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2568 ORANGE Anantapur wind Power Pvt Ltd
29-3-2016 Anantapur
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LICENSED STAMP VENDOR
L.No.10-25-002/2005,
RL.No.10-25-010/2014
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**POWER PURCHASE AGREEMENT
BETWEEN
SOUTHERN POWER DISTRIBUTION COMPANY OF A.P. LIMITED
AND
M/S. ORANGE ANANTAPUR WIND POWER PVT LTD**

This Power Purchase Agreement (the "Agreement") entered into this 28th day of March 2016 between Southern Power Distribution Company of AP Limited (DISCOM), incorporated by the Government of Andhra Pradesh in accordance with the Andhra Pradesh Electricity Reform Act 1998 (Act No.30 of 1998), under the provisions of Companies Act, 1956, having its office at 19-13-65/A, Ragavendra Nagar, Kesavayana Gunta, Tiruchanoor Road Tirupati, Pin - 517501, AP, India, hereinafter referred to as the "DISCOM" (which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) as first party, and M/s Orange Anantapur Wind Power Pvt Ltd, a company incorporated under companies Act, 1956, having registered office at F-9, First Floor, Manish Plaza 1, Plot No. 7, MLU, Sector -10, Dwaraka ,

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For Orange Anantapur Wind Power Pvt.Ltd.

Authorized Signatory

CHIEF GENERAL MANAGER
P & MM & IPC
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New-Delhi - 110075 hereinafter referred to as the "Wind Power Producer" (which expression shall, unless repugnant to the con-text or meaning thereof, include its successors and assigns) as second party.

2. WHEREAS, the Wind Power Producer is setting up the New and Renewable Energy Project i.e., the 100.0 MW capacity Wind power project at Honnura in Anantapuram District, Andhra Pradesh (hereafter called the Project,) with a proposal of 0.50 MW for Auxiliary Consumption and 99.50 MW for export to grid for Sale to DISCOM as detailed in Schedule 1 attached herewith, and New and Renewable Energy Development Corporation of Andhra Pradesh Limited hereafter referred to as M/s NREDCAP has accorded approval to the said project in their proceedings No. NREDCAP/WE/10449/Gamesa/2012, dt.20.07.2012 and NREDCAP/WE/10449/Gamesa / 2015, dt. 04.01.2016 and the Wind Power Producer has entered into an Agreement with NREDCAP on 04.01.2016 and the copies whereof are attached herewith as Schedule-II and Schedule III respectively;

3. WHEREAS, it has been agreed that the Project will be designed, engineered and constructed and operated by or on behalf of the Wind Power Producer or its successors with reasonable diligence subject to all applicable Indian laws, rules, regulations and orders having the force of law;


4. Whereas, the proposed Project is being setup under cluster of Wind power projects proposed at Honnura in Anantapuram District and will be connected to Extra High Voltage (EHV) Pooling Substation to be built for power evacuation from Wind power projects. The Project will share a common metering at line isolator on outgoing feeder on High Voltage (HV) side of the Pooling Substation along with other Wind power projects. The Project will also have a separate metering at Project's switchyard.

5. The terms and conditions of the Agreement are subject to the provisions of the Electricity Act, 2003 (36 of 2003) and the amendments made to the act from time to time, and also subject to regulation by the APERC.

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

For Orange Anantapur Wind Power Pvt. Ltd.

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ARTICLE 1

DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth herein below. Defined terms of singular number shall include the plural and vice-versa.

1.1 **APTRANSCO:** Transmission Corporation of Andhra Pradesh Limited, incorporated by the Government of Andhra Pradesh.

1.2 **Billing Date:** means the fifth (5th) day after the Meter Reading Date.

1.3 **Billing Month:** means the period commencing from 25th of the calendar month and ending on the 24th of the next calendar month.

1.4 **Commercial Operation Date (COD):** means, with respect to each Generating unit, the date on which such Generating unit is declared by the Wind Power Producer to be operational, provided that the Wind Power Producer shall not declare a Generating unit to be operational until such Generating unit has completed its performance acceptance test as per standards prescribed.

Explanation: In respect of Non-conventional based power projects the date of synchronisation of the first unit of the project will be treated as the Commercial Operation Date of the project.

1.5 **Delivered Energy:** means, with respect to any Billing Month, the kilo watt hours (kWh) of electrical energy generated by the Project and delivered to the DISCOM at the Interconnection Point as defined in Article 1.10, as measured by the common energy meter at the Interconnection Point during that Billing Month. As indicated in the preamble, the delivered energy recorded by the common meter shall be sum of energy delivered by all Wind power projects connected to the Pooling Substation.

Explanation 1: For the purpose of clarification, Delivered Energy, excludes all energy consumed in the Project, by the main plant and equipment, lighting and other loads of the Project from the energy generated and as recorded by energy meter at Interconnection Point.

Explanation 2: The delivered energy in a Billing Month shall be limited to the energy calculated based on the Capacity agreed for export to network for sale to DISCOM as mentioned in Preamble and Schedule - 1, multiplied with number of hours and fraction thereof the project is in operation during that billing month. In case any excess energy is delivered no payment shall be made for the same.

For Orange Anantapur Wind Power Pvt. Ltd.

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Explanation 3: The Delivered Energy will be equal to energy recorded by the individual meter at Project's switchyard minus apportioned line losses from Project's switchyard to interconnection point and shall be calculated as per the formula mentioned below:

$$\text{Delivered Energy} = X1 - (X1 \times Z \%)$$

Where

X1 is the reading of the energy meter installed at the Project's switchyard.

Z% is the line loss incurred in the transmission line between the Project and the Pooling Substation and shall be:

$$Z = \frac{(X1 + X2 + X3 + X4 + \dots) - Y}{(X1 + X2 + X3 + X4 + \dots)} \times 100$$

Where

Y is the reading of the common energy meter installed at interconnection point. X1, X2, X3, X4 etc. are the readings of the energy meters installed at the various individual Wind power projects being developed/proposed to be set up in the area and connected to the Pooling Substation.

1.6 Due Date of Payment: means the date on which the amount payable by the DISCOM to the Wind Power Producer hereunder for Delivered Energy, if any, supplied during a Billing Month becomes due for payment, which date shall be thirty (30) days from the Meter Reading Date provided the bill is received by DISCOM within 5 days from Meter Reading Date, and in the case of any

supplemental or other bill or claim, if any, the due date of payment shall be thirty (30) days from the date of the presentation of such bill or claim to the designated officer of the DISCOM.

1.7 Financial Year: shall mean, with respect to the initial Fiscal Year, the period beginning on the Commercial Operation Date and ending at 12.00 midnight on the following March 31. Each successive Financial Year shall begin on April 1 and end on the following March 31, except that the final Fiscal Year shall end on the date of expiry of the Term or on termination of this Agreement, whichever is earlier.

1.8 Installed Capacity: means the total rated capacity in MW of all the Wind Energy Generators installed by the Wind Power Producer.

For Orange Anantapur Wind Power Pvt. Ltd.

