





# TAMILNADU ENERGY DEVELOPMENT AGENCY



JAWAHARLAL NEHRU NATIONAL SOLAR MISSION

## PRE REGISTRATION CERTIFICATE

*This is to certify that.....M/s.....Thirumala Enterprises.....  
.....Green House Apartment, Phase II, S3, McDonalds Road,  
.....Tiruchirappalli.....620001.....*

*proposing to install its Solar Power Project at.....Sathamangalam Village.....  
.....Keezhapazhur Taluk, Ariyalur Dist.....*

*with capacity ..1 MW (ONE)..... KWp in the State of Tamil Nadu has been granted  
Pre-Registration for its said Solar Power Project.*

*This Pre-Registration has been granted on preliminary verification of Solar Power  
Project parameters by Tamil Nadu Energy Development Agency (TEDA) which is  
in accordance with Rooftop and Small Solar Power Generation Programme  
(RPSSGP) guidelines announced by Ministry of New and Renewable Energy.*

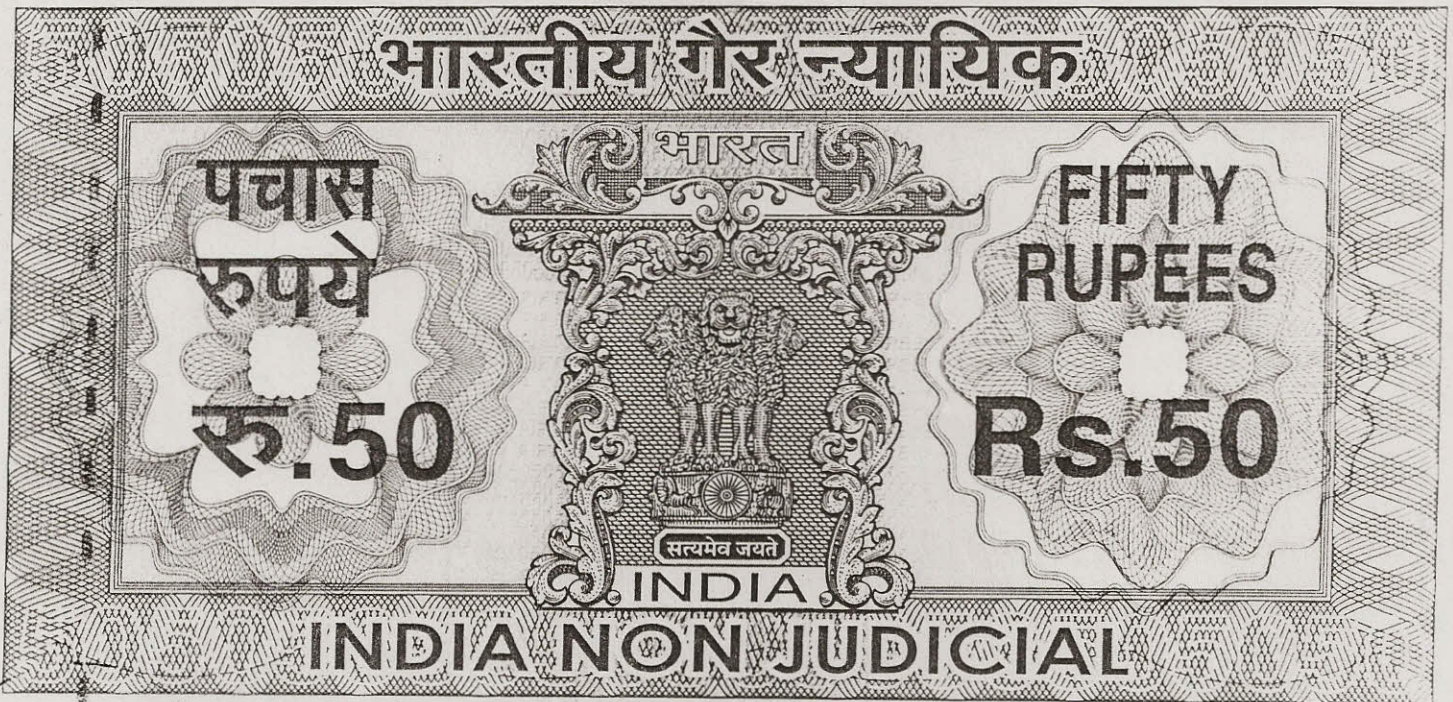
Date of issuance : 12.7.2010

Pre-Registration number : TN 100

*R. Christodas Gandhi*  
12/7/10

R.CHRISTODAS GANDHI, IAS.,  
Principal Secretary & CMD  
Tamil Nadu Energy Development Agency,  
V Floor, EVK Sampath Maaligai,  
