



ఆంధ్రప్రదేశ్ రాష్ట్రం ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH
No. 7436 Date 5/7 2018 Rs. 100/-
Issued to Sri: P.V. SSS. Subbaraju, S/o. P.V. Krishnamaraju, Hyd
For Whom: Rain Coke Ltd

CG 203093
K.S.V. SREE LATHA
Licensed Stamp Vendor
O.L. No: 6-15-5/2013
R.L. No: 6-15-01/2016
VALID UPTO: 31-12-2018
#4-358, Ramavarappadu,
VIJAYAWADA RURAL,
Cell: 9298958888

3rd AMENDMENT AGREEMENT TO POWER PURCHASE AGREEMENT DATED: 08.12.2014 TOGETHER WITH ITS AMENDMENTS DATED: 06.04.2015 & 05.08.2015 ENTERED BETWEEN SOUTHERN POWER DISTRIBUTION COMPANY OF ANDHRA PRADESH LIMITED AND M/S RAIN CEMENTS LIMITED FOR SETTING UP OF 22MW SOLAR POWER PROJECT AT 132/33KV SS DHARMAVARAM, ANANTAPUR DIST, ANDHRA PRADESH.

This 3rd Amendment Agreement is entered on this 6th day of July 2018 between Southern Power Distribution Company of Andhra Pradesh Limited (DISCOM), and M/s. Rain Coke Limited.

WHEREAS


1. Southern Power Distribution Company of Andhra Pradesh Limited (APSPDCL) has entered a Power Purchase Agreement with M/s Rain Cements Ltd for setting up of 22 MW solar power project at 132kV voltage level of 132/33kV Dharmavaram SS, Anantapur dist, Andhra Pradesh on 08.12.2014 and subsequently amended on 06.04.2015 with regard to Change in Law clause as per the directions of the Andhra Pradesh Electricity Regulatory Commission ('Commission');


CHIEF GENERAL MANAGER
P&MM & IPC, APSPDCL
TIRUPATHI

For Rain Coke Limited


Authorized Signatory

2. The PPA was further amended on 05.08.2015 with regard to change of connectivity from 132 KV voltage level to 33 KV Voltage level and also to execute the project through the SPV i.e., M/s Rain Coke Limited.
3. The said project could not be commissioned as per the time lines stipulated in the PPA. Owing to the above, APSPDCL issued notice for termination of PPA. Aggrieved by the notice, the aforesaid solar developer filed petition before Hon'ble commission.
4. During the regulatory process, Hon'ble Commission vide daily order dated 16.12.2017, directed both the parties to negotiate between themselves the possible way out from the impasse before considering the matter on merits. If there is a consensus, then the Commission will consider the manner in which such consensus can legally and factually be given effect in the proceedings on petition filed by M/s SEI Arushi Private Limited, M/s SEI Green Flash Private Limited, M/s Rain Coke Ltd, and M/s WAANEER Solar Private Limited. The proceedings of APERC on the said solar power developer's petitions were discussed in APPCC meeting held on 20.12.2017. During the meeting it was decided to request GoAP to constitute a committee along with authorization to resolve the issues related to the said solar power developers.
5. Thus, GoAP constituted a committee in order to resolve the issue of said SPDs amicably as per the proceedings issued by APERC. The said Committee submitted the Committee report to Chairman/APPCC on 03.05.2018.
6. As per the decision of APPCC, APSPDCL submitted the Committee Report to the Hon'ble Commission.
7. Hon'ble Commission vide order dated: 14.06.2018 in OP.No.9 of 2017, directed APSPDCL to appropriately come up before the Commission for giving effect to the understanding between the parties about the first year's tariff in deviation from the tariff agreed under the Power Purchase Agreement and about the reckoning of the date of the commercial operation as the actual date of commissioning and any other consequential changes


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that may have to be made in the Power Purchase Agreement in pursuance of the report of the committee accepted by the Andhra Pradesh Power Coordination Committee, the APSPDCL and the Solar developer and the Commission will have to deal with the same on merits in accordance with law as and when such an approach is made.

8. Now, this Amendment Agreement to the extant PPA dated: 08.12.2014 together with its amendments dated 06.04.2015 & 05.08.2015 are agreed and executed by both the Parties in token of their acceptance of amendments to the PPA as per APPENDIX.
9. The other terms and conditions of the extant Power Purchase Agreement dated 08.12.2014 together with its amendments dated 06.04.2015 & 05.08.2015 between the parties remains unaltered.

APPENDIX			
Sl No.	Article No.	Existing Clause	Amended and Revised as
1	Definitions Page No: 9 Quoted Tariff	“Quoted Tariff” shall mean charges Rs. 5.89 /kWh for the first Tariff Year after commencement of supply of power as per the terms of the PPA, quoted by the SPD as a part of the Financial Bid submitted on 8.10.2014 in response to the RfS APSPDCL/02/LTSP/2014 issued by APSPDCL on 14/08/2014.	“Agreed Tariff”: shall mean charges Rs 3.74/kWh for the first Tariff Year after commencement of supply of power as per the terms of the PPA Pursuant to the report of the committee constituted under G.O.RT No.26 energy, infrastructure and investment (Power-II) Department, dated 21.02.2018 and agreed between the APSPDCL and the Solar Power developer.
2	Definitions Page No: 9 Scheduled COD	“Scheduled COD” shall mean within Twelve (12) months for the Projects where Delivery is 33kV and within Fifteen (15) months for the Projects where Delivery Voltage is 132kV and 220kV from the Effective Date.	“Scheduled COD” shall mean the actual date of commissioning of the plant i.e., 07.11.2017
3	Article 2	The DISCOM shall pay	The DISCOM shall pay Tariff


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