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1.9 Interconnection Facilities: means all the equipment and facilities, including, but not limited to, all metering facilities, switchgear, substation facilities, transmission lines and related infrastructure, to be installed at the voltage specified in Article 1.20 at the Wind Power Producer's expense from time to time throughout the term of this Agreement, necessary to enable the DISCOM to economically, reliably and safely receive Delivered Energy from the Project in accordance with the terms of this Agreement. As indicated in the preamble, the interconnection facilities beyond Project's switchyard shall be common for Wind Power Producer and other Wind power projects connected to the Pooling Substation.

1.10 Interconnection Point: means the line isolator on outgoing feeder on HV side of the pooling sub-station i.e., the sub-station at project site of wind farm which consists of step-up transformer(s) and associated switchgear and to the LV side of which, multiple generating unit(s) i.e., wind turbine generators are connected.

1.11 Meter Reading Date: means mid-day (i.e., noon) of the 24th (twenty-fourth) day of each calendar month, at the Interconnection Point.

1.12 Metering Point: means points where metering shall be provided for Project and shall be as follows:

(i) Common meter provided at the Interconnection Point for purposes of recording of Delivered Energy of the Project;

(ii) Individual meter provided at Project's switchyard;

(iii) Metering point shall include two separate sets of 0.2 / 0.2S class accuracy electronic tri-vector meters as specified in Article 4.1, main meter installed by the Wind Power Producer and the check meter installed by the DISCOM and both sealed by the DISCOM, having facilities to record both export and import of electricity to / from the grid.

1.13 Project: means the 100.0 MW capacity Wind power project at Honnura in Anantapuram District, Andhra Pradesh with a proposal of 0.50 MW for Auxiliary Consumption and 99.50 MW for export to network for Sale to DISCOM as entrusted to the Wind Power Producer for construction and operation as detailed in Agreement entered into with NREDCAP as shown in Schedule 3 attached herewith and includes the metering system.

1.14 Prudent Utility Practices: means those practices, methods, techniques and standards, that are generally accepted for use in electric utility industries taking into account conditions in India, and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the Project, and

that generally conform to the manufacturers' operation and maintenance guidelines.

1.15 Pooling or Receiving Substation: means 33/220 KV Substation constructed, owned and maintained by the Wind Power Producer at Nimbagalu (V) in Anantapuram District for the sole purpose of evacuating energy generated by the Project to the Grid System and for facilitating interconnection between the transmission lines emanating from the Project and the Grid System. As indicated in the Preamble, the Pooling Substation will be common for all Wind power projects connected to the Pooling Substation.

1.16 SLDC: means the State Load Dispatch Centre as notified by the State Government under the provisions of the Electricity Act 2003.

1.17 System Emergency: means a condition affecting the APTRANSCO's/ DISCOM's electrical network which threatens the safe and reliable operation of such system or which is likely to result in the disruption of safe, adequate and continuous electric supply by the APTRANSCO/DISCOM, or which endangers life or property, which condition is affected or aggravated by the continued delivery of Delivered Energy from the Project.

1.18 Surcharge on Reactive Power drawn by Wind Farms: means the charges leviable on the reactive power drawn by Wind Farms at the rate of 25 paise (twenty five paise) per KVARh of reactive energy drawn from grid upto 10% of net active energy generated and 50 paise per KVARh for total drawl if reactive energy drawn is more than 10% of net active energy generated. The above mentioned rates are subject to revision as per APERC orders from time to time. The reactive power drawn as recorded by meters at interconnection point includes the reactive power drawn by all the Wind Power Producers in the cluster. As such the reactive power recorded by the meters at the interconnection point shall be shared by all the individual power producers in the ratio of the active energy delivered by them individually.

Explanation 1: Induction generators used in Wind Farms draw reactive power from grid during generator mode and motor mode.


Explanation 2: Surcharge on reactive power drawn by Wind Farms will be levied on the Wind Power Producer.

1.19 Unit: When used in relation to the generating equipment, means one set of turbine generator and auxiliary equipment, and facilities forming part of the project and when used in relation to electrical energy, means kilo watt hour (kWh).

For Orange Anantapur Wind Power Pvt. Ltd.


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1.20 **Voltage of Delivery:** means the voltage at which the electrical energy generated by the project is required to be delivered to the APTRANSCO at the Interconnection Point and the Voltage of Delivery is as detailed below:

(Note: Insert Table A or Table B whichever is applicable)
TABLE - A

At 33 KV level:

Project interfacing		Specified type of AAAC Conductor (size)	Proposed Wind power capacity on each 33 KV line
From	To		
Wind project	Existing 33/11 KV DISCOM SS	55 sqmm	8 MW
		100 sqmm	10 MW*
		150 sqmm	
Wind project	EHT Pooling SS or existing EHT APTRANSCO SS	55 sqmm	8 MW
		100 sqmm	12 MW
		150 sqmm	17 MW**

* Capacity is restricted considering less load availability in DISCOM SS.

** As amended vide Commission's order dated 11-07-2012 in O.P.No. 7 of 2012 read with letter dated 04-06-2014 attached herewith as Schedule - IV

TABLE - B

At EHT level:

Project interfacing		EHT Level	Proposed Wind power capacity
From	To		
Pooling SS	Existing APTRANSCO EHT SS	132 KV	(i) Up to 50 MW on SC Line (ii) Above 50 MW to 100 MW on DC Line
Pooling SS	Existing APTRANSCO EHT SS	220 KV	Above 100 MW

This Project will generate electrical energy at 690 Volts, which will be stepped up to 33 KV at Project's switchyard. The electrical energy will be further stepped up from 33 KV to 220 KV at Pooling Substation and delivered to the grid. (And connected radially to upcoming 400/220 KV Uravakonda Substation by laying 220 KV DC line) (And temporarily grid connectivity to 33 KV line tapping from 33 KV Kanekal feeder emanating from 132/33 KV Uravakonda SS with a condition that total generation capacity shall not exceed 6 MW at any point during testing or commissioning until the commissioning of APTRANSCO 400/220 KV Uravakonda SS)

1.21 All other words and expressions, used herein and not defined herein but defined in Indian Electricity Rules 1956, AP Electricity Reform Act, 1998 and the Electricity Act, 2003 shall have the meanings respectively assigned to them in the said Acts.

For Orange Anantapur Wind Power Pvt Ltd.

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ARTICLE 2
PURCHASE OF DELIVERED ENERGY AND TARIFF

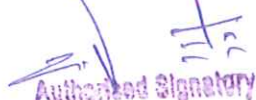
- 2.1 All the Delivered Energy at the interconnection point for sale to DISCOM will be purchased at the tariff provided for in Article 2.2 from and after the date of Commercial Operation of the Project. Title to Delivered Energy purchased shall pass from the Wind Power Producer to the DISCOM at the Interconnection Point.
- 2.2 The Wind Power Producer shall be paid tariff for energy delivered at the interconnection point for sale to DISCOM, which shall be firm at Rs.4.83 per unit without considering Accelerated Depreciation for a period of 25 Years from the Commercial Operation Date (COD) as per APERC orders No. 03 of 2015 dt.01.08.2015.
- 2.3 Tariff Determined under these regulations shall be exclusive of taxes and duties as may be levied by the Government.
Provided that the taxes and duties levied by the Government shall be allowed as pass through on actually incurred basis.
- 2.4 Income tax/ MAT is a pass through and is to be paid by the Distribution Licensees to the developer upon receipt of the claim from the developer. This is over and above the tariff determination made here in.