68, College Road, Chennai-600 006.





தமிழ்நாடு தமில்நாடு TAMILNADU

R 596522

29755 Thirumala Enterprises R. Jayalakhmi  
13.7.10 Trichy

L.No. B7/1087/01/Dt: 5-2-71  
R. JAYALAKSHMI  
STAMP VENDOR  
5/2, South Chandapani Street,  
T. Nagar, Ch-17, Ph:2432 8189

MEMORANDUM OF UNDERSTANDING

BETWEEN  
PROJECT PROPONENT  
AND  
DISTRIBUTION LICENSEE

Letter reference No: M/s.Thirumala Enterprises letter dated 06.07.10

This Memorandum of Understanding (MOU) is entered on 13<sup>th</sup> day of JULY, 2010 at Chennai

Between

M/s.Thirumala Enterprises a Company<sup>1</sup> incorporated under the Companies Act 1956, having its registered office at Green House Apartment, Phase II, S3, Mc Donalds Road, Tiruchirappalli - 01. (hereinafter referred to as –"SELLER", which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the First Part;

And

<sup>1</sup> In case of an Individual, Kindly insert 'residing at' (Permanent Address)

S. Ravi Kumar  
Authorized Signatory

Superintending Engineer  
Non Conventional Energy Sources  
Tamilnadu Electricity Board,  
144, Anna Salai, Chennai-600 001





