is specifically extended on mutually agreed terms.

16.0 SUCCESSORS AND PERMITTED ASSIGNS:

- 16.1 In case the functions of TGNPDCL are reorganised and/or this Agreement is assigned to other organisation(s)/agency(ies), partly or wholly, the Agreement shall be binding mutatis mutandis upon the successor Distribution/Trading organisation(s)/agency(ies)/entities and shall continue to remain valid with respect to the obligations of the successor organisation(s)/agency(ies)/entities.
- 16.2 In the event the functions of TGNPDCL are reorganised and/or privatised or

this Agreement is assigned to Private organisation(s)/agency (ies), partly or wholly, TGNPDCL shall ensure that payment security arrangements in the form of 'Escrow Agreement' and 'Agreement to Hypothecate Cum Deed of Hypothecation' are signed by assignee to the satisfaction of NTPC, before assignment of this Agreement.


- 16.3 Only such of the successor entities who fulfil the above requirements and execute the requisite documents as above shall be termed as the permitted assigns.
- 16.4 While assigning this Agreement to successor/ other organisation(s), TGNPDCL shall ensure that all liabilities pertaining to the period prior to assignment are also assigned to the successor/ other organisation(s).
- 16.5 In other cases, NTPC shall have the right to terminate this Agreement. In the event of termination of this Agreement, TGNPDCL shall be liable and continue to pay the Capacity Charges each month till firm arrangement for sale of TGNPDCL contracted share with alternate customer(s) or by alternate means.


IN WITNESS WHEREOF the parties have executed these presents through their Authorised Representatives on the date mentioned above.

WITNESS

R. B. Chelani
1. (BHARAVI RAMADDEV)
NTPC Limited.

2. 
(C.H.T. VIVEKANANDA)
SE/DPE / TG PCC


(VIJAYA KUMAR JELLA)
DGM (Commercial)
For and on behalf of
NTPC
[NTPC LIMITED]


K. Venkata Ramana
For and on behalf of
TGNPDCL

[Northern Power Distribution Company of Telangana Limited (TGNPDCL)]