Electricity Duty is a pass through and is to be paid by the Distribution Licensees to the developer upon receipt of the claim from the developer. This is over and above the tariff determination made herein.

- 2.5 Where in any Billing month, the energy supplied by the DISCOM to the Wind Power Producer as a bilateral arrangement to maintain the Auxiliaries in the power plant in situations of non-generation of power, shall be billed by the DISCOM, and the Wind Power Producer shall pay the DISCOM for such electricity supplies, at the DISCOM's then-effective tariff applicable to High Tension Category-I Consumers. For this purpose, the maximum demand specified in such DISCOM's Tariff shall be computed by dividing the amount of such energy supplied by the DISCOM by hours of drawl of power from the grid in the Month.

Explanation: The Wind plants during the plant shut down periods shall draw the energy from DISCOM only for the essential loads not exceeding auxiliary consumption.

For Orange Anantapur Wind Power Pvt.Ltd.


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ARTICLE 3


INTERCONNECTION FACILITIES

- 3.1 Upon receipt of a requisition from the Wind Power Producer, the APTRANSCO and DISCOM will prepare an estimate for arranging interconnection facilities for power evacuation at the voltage level as per Article 1.20. The Wind Power Producer have to bear the entire cost of the interconnection facilities as per the sanctioned estimate. The APTRANSCO and DISCOM shall evaluate, design, and install the Interconnection Facilities and perform all work, at the Wind Power Producer's expense, necessary to economically, reliably and safely connect the grid system to the Project switch yard.
- 3.2 APTRANSCO and DISCOM may also permit the Wind Power Producer to execute the interconnection facilities for power evacuation as per the sanctioned estimate at it's discretion duly collecting the supervision charges as per procedure in vogue.
- 3.3 The Wind Power Producer shall own, operate and maintain interconnection facilities from Project to Pooling Substation from time to time and necessary expenditure shall have to be borne by the Wind Power Producer. The maintenance work on the Generating units has to be done in coordination with the APTRANSCO and DISCOM.
- 3.4 The Wind Power Producer shall agree to pay to the DISCOM, on or before signing of this Agreement, at the rate of Rs.37,000/- per MW of Installed Capacity and for fractions thereof on a pro-rata basis as a one time lump sum payment for the sole purpose of providing the required MVAR capacity at the Substation of the APTRANSCO and / or DISCOM to supply the requisite reactive power to the Grid System.
- APTRANSCO and /or DISCOM shall install the capacitors of required capacity, at the substation of the APTRANSCO and/or DISCOM before commercial operation date of the project.
- 3.5 Any modifications or procedures or changes in arranging interconnection facilities for power evacuations rest with APTRANSCO and DISCOM.
- 3.6 During the period prior to the Commercial Operation Date, on the request of the Wind Power Producer, the DISCOM will supply energy to the Project for internal consumption, on the Terms and Conditions and at the tariff rates that are applicable from time to time to the category of consumers of the DISCOM to which the Wind Power Producer belongs, provided separate metering arrangements as may be required under the Terms and Conditions of such tariff have been installed at the Project.

For Orange Anantapur Wind Power Pvt Ltd,


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ARTICLE 4

METERING AND PROTECTION

4.1 The Wind Power Producer shall install main meters of Static type 0.2 / 0.2S class accuracy at the Metering Point and the DISCOM shall install check meters of Static type at the same point and of the same accuracy. The main meters and check meters will each consist of a pair of export and import meters with facility for recording meter readings using Meter Recording Instrument. For the purpose of uniformity the Wind Power Producer shall follow metering specifications as developed by the DISCOM from time to time.

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

4.3 The meter readings from the main meters will form the basis of billing. If any of the meters required to be installed pursuant to Article 4.1 above are found to be registering inaccurately the affected meter will be immediately be replaced.

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

4.5 If during the half yearly test checks, both the main meters and the corresponding check meters are found to be beyond permissible limits of error, both the meters shall be immediately replaced and the correction applied to the consumption registered by the main meter to arrive at the correct delivered energy for billing purposes for the period of the one month up to the time of such test check, computation of delivered energy for the period thereafter till the next monthly meter reading shall be as per the replaced main meter.

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

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

4.8 The main and check meters shall be tested and calibrated once in a Financial year utilizing a Standard Meter. The Standard Meter shall be calibrated once in every year at the approved Laboratory by Government of India / Government of Andhra Pradesh, as per Terms and Conditions of supply.

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

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

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

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

4.13 Voltage regulation shall be such as to enable continued paralleling and synchronisation with the network voltage at the point of interconnection.

4.14 The equipment of the Wind Power Producer shall be designed for fluctuations in the frequency within limits of -5% and +3% of the standard frequency of 50 cycles per second.

4.15 The Wind power developer shall ensure that the power factor of the power delivered to the DISCOM is maintained as per the APERC/CEA/CERC norms from the time to time.

4.16 Any change in rupturing capacity of switch-gear, settings of the relays, etc., shall be subject to approval of the DISCOM.

4.17 As the Project's generator may carry fault currents that may occur on the grid, the Wind Power Producer shall provide adequate generator and switchgear protection against such faults. The DISCOM is not responsible for

damage, if any, caused to the Project's generator and allied equipment during parallel operation of the generator with the grid.

4.18 The Wind Power Producer shall make a good faith effort to operate the Project in such a manner as to avoid fluctuations and disturbances to the APTRANSCO's / DISCOM's network due to parallel operation with the network.

4.19 The Wind Power Producer shall control and operate the Project as per Prudent Utility Practices. The DISCOM shall only be entitled to request the Wind Power Producer to reduce electric power and energy deliveries from the Project during a System Emergency, and then only to the extent that in the DISCOM's reasonable judgment such a reduction will alleviate the emergency. The DISCOM shall give the Wind Power Producer as much advance notice of such a reduction as is practicable under the circumstances and shall use all reasonable efforts to remedy the circumstance causing the reduction as soon as possible. Any reduction required of the Wind Power Producer hereunder shall be implemented in a manner consistent with safe operating procedures.

For Orange Anantapur Wind Power Pvt. Ltd.

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ARTICLE 5
BILLING AND PAYMENT

5.1 For Delivered Energy purchased, Wind Power Producer shall furnish a bill to the DISCOM calculated at the rate provided for in Article 2.2, in such form as may be mutually agreed between the DISCOM and the Wind Power Producer, for the billing month on or before the 5th working day following the Meter Reading Date.

5.2 For payment of bills of the generating company through letter of credit, a rebate of 2 % shall be allowed.

Where payments are made other than through letter of credit within a period of one month of presentation of bills by the generating company, a rebate of 1% shall be allowed.