தமிழ்நாடு தமில்நாடு TAMIL NADU

48AA 970298

29757  
13.7.10

Thirumala Enterprises  
Trichy

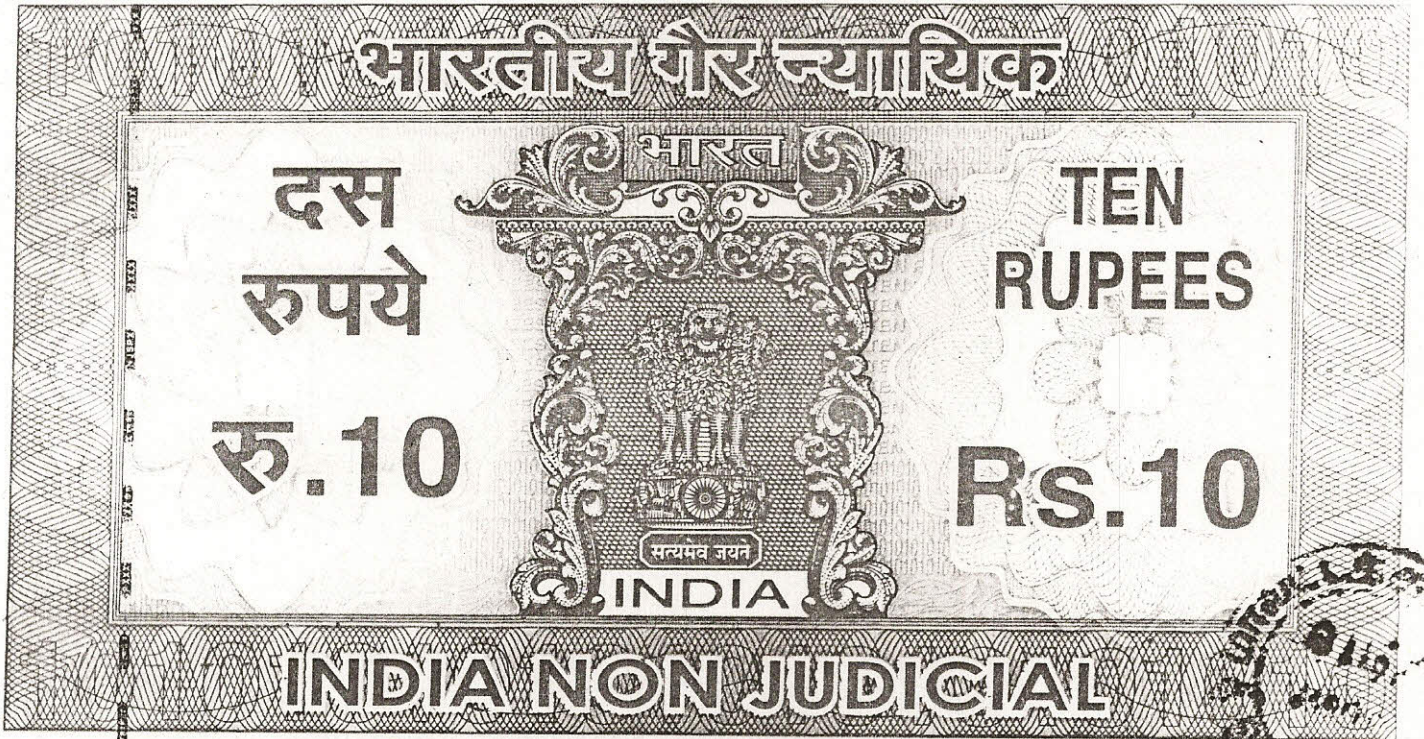
L.No. B7/1087/71/Dt: 5-2-71  
R. JAYALAKSHMI  
STAMP VENDOR  
5/2, South Dhandapani Street,  
T. Nagar, Ch-17, Ph:2432 8189

For THIRUMALA ENTERPRISES

*S. Senthil Kumar*  
Authorised Signatory

*S. Senthil Kumar*  
13/7  
Superintending Engineer  
Non Conventional Energy Sources  
Tamil Nadu Electricity Board,  
144, Anna Salai, Chennai-600 001.





தமிழ்நாடு தமில்நாடு TAMIL NADU

29759

13.7.10

Thirumala Enterprises  
Trichy

25AA 032690

*R. Jayal*  
L.No. B7/1037/71/Dt: 5-2-71  
R. JAYALAKSHMI  
STAMP VENDOR  
5/2, South Ehandapani Street,  
T. Nagar, Ch-17, Pin 2432 8189

For THIRUMALA ENTERPRISES

*S. M. Ramani*  
Authorised Signatory

*S. M. Ramani*  
13/7  
Superintending Engineer  
Non Convent  
Tamilnadu  
144, Anna Salai



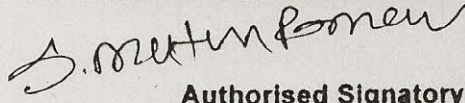
TAMIL NADU ELECTRICITY BOARD , a body corporate constituted under the Electricity (Supply) Act, 1948 (CA54 of 1948) before commencement of the Electricity Act 2003 (CA 36 of 2003) and authorised to function as the State Transmission Utility and a Licensee as notified by the Government of Tamil Nadu under section 172 of the Electricity Act , 2003 , having its office at NPKRR Maaligai , Old No.800, New No. 144, Anna Salai, Chennai - 600 002 .(hereinafter referred to as – “BUYER”, which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the **Second Part**.

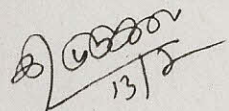
SELLER and BUYER are individually referred to as “Party” and collectively referred to as “Parties”.