Any payment made beyond the due date of payment, DISCOM shall pay interest at existing SBI base rates plus one percent and in case this rate is reduced, such reduced rate is applicable from the date of reduction.

5.3 The DISCOM shall pay the bill on monthly basis as per Article 5.1.

5.4 **Letter of Credit:** Not later than 30 days prior to the Scheduled COD of the Generating Unit, DISCOM shall cause to be in effect an irrevocable revolving Letter of Credit issued in favour of Wind Power Developer for a minimum period of one year by a Scheduled Bank (the "Letter of Credit").

a. However Letter of Credit shall not be invoked for any disputed bill amount.

5.5 **Direct payment:** Wind developer shall submit bills for the energy delivered during the billing period as per the provision of this PPA and there upon DISCOMs shall make payment for the eligible bill amount by the due date of payment.

5.6 **Billing disputes:** The DISCOM shall pay the bills of Wind Power Producer promptly subject to the clauses 5.1 and 5.2 above.


The DISCOM shall notify Wind Power Producer in respect of any disallowed amount on account of any dispute as to all or any portion of the bill. Wind Power Producer shall immediately take up issue with all relevant information with DISCOM which shall be rectified by the DISCOM, if found satisfactory. Otherwise notify its (DISCOM's) rejection of the disputed claim within reasonable time with reasons therefor. The dispute may also be decided by mutual agreement. If the resolution of any dispute requires the DISCOM to reimburse Wind Power Producer, the amount to be reimbursed shall bear interest at SBI base rates plus one percent and in case this rate is reduced, such reduced rate is applicable from the date of reduction from the date of disallowance to the date of reimbursement.

5.7 All payments by the DISCOM to Wind Power Producer hereunder shall be made to such address as may be designated by Wind Power Producer to the DISCOM in writing from time to time.

Address : M/s.Orange Anantapur Wind Power Pvt Ltd
F-9, First Floor, Manish Plaza 1,
Plot No. 7, MLU, Sector -10,
Dwaraka , New-Delhi – 110075
Telephone : 011-30501110
Fax : 011-30501114
Email : account@orangepowergen.com

For Orange Anantapur Wind Power Pvt. Ltd.


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ARTICLE 6
UNDERTAKING

6.1 The Wind Power Producer shall be responsible:

- (i) For proper maintenance of the project in accordance with established prudent utility practices.
- (ii) For operation, maintenance, overhaul of the plant, equipment, works, switch yard and transmission lines and equipment up to the Interconnection Point of the project in close coordination with the DISCOM.
- (iii) The Wind Power Producer shall furnish the generation and maintenance schedules every year.
- (iv) For making all payments on account of any taxes, cess, duties or levies imposed by any Government or competent statutory authority on the land, equipment, material or works of the project or on the energy generated or consumed by the project or the Wind Power Producer or on the income or assets of the Wind Power Producer.
- (v) For obtaining necessary approvals, permits or licences for operation of the project and sale of energy to DISCOM there from under the provision of the relevant laws.
- (vi) The Wind Power Producer have to comply with the provisions of the AP Code of Technical Interface (Grid Code).
- (vii) For achieving Commercial Operation Date within two years from the date of signing of the Agreement.
- (viii) For seeking approval of APTRANSCO and DISCOM in respect of Interconnection Facilities, Pooling Substation and synchronization of the Project with grid.
- (ix) The Wind Power Producer shall not dismantle and take away project machinery and interconnection facilities during the PPA term.
- (x) After 25th year of the operation from Commercial Operation Date, if plant continues to operate, the DISCOM shall have the first right of refusal on power purchase from the Wind power plant. The tariff beyond 25th year shall be as mutually agreed by both the parties, subject to approval of APERC.
- (xi) **Sharing of Clean Development Mechanism (CDM) benefits:**The Proceeds of carbon credit from approved CDM Project shall be shared between generating company and concerned beneficiaries in the following manner namely.

For Orange Anantapur Wind Power Pvt. Ltd.

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(a) 100% of the gross proceeds on account of CDM benefits is to be retained by the project developer in the first year after the date of commercial operation of the generating station.

(b) In the second year, the share of the beneficiaries shall be 10 % which shall be progressively increased by 10% every year till it reaches 50%, where after the proceeds shall be shared in equal proportion, by the generating company and the beneficiaries.

6.2 The DISCOM agrees:


(i) To make all reasonable efforts for making arrangements for evacuation of power from the project to be completed prior to the Commercial Operation Date of the Project subject to Article 3.

(ii) For purchase of Delivered Energy from the project as per section 2.2.

(iii) To co-ordinate with APTRANSCO and assist the Wind Power Producer in obtaining approval for the interconnection facilities where the interconnection is at 132 kV or above voltages, for synchronization, Commercial Operation, regular operation etc., as required by the Wind Power Producer.

For Orange Anantapur Wind Power Pvt. Ltd.

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ARTICLE 7

DURATION OF AGREEMENT

This Agreement shall be effective upon its execution and delivery thereof between parties hereto and shall continue in force from the Commercial Operation Date (COD) and until the twenty fifth (25th) anniversary that is for a period of twenty five years from the Commercial Operation Date (COD). This Agreement may be renewed for such further period of time and on such terms and conditions as may be mutually agreed upon by the parties, 90 days prior to the expiry of the said period of twenty five years, subject to the consent of the APERC. Any and all incentives/conditions envisaged in the Articles of this Agreement are subject to modification from time to time as per the directions of APERC.

For Orange Anantapur Wind Power Pvt Ltd.

Authorized Signatory


CHIEF GENERAL MANAGER
P & MM & IPC
APSPDCL :: TIRUPATI

ARTICLE 8

NOTICES

8.1 Except as otherwise expressly provided in this Agreement, all notices or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered personally or sent by registered or certified mail, email or fax addressed as follows:

If to the Wind Power Producer:


Attention : M/s.Orange Anantapur Wind Power Pvt Ltd
F-9, First Floor, Manish Plaza 1,
Plot No. 7, MLU, Sector -10,
Dwaraka , New-Delhi – 110075
Telephone : 011-30501110
Fax : 011-30501114
Email : account@orangepowergen.com

If to the DISCOM:

Attention : Chief General Manager, (IPC & P&MM)
APSPDCL,
19-13-65-A, Corporate Office ,
Ragavendra Nagar , Kesavayana Gunta,
Tiruchanoor Rd, Tirupati – AP, India - 517501
Fax No. : 0877-2237407
Telephone No. : 0877-2237407
Email id : gmipcdcl@gmail.com

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

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

For Orange Anantapur Wind Power Pvt. Ltd.

Authorized Signatory


CHIEF GENERAL MANAGER
P & MM & IPC
APSPDCL :: TIRUPATI

ARTICLE 9

DEFAULT

9.1 The Wind Power Producer shall achieve Commercial Operation Date within two years from the date of signing of the Agreement, default of which, the Agreement is liable for termination and the same can be done at the option of DISCOM with due notice.

9.2 In the event, DISCOM commits a breach of any of the terms of this Agreement, the Wind Power Producer shall be entitled to specific performance of this Agreement or claim such damages as would be available under Law or both, at its option, by giving 30 days notice to DISCOM.