**WHEREAS**

- (i) Government of India has announced ‘Jawaharlal Nehru National Solar Mission’ (hereinafter referred to as - “JNNSM”) which aims to encourage development of ‘Rooftop and other Small Solar Power Plants’ (hereinafter referred to as - “Solar Power Project”) connected at distribution network at voltage levels below 33 kV and envisage a target capacity addition of 100 MW during Phase-I of JNNSM through such Solar Power Plants across India.
- (ii) To pursue this objective, ‘Ministry of New and Renewable Energy, Government of India’ (hereinafter referred to as - “MNRE”) has devised ‘Generation Based Incentive’ (hereinafter referred to as - “GBI”) scheme and issued ‘Guidelines for Rooftop and other small Solar Power Plants connected to distribution network (below 33 kV) under JNNSM’ (hereinafter referred to as - “RPSSGP Guidelines”) on 16<sup>th</sup> June, 2010.
- (iii) The SELLER is desirous to participate in the ‘Rooftop & Small Solar Generation Programme’ (hereinafter referred to as - “RPSSGP Scheme”) by setting up 1000 kW<sup>2</sup> capacity Solar Power Project at Sathamangalam Village, Keezhapazhur Taluk, Ariyalur District in the State of Tamilnadu as per RPSSGP Guidelines for Solar Power Projects connected to distribution network (below 33 kV) under JNNSM.
- (iv) The SELLER has successfully completed requisite Pre-Registration formalities from TAMIL NADU ENERGY DEVELOPMENT AGENCY with Pre-Registration no. TN 100 on 12<sup>th</sup> day, of JULY,2010 for the said Solar Power Project, as per the terms outlined under RPSSGP Guidelines.
- (v) The SELLER is desirous for sale of entire electricity generated from its Solar Power Project to the BUYER at the delivery point’ as defined under Clause-1.7 of this MOU, from the date of commissioning of the Solar Power Project at a tariff determined by the Tamil Nadu Electricity Regulatory Commission, as per RPSSGP Guidelines and

For THIRUMALA ENTERPRISES of commissioning.

  
**Authorised Signatory**

  
**Superintending Engineer**  
Non Conventional Energy Sources  
Tamil Nadu Electricity Board,  
144, Anna Salai, Chennai-600 002

<sup>2</sup> Watt (W) referred under this document shall be read as W<sub>p</sub> (Watt Peak electric) for solar thermal applications.



(vi) The BUYER is desirous to purchase the entire electricity generated by such Solar Power Project.

(vii) The present 'Memorandum of Understanding' (hereinafter referred to as - "MoU") between SELLER and BUYER for sale of the entire electricity generated by such Solar Power Project to BUYER, is subject to the detailed terms and conditions to be agreed through a 'Power Purchase Agreement' (hereinafter referred to as - "PPA"), which shall supersede this MoU, to be entered into between SELLER and BUYER of power, subsequent to the issue of the tariff order by the Tamil Nadu Electricity Regulatory Commission and as per the terms outlined under RPSSGP Guidelines including amendment thereof from time to time.

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. SELLER'S ROLE AND RESPONSIBILITY

1.1. **QUANTUM OF POWER SALE:** The SELLER is proposing for setting up of Solar Power Project with capacity of 1000 kW and Buyer and Seller mutually agreed that Seller shall sell entire electricity generated by its Solar Power Project to the BUYER. The electricity generated by Solar Power Project shall be measured as per the recorded meter readings of solar meter as per established protocol for meter reading and certification of such meter readings agreed between the SELLER and BUYER in accordance with the terms of PPA.

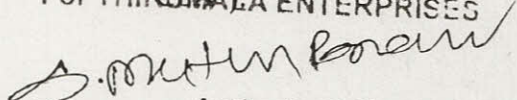
1.2. **ELIGIBLE SOLAR POWER PROJECT CAPACITY:** The SELLER shall undertake the setting up of a Solar Power Project with an installed capacity of 1000 kW subject to fulfilment of requirements, as per terms outlined under RPSSGP Guidelines including amendments thereof from time to time.

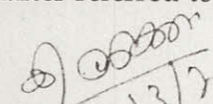
1.3. **PROJECT EQUIPMENTS/COMPONENTS:** The SELLER shall deploy components /equipments for the Solar Power Plant complying with the minimum technical standards as per terms outlined under RPSSGP Guidelines including amendments thereof from time to time.

In case the SELLER deploys crystalline Silicon cells, the modules for the same shall be manufactured in India, as per terms outlined under RPSSGP Guidelines including amendments thereof from time to time.

1.4. **GRID CONNECTIVITY:** The SELLER'S Solar Power Project shall be connected to the distribution network at voltage levels below 33kV. The interconnection with distribution network shall be in accordance with grid connectivity standards as may be stipulated by Tamil Nadu Electricity Regulatory Commission or as per the guidelines framed by the 'Central Electricity Authority' (hereinafter referred to as -

For THIRUVA LA ENTERPRISES

  
Authorized Signatory

  
Superintending Engineer  
Non Conventional Energy Sources  
Tamilnadu Electricity Board  
144, Anna Salai, Chennai-600 004



- 1.5. **METERING:** The metering arrangements for such Solar Power Project shall essentially be in accordance with the guidelines/regulations notified by Tamil Nadu Electricity Regulatory Commission, if any. Whereas, metering requirements shall be as per CEA Regulations on "Installation and Operation of Meters, 2006".
- 1.6. **PPA WITH BUYER:** The SELLER and BUYER agree to enter into a PPA for sale of entire electricity generated from SELLER's Solar Power Project on a long term basis for a maximum period of 25 years from the date of commissioning of the Solar Power Project or the period of PPA whichever is earlier.
- 1.7. **POINT OF DELIVERY:** The interconnection point of the SELLER's Solar Power Project with the BUYER's network at the nearest distribution sub-station at voltage levels below 33kV, in whose area the generating plant shall be located, shall be the point of delivery.
- 1.8. **CLAIMS FOR ELECTRICITY SUPPLIED:** The SELLER shall raise bills on monthly basis by not later than three working days (hereinafter referred to as - "Monthly Bill date") to BUYER based on joint meter reading by the SELLER and the BUYER.
- 1.9. **OPERATING PROCEDURES:** The SELLER shall follow such operating procedures on its side of the electric interconnection of its Solar Power Project with BUYER's network, as are consistent with applicable laws, rules and regulations, the terms and conditions of this Agreement, provisions of the Tamil Nadu Electricity Grid Code-2005 and other related guidelines, if any, issued by SERC, SLDC and the concerned Distribution Licensee.
- 1.10. **LOSSES & CHARGES:** Any losses and charges associated with the sale of energy up to the delivery point, if any shall be borne by the SELLER.
- 1.11. **REBATE FOR PROMPT PAYMENT:** The seller may opt for rebate of 2.5 (%) percent on the billed amount for payment made by BUYER within 7 days/ month of the receipt of monthly bill of SELLER.

## 2. BUYER'S ROLE AND RESPONSIBILITY

- 2.1 **PPA WITH SELLER:** The BUYER hereby agrees to enter into a PPA with SELLER for purchase of entire electricity generated from SELLER's Solar Power Project on a long term basis for a maximum period of 25 years from the date of commissioning of the project, at a tariff determined by the Tamil Nadu Electricity Regulatory Commission, as per RPSSGP Guidelines.
- 2.2 **PAYMENTS FOR ELECTRICITY PURCHASED:** BUYER agrees to make full payment against such monthly bills to the SELLER within 30 days of the receipt of the monthly bill subject to applicable deductions if any.

For THIRUMALA ENTERPRISES

*S. Muthu Kumar*  
Authorised Signatory

*[Signature]*  
Superintending Engineer  
Non Conventional Energy Sources  
Tamilnadu Electricity Board,  
144, Anna Salai, Chennai-600 001.



2.3 **OPERATING PROCEDURES:** BUYER agrees to follow such operating procedures on its side of the electric interconnection point with the SELLER'S Solar Power Project, as required to receive power from the SELLER's Solar Power generating facility, without avoidable interruptions or adverse consequences on the SELLER's plant, and consistent with applicable laws, rules and regulations, and the terms and conditions of this agreement.