9.3 In the event, Wind Power Producer commits a breach of any of the terms of this Agreement, the DISCOM shall be entitled to specific performance of this Agreement or claim such damages as would be available under Law or both, at its option, by giving 30 days notice to Wind Power Producer.

9.4 If the default continues for a period of 30 days or more, either party will have a right to issue a preliminary notice for termination of this Agreement. If the default is not cured within 30 days thereafter, either party can terminate this Agreement and can claim damages at its option.

9.5 In the event of cancellation of the Project allotted to the Wind Power Producer by NREDCAP for any reason, the PPA with DISCOM will automatically get cancelled;

For Orange Anantapur Wind Power Pvt. Ltd.

Authorised Signatory

CHIEF GENERAL MANAGER
P & MM & IPC
APSPDCL :: TIRUPATI

ARTICLE 10
DISPUTE RESOLUTION

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


10.2. Following notice by one Party to the other setting out the particulars of the dispute, if the designated representatives are unable to resolve a dispute under this Agreement within 15 days, such dispute shall be referred by such representatives to a senior officer designated by the Wind Power Producer and a senior officer designated by the DISCOM, respectively, who shall attempt to resolve the dispute within a further period of 15 days.

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

10.4 Failing resolution of the dispute in terms of the above provisions or even otherwise, any party may approach the AP Electricity Regulatory Commission to adjudicate upon the dispute in terms of Section 86 (1) (f) of Electricity Act, 2003.

For Orange Anantapur Wind Power Pvt. Ltd.

Authorized Signatory


CHIEF GENERAL MANAGER
P & MM & IPC
APSPDCL :: TIRUPATI

ARTICLE 11
SPECIAL PROVISIONS

11.1 The waiver of any breach or failure to enforce any of the terms, covenants or conditions of this Agreement shall not in any way affect, limit, modify or waive the future enforcement of such terms, covenants or conditions.

11.2 No oral or written modification of this Agreement either before or after its execution shall be of any force or effect unless such modification is in writing and signed by the duly authorized representatives of the Wind Power Producer and the DISCOM, subject to the condition that any further modification of the Agreement shall be done only with the prior approval of Andhra Pradesh Electricity Regulatory Commission. However, the amendments to the Agreement as per the respective orders of APERC from time to time shall be carried out.

11.3 However, in respect of power evacuation, the voltage levels for interfacing with grid will be as per Article 1.20. The cost of interconnection facilities has to be borne by the Wind Power Producer as per Article 3.

11.4 The invalidity or unenforceability for any reason of any provision of this Agreement shall not prejudice or affect the validity or enforceability of any other provision of this Agreement.

11.5 The failure of any party to insist in one or more instances upon the strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or relinquishment of any such rights but the same shall continue in full force and effect.


11.6 Unless the context otherwise requires, every arrangement, procedure or any other matter which is, under any of the provisions of this Agreement, required to be mutually agreed upon between the parties, shall be concluded by a written Agreement between the parties not later than the date specified in the concerned clause of this Agreement, subject to the consent of the APERC.

11.7 This Agreement, including Schedule 1, 2 & 3 attached hereto, constitute the entire agreement between the parties with respect to the subject matter hereof, and there are no oral or written understandings, representations or commitments of any kind, express or implied, not set forth herein.

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

For Orange Anantapur Wind Power Pvt. Ltd.


Authorized Signatory

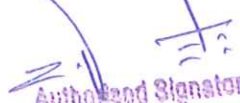

CHIEF GENERAL MANAGER
P & MM & IPC
APSPDCL :: TIRUPATI


11.9 The parties each agree to act in good faith in implementing the terms and conditions of this Agreement and in carrying out their respective obligations hereunder.

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


11.11 In the event of the merger or re-organisation of Wind Power Producer if the resulting entity is able to perform Wind Power Producer's obligations hereunder in no less a manner than Wind Power Producer, the resulting entity shall take the right and responsibility for performance of Wind Power Producer's obligations.

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

For Orange Anantapur Wind Power Pvt. Ltd.

Authorized Signatory


CHIEF GENERAL MANAGER
P & MM & IPC
APSPDCL :: TIRUPATI

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



CHIEF GENERAL MANAGER
P. & M. & IPC
For and behalf of
APSPDCL :: TIRUPATI
SOUTHERN POWER DISTRIBUTION COMPANY
OF A.P.LIMITED

WITNESS

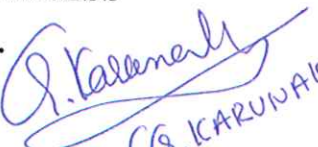
1. 
DIVISIONAL MANAGER
POWER PURCHASE
APSPDCL :: TIRUPATI

By:

2. Its:

For Orange Anantapur Wind Power Pvt. Ltd.
For and behalf of
M/S. Orange Anantapur Wind Power Pvt Ltd

Authorized Signatory

WITNESS

1. 
CG. KARUNAKAR

By:

2. Its:


SCHEDULE 1
Particulars of the Project
(Referred to in the Preamble to the Agreement)

Name of the Project	Location	No. of Wind Energy Converters	Capacity of the Project* In MW	Power export to the Grid In MW
M/s.Orange Anantapur Wind Power Pvt Ltd	Honnura in Anantapuram District Location No. Survey No. G1-07 700-2 G1-08 691/A1 G1-09 236/2 G1-11 204/B G1-12 210/6A G1-14 211,212/A G1-15 672/B G1-16 669 G1-17 667 G1-18 243/A,& 243/B G1-19 248 G1-20 673/F G1-21 - 18/A/2 18/C/1, 18/C/2 G1-23 630 G1-24 144,145/A G1-25 143/B5,144,65/A G1-26 15/B1,15/B2 G1-27 113/C,113/B G1-28 276 G1-29 283,284 G1-30 270 G1-31 115/C,118,119/A1 G1-32 114,435/B G1-33 627 G1-34 434/A1,435/A1A G1-35 432 G1-36 432,428/N,428/M&O G1-37 252 G1-38 252 G1-39 134 G1-40 136 G1-41 136,400/C G1-42 391/B G1-43 297, 296 G1-44 299,300 G1-45 97/A1,98/J1,98/J/A2 G1-46 97/A1,98/J1 G1-47 97/A1,98/J1 G1-48 156/B,156/C1 G1-49 156/B,156/C,158 G1-50 159,160 G1-51- 118,152/1A3,162,134/A2 G1-52 132,133/A1 G1-53 131,132 G1-54-114/A1,114/A2A,114/B, 113/A2,113/B G1-55 116/2,116/1 G1-56 12,19/A,19/B G1-57 18/B2,18/C1,18/C/2 G1-58 630 G1-59 790	50(2 MW Each)	100	99.50

* Out of 100 MW, 0.50MW is for Auxiliary Consumption and 99.5 MW is for export to grid for sale to DISCOM.

For Orange Anantapur Wind Power Pvt. Ltd.

Authorised Signatory


CHIEF GENERAL MANAGER
P & MM & IPC
APSPDCL :: TIRUPATI

SCHEDULE – II

(Copy of sanction proceedings from NREDCAP to the Company)

SCHEDULE – III


(Copy of agreement entered into by the Company with NREDCAP)

SCHEDULE – IV

Annexure – I to the Commission's order dated 30-03-2010 in O.P.No. 40 of 2010 and Commission's order dated 11-07-2012 in O.P.No.7 of 2012 and letter dated 04-06-2014 & Regulation No. 1 of 2015 and as per Order No. 3 of 2015 dated 01.08.2015.

For Orange Anantapur Wind Power Pvt. Ltd.

Authorized Signatory


CHIEF GENERAL MANAGER
P & MM & IPC
APSCDCL :: TIRUPATI

అంధ్రప్రదేశ్ నూతన మరియు పునరుద్ధరణీయ ఇంధన వనరుల అభివృద్ధి సంస్థ లి.

New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.

(A State Government Company)

(Formerly Non-Conventional Energy Development Corporation of Andhra Pradesh Ltd.)

Regd. Office : # 5-8-207/2, Pishah Complex, Nampally, Hyderabad - 500 001. India.

Tel : Off : 040-23202391, 23202262. 23203376 Fax : 040-2320 1666

E-mail : info@nedcap.gov.in, nedcap@ap.nic.in Website : www.nedcap.gov.in



Ref: NREDCAP/WE/10449/Gamesa/2015

Dt.04 .01.2016

To

M/s Orange Ananthapur Wind Power (P) Ltd,
F-9, 1st Floor, Manisha Plaza-1,
MLU, Sector-10, Dwaraka,
NEW DELHI-110075.

Sirs,

Sub: Transfer of 100 MW capacity wind farm in favour of M/s Orange Ananthapur Wind Power (P) Ltd, out of 200 MW wind farm allotment given to M/s Gamesa Wind Turbines Pvt. Ltd.- Orders issued - Reg

Ref: 1. Sanction Proceedings No. NREDCAP/WE/10449/Gamesa/2013

Dt.20.7.2012

2. Agreement entered on 20.07.2012

3. Lr.No. Gamesa/300MW Nimbagallu/WF/NREDCAP/2015-16/, dt. 30.09.2015 of M/s Gamesa Wind Turbines Pvt. Ltd

4. Lr.No. ANPWPL/15-16/08, dated 14.08.2015 of M/s Orange Ananthapur Wind Power (P) Ltd,

& & &

In the reference 1st cited, 200 MW capacity wind farm project allotment was given to M/s Gamesa Wind Turbines (P) Ltd to set up at Tagguparthi- Honnura, Ananthapur dist. As per the terms of the agreement entered by M/s Gamesa Wind Turbines (P) Ltd, the developer was permitted to sell the projects/ sub-projects to promoters with prior approval of NREDACP.

In the reference 3rd cited, it was communicated by M/s Gamesa Wind Turbines (P) Ltd that M/s Orange Ananthapur Wind Power (P) Ltd, have placed orders on their company M/s Gamesa Wind Turbines (P) Ltd, for establishing 100 MW wind farm project at Honnura, Ananthapur district and requested to transfer 100 MW capacity in the name of M/s Orange Ananthapur Wind Power (P) Ltd, from the existing wind farm capacity allotted to them.

Taking into consideration, the request made by M/s Orange Ananthapur Wind Power (P) Ltd, the consent given by M/s Gamesa Wind Turbines (P) Ltd and also the provisions of sanction proceedings issued vide reference 1st cited and the agreement entered on 20.07.2012, permission is hereby accorded to transfer 100 MW wind power capacity in favour of M/s Orange Ananthapur Wind Power (P) Ltd, F-9, 1st Floor, Manisha Plaza-1, MLU, Sector-10, Dwaraka, New Delhi-110075 from existing capacity allotment accorded to M/s Gamesa Wind Turbines (P) Ltd

For Orange Ananthapur Wind Power Pvt. Ltd.

Authorized Signatory

"Energy is Life - Conserve it"

CHIEF GENERAL MANAGER
P & MM & IPC
APSPDCL :: TIRUPATI

2-

M/s Orange Ananthapur Wind Power (P) Ltd, is requested to enter into agreement with NREDCAP as per the prescribed format (enclosed) within one month from the date of this order. The other terms and conditions of the sanction order issued to M/s Gamesa Wind Turbines (P) Ltd will hold good to this transfer of project of 100 MW capacity to M/s Orange Ananthapur Wind Power (P) Ltd, New Delhi.

Thanking you,

Yours faithfully,
Sd/-
VC & Managing Director

Encl:a.a.

Copy to M/s Gamesa Wind Turbines Pvt. Ltd FUTURA, NO.334, Old
Mahabalipuram Road (Opp to MTL) Sholinganallur, Chennai – 600 119
Copy to Chairman and Managing Director, APCPDCL, Hyderabad.
Copy to the Chief Engineer, IPC, APPCC, AP TRANSCO ,Hyderabad.
Copy to the District Collector, Anantapur District.
Copy to the District Manager (WD), Anantapur District.

//FBO//



PROJECT DIRECTOR (WE)

For Orange Anantapur Wind Power Pvt. Ltd.



Authorized Signatory



CHIEF GENERAL MANAGER
P & MM & IPC
APSPDCL :: TIRUPATI



తెలంగాణ తెలంగాణ TELANGANA

సంఖ్య 5206 ది. 26 AUG 2015
మంత్రి M. Raja S. N. Reddy
అధికారి Gamete Wind Turbines Pvt Ltd
హైదరాబాద్ Hyderabad

A 545675
MOHD YASSEN KHAN
Licensed Stamp Vendor
Lic No. 18-07-056, of 2012
Ren No. 18-07-018/2015
S. No. 5-8-13/26, Safabad,
Taramandal Complex Hyd-04.
Ph. : 040-23249837

AGREEMENT

THIS AGREEMENT is entered into on this ^{14th} of January, 2016 at Hyderabad, by and among

(1) New and Renewable Energy Development Corporation of Andhra Pradesh Ltd., (NEDCAP) a fully owned State Government Company, registered under the Companies Act, 1956, having its office at 5-8-207/2, Pishga Complex, Nampally, Hyderabad 500 001 (India), represented by its Vice Chairman & Managing Director, hereinafter referred to as the **NREDCAP of the FIRST PART,**

AND

(2) M/s Orange Ananthapur Wind Power (P) Ltd, a company incorporated under the Companies Act, 1956, having its registered office at: F-9, 1st Floor, Manisha Plaza-1, MLU, Sector-10, Dwaraka, New Delhi-110075, represented by its Authorized Signatory, Sri C. Balakrishnan, hereinafter referred to as the 'Developer' / 'Customer' of the **SECOND PART.**

Contd...

For Orange Ananthapur Wind Power Pvt. Ltd,

CHIEF GENERAL MANAGER

P & MM & IPC

For New & Renewable Energy Development
APSPDC, TIRUPATI Pradesh Ltd.

For Orange Ananthapur Wind Power Pvt. Ltd.