2.4 **LOSSES & CHARGES:** Any losses and charges associated beyond the delivery point, if any shall be borne by the BUYER.

2.5 **CERTIFICATE OF POWER PURCHASED:** BUYER shall provide 'certificate of power purchase' to the Programme Administrator for monthly power purchases undertaken from SELLER'S Solar Power Project against the payments towards the monthly bills from SELLER.

### 3. GENERAL CONDITIONS

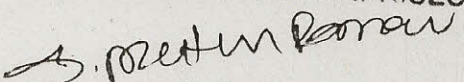
3.1 **SCOPE OF MOU:** The parties hereto hereby agree that subject to compliance of conditions outlined under RPSSGP Guidelines, all other terms and conditions of this MoU shall continue to be valid and applicable to such Solar Power Projects.

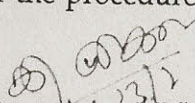
3.2 **GOVERNING:** The parties hereby agree, undertake to comply with and abide by the terms and conditions as outlined under the said RPSSGP Guidelines as amended from time to time.

3.3 **LAWS AND OTHER REGULATORY REQUIREMENTS:** The parties hereby agree to abide by the laws and other regulatory requirements announced by the CERC, Tamil Nadu Electricity Regulatory Commission, local bodies, Central and State Government from time to time.

3.4 **DISPUTE RESOLUTION MECHANISM:** If any difficulty arises in giving effect to any provision of this MoU or RPSSGP Guidelines or interpretation of the terms of this MoU and/or RPSSGP Guidelines, the authorized representatives of the parties shall attempt in good faith to resolve the dispute to the mutual satisfaction of the two parties, within the stipulations dictated by the letter and spirit of the MoU. If the said dispute / dissatisfaction remains unresolved, either party can file a petition before Tamil Nadu Electricity Regulatory Commission, whose decision will be final and binding on both the parties. Tamil Nadu Electricity Regulatory Commission shall be empowered to determine the exact nature and modalities of the procedure to be adopted in resolving the matter.

For THIRUMALA ENTERPRISES

  
Authorized Signatory

  
Superintending Engineer  
Non Conventional Energy Sources  
Tamil Nadu Electricity Board  
144, Anna Salai, Chennai - 600 002



IN WITNESS WHEREOF the Parties have caused the agreement to be executed through their duly authorized representatives as of date and place set forth above.

For and on behalf of

For and on behalf of

SELLER

BUYER

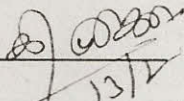
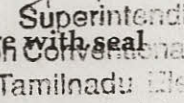
Name, designation and address

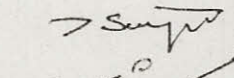
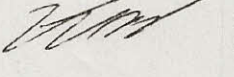
THIRUMALA ENTERPRISES  
GREEN HOUSE APARTMENTS,  
PHASE - II, 53, McDONALDS ROAD,  
Trichy - 620 001

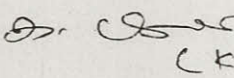
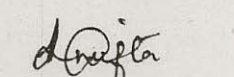
Name, designation and address

Er. T.V.K.MURUGAN  
Superintending Engineer/NCES  
2nd Floor Eastern Wing,  
144, Anna salai, Chennai - 2.

Signature  **For THIRUMALA ENTERPRISES**  
Witness  **Authorized Signatory**  
2.9.2010

Signature   
Witness   
Superintending Engineer  
Non Conventional Energy Sources  
Tamilnadu Electricity Board,  
144, Anna Salai, Chennai - 600 001.

1.  (T. SRIRAMAN)  
27/12 Crescent Park St.  
T. Nagar, Chennai-17
2.  (NIVEDH VIKAS)  
27/7 PANKATA MILL ROAD  
POLIAKULAM,  
COIMBATORE - 45

1.  (K. MANOJARAN)  
EE/WCS.
2.  (A. ANNE GIPTA)  
AE/WCS.