Authorized Signatory

Vice Chairman & Managing Director

Authorized Signatory

(3) M/s Gamesa Wind Turbines Pvt. Ltd, the company incorporated under the Companies Act, 1956, having its Regd office at FUTURA, NO.334, Old Mahabalipuram Road (Opp to MTL) Sholinganallur, Chennai – 600 119, represented by its Authorised Signatory, Sri R.Sachidanandam, hereinafter referred to as the 'Developer' of the **THIRD PART**

The NREDCAP, Customer and the Developer are severally referred to as the Party and collectively as Parties.

The expressions 'NREDCAP', 'Developer' / 'Customer' and 'Developer' shall unless repugnant to the context or meaning thereof, include respectively their successors, administrators and permitted assigns,

WHEREAS,

A. NREDCAP is the Nodal Agency for approval of wind energy projects upto 40 MW capacity and, therefore, for setting up of wind farms in the Potential Areas in the State of Andhra Pradesh as per the guidelines of the Ministry of New and Renewable Energy (MNRE), Government of India and also the guidelines under the Andhra Pradesh Wind Power Policy-2015 of the Government of Andhra Pradesh (GOAP) notified vide GO MS No.9, Energy Infrastructure & Investment (PR-II) Department, dated 13-02-2015 (hereinafter called the 'Policy') as well. For the projects with more than 40 MW Capacity, the GOAP grants clearance on the recommendations of NREDCAP. The Policy, inter-alia, aims at encouraging optimum utilization of the available wind power potential in the State by facilitating adoption of state of art technology through private participation, balancing the interest of the customers and the developers, permitting the developers for using the power produced for captive consumption or making sale to a third party or to DISCOMs as per the guidelines under the Policy, and the Indian Electricity Act 2003 and the rules and regulations made and the directions issued by GOAP thereunder. Under the Policy the Developer is also eligible for certain incentives and concessions. As per the existing Policy guidelines of NREDCAP, where the Developer is a manufacturer or supplier, such Developer can transfer the capacities allotted to it to any customer provided prior approval of NREDCAP stipulating such of the terms and conditions as it considers necessary and appropriate is obtained.

B. The Third Party was earlier sanctioned 200 MW wind farm projects to be set up at Thagguparthi-Honnura, Ananthapur District and accordingly an Agreement was entered between NREDCAP and the Developer as given in following table, hereinafter referred as the '**Principal Agreement**' containing the terms and conditions thereof. Para 2 of the Principal Agreement enables development of the wind power projects by the Developer for customers/users.

Contd...

For Orange Anantapur Wind Power Pvt. Ltd.

Authorized Signatory

CHIEF GENERAL MANAGER

P & MM'S: IPC
APSPDCL :: TIRUPATI

For New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.

Sl. No	Company Name	Proceedings No. & Agreement Date	Capacity Sanctioned (In MW)
1	M/s Gamesa Wind Turbines Pvt. Ltd	Sanction Lr.No. NREDCAP /WE/10449/Gamesa/2013, Dt.20.7.2012 Agreement Date: 20.07.2012	200
	Total		200

C. The Third Party through their Letter No. Gamesa/Nimbagallu/WF/NREDCAP/2015-16/, dt. 30.09.2015 informed that they have received orders from the following companies as per the details given below, hereinafter referred to as the 'Project', duly conveying its no objection and consent for transfer of the Project in the name of the Second Party being its customer from the existing capacity sanctioned.

Sl No	Customer Name	Capacity in MW	Capacity transferred from	Capacity transferred MW
01	M/s Orange Ananthapur Wind Power (P) Ltd	100	M/s Gamesa Wind Turbines Pvt. Ltd	100
Total		100		100

D. After due consideration of the proposals under (B) above, the First Party, through its Letter/ Proc No. Ref: NREDCAP/WE/11075/Gamesa/2015, Dt.01.01.2016 and granted permission for the transfer of the Project stipulating the terms and conditions therefor and for entering into this Agreement. The Second Party having complied with the conditions of the said permission letter of NREDCAP requested for execution of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.2 Definitions

In this Agreement, the words and expressions, unless and otherwise defined or described herein, shall, unless repugnant to the context or meaning thereof, have the meaning assigned in the Andhra Pradesh Electricity Reforms Act 1998 (APERC Act), the Indian Electricity Act 2003 and GO MS No.9, Energy Infrastructure & Investment (PR-II) Department, dated 13-02-2015, GOAP or in the Principal Agreement appended hereto.

For Orange Ananthapur Wind Power Pvt. Ltd.

For Gamesa Wind Turbines Pvt. Ltd.

For New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.

CHIEF GENERAL MANAGER

P & MM & IRO Chairman & Managing Director

APSPDCL :: TIRUPATI

Authorised Signatory

1.3 Public Interest

The sanction, development, operation and maintenance of the Project is in public interest.

1.4 Essence of Time

As the Project Implementation is as per a pre-decided time schedule, the Customer shall ensure that the Project is executed within the Project Implementation Period.

ARTICLE 2 GRANT OF ALLOTMENT

2.1 Transfer of Sanctioned Capacity

Subject to and in accordance with the terms and conditions set forth in this Agreement and the Principal Agreement; and the Customer undertaking to observe and perform the covenants, obligations, responsibilities, terms and conditions of this Agreement and the Principal Agreement as well, NREDCAP hereby sanctions transfer of 100 MW capacity wind power from wind power project earlier sanctioned to the Developer M/s Gamesa Wind Turbines Pvt. Ltd, to and in the name of the following Customers /developers for setting up of the Project as per the following table for generation of 100 MW capacity each of wind power for captive use/sale of power to AP DISCOM/Sale of power to third party.

Sl.No	Customer Name	Capacity (MW)	Location details
01	M/s Orange Ananthapur Wind Power (P) Ltd,	100	Honnura, Ananthapur district.
	Total	100	

2.2 Financing

The Customer shall set up and operate the Project with its own finance. There shall be no financial contribution from NREDCAP.

2.3 Applicability of other Laws

The sanction of the Project and its development and operation by the Customer shall be subject to the Indian Electricity Act 2003 the Rules and Regulations made thereunder from time to time; the Regulations and directions of the Andhra Pradesh Electricity Regulatory Commission (APERC); the Policy of the GOAP and NREDCAP as formulated and amended from time to time and all other Applicable Laws.

For Orange Ananthapur Wind Power Pvt. Ltd.

Authorized Signatory

Authorized Signatory

CHIEF GENERAL MANAGER,
P & MM & IPC
APSPDCL :: TIRUPATI

For New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.

Vice Chairman & Managing Director

2.4 Regulation of Allotment

The Policy empowers NREDCAP to regulate the allotment of wind generation power projects.

ARTICLE 3 PERFORMANCE GUARANTEE

The Performance Guarantee submitted by the Developer and renewed from time to time shall be proportionately applicable to this Project and it shall be the responsibility of the Customer to ensure that the Performance Guarantee well before its expiry renewed from time to time and no notice therefor shall be issued by NREDCAP duly complying with the stipulations and conditions specified in Article 5 of the Principal Agreement.

ARTICLE 4 EFFECT OF PRINCIPAL AGREEMENT

Save except as otherwise and to the extent provided in this Agreement all other terms and conditions of the Principal Agreement including rights, entitlement, obligations and liabilities shall remain the same and binding on the Parties. It is clarified that any extension of time granted by NREDCAP for any particular event in terms of the Principal Agreement shall also be applicable to this Agreement.

ARTICLE 5 MISCELLANEOUS

5.1 Dispute Resolution

(a) Amicable Resolution

Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement including completion or otherwise of the Project between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties

(b) Appeal

1. In the event of the Parties not finding an acceptable solution to the dispute(s) within 30(thirty) days, the Customer may appeal to the Chairman of the Board of Directors of NREDCAP whose decision shall be final and binding.

5.2 Governing Law and Jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and the Courts at Hyderabad, Andhra Pradesh State, India shall have jurisdiction over all matters arising out of or relating to this Agreement.

For Orange Anantapur Wind Power Pvt. Ltd.



Authorized Signatory

For Orange Anantapur Wind Power Pvt. Ltd.



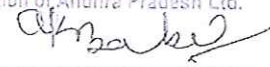
Authorized Signatory

CHIEF GENERAL MANAGER

P & MM & IPC

APSPDC - VISAPATI

For New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.



Vice Chairman & Managing Director

5.3 Waiver

(a) Waiver by either Party of any default or any rights under the Agreement by the other Party in the observance and performance of any provision of or obligations or under this Agreement

- i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement
- ii. shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
- iii. shall not affect the validity or enforceability of this Agreement in any manner.

(b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement

or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

5.4 Amendments

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the Agreement among the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by the Parties hereto and evidenced in writing.

5.5 Exclusion of Implied Warranties etc.

1. This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in a binding legal agreement executed by the Parties.

5.6 Indemnity

The Customer and the Developer hereby undertake and agrees to defend, indemnify and hold harmless the NREDCAP, its officers, employees and consultants from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses, suits, actions and damages arising by reason of bodily injury, death or damages to property sustained by third parties that are caused by an act of negligence or the wilful misconduct of the Customer and/or Developer or by their officer/s, director/s, sub-contractor/s, agent/s or employees.

5.7 Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by registered post, hand delivery, recognized national courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

For Orange Anantapur Wind Power Pvt. Ltd.

Authorized Signatory

Authorized Signatory

CHIEF GENERAL MANAGER Contd...

P & MM & IPC

APSPDC, APURATI

For New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.

Vice Chairman & Managing Director

If to the NREDCAP

Vice Chairman and Managing Director,
5-8-207/2, Pishah Complex,
Nampally, Hyderabad 500 001
Fax.No.040 23201666, email: info@nedcap.gov.in

If to the Customer

M/s Orange Ananthapur Wind Power (P) Ltd,
F-9, 1st Floor, Manisha Plaza-1,
MLU, Sector-10, Dwaraka,
NEW DELHI-110075, Phone No. 011-30501110
Email: account@organgepowergen.com

If to the Developer

M/s Gamesa Wind Turbines Pvt. Ltd, FUTURA, NO.334,
Old Mahabalipuram, Road (Opp to MTL) Sholinganallur,
Chennai - 600 119, Phone: 044-39242424

Or such address, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized national courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by facsimile, when transmitted properly addressed to such facsimile number and copy sent by mail. In case of any change in the address, it shall be the responsibility of each party to get such change recorded in relevant records of the other Party/ies and get confirmation to that effect.

5.8 Partial Invalidity / Severability

If for whatever reason, any provision of this Agreement is or become invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentally to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

5.9 Precedence of Documents

The following documents / agreements between the Parties shall be construed as mutually explanatory to one another provided that in the event of any conflict or repugnancy between them the order of precedence of the documents shall be:

For Orange Ananthapur Wind Power Pvt. Ltd,
Authorized Signatory
For Gamesa Wind Turbines Pvt. Ltd,
Authorized Signatory
For NREDCAP, Contd.
CHIEF GENERAL MANAGER
P & MM & IPC
APSPDCL :: TIRUPATI
Vice Chairman & Managing Director
Corporation of Andhra Pradesh Ltd.

- a) This Agreement, including Schedules and Annexure.
- b) The Principal Agreement.
- c) Letter of Sanction.
- d) Proposals submitted by the Customer and Developer

5.10 Counterparts

This Agreement shall be executed in three counterparts on non-judicial papers of Rs.100/- each and registered if required under law at the cost and expense of the Developer which when executed and delivered shall constitute an original of this Agreement.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

Signed, Sealed and Delivered
For and on behalf of Customer by:

[Signature]
Authorized Signatory

Signature of Authorised Person
(Seal)

Signed, Sealed and Delivered
For and on behalf of the NREDCAP

For New & Renewable Energy Development
Corporation of Andhra Pradesh Ltd.

[Signature]
Vice Chairman & Managing Director

Signature of Authorised Person
(Seal)

For and on behalf of Developer by

for Gamesa Wind Turbines Pvt. Ltd.

[Signature]
Authorized Signatory
Signature of Authorised Person
(Seal)

Witnesses

In the presence of

1) Signature

Name

Address

[Signature]
P.V. Kumar
P.O, NREDCAP, Hyderabad

2) Signature

Name

Address

[Signature]
M. RAJA
Gamesa
Somajiguda, Hyderabad

For Orange Anantapur Wind Power Pvt. Ltd.

[Signature]
Authorized Signatory

[Signature]
CHIEF GENERAL MANAGER
P & MM & IPC
APSPDCL :: TIRUPATI



ANDHRA PRADESH ELECTRICITY REGULATORY COMMISSION

Hyderabad

Dated: 30-03-2010

Present:

Sri A.Raghotham Rao, Chairman

Sri R.Radhakishen, Member


Sri C.R.Sekhar Reddy, Member


O. P. No. 40 of 2010

In the matter of approval of format for Power Purchase Agreement (PPA) and Guidelines on Power Evacuation from Wind Power Projects in Andhra Pradesh

1. The Andhra Pradesh Electricity Regulatory Commission passed orders on 01-05-2009 in O.P. Nos. 6&7 of 2009, determining the tariff for Wind Power Projects. As per the said orders, the tariff for Wind Power Projects for which PPAs would be entered into between 01-05-2009 and 31-03-2014, shall be firm at Rs. 3.50 per unit for the first ten (10) years from Commercial Operation Date (COD). The orders also stipulated that the

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eligible developer shall bear the entire cost of power evacuation facilities for interconnecting the Wind Firms with the Grid and delivery of power.


2. Against the above backdrop, a petition was filed by 4 DISCOMS & APTRANSCO (herein after referred to as petitioners) on 20-08-2009, seeking orders u/s 86 (1) (b) & (e) of the Electricity Act, 2003 read with sec: 21 (4) of APER Act, 1998, for approval of guidelines for evacuation of power from Wind Power Projects and format of revised standard PPA. The motivation for filing the above said petition, as stated in the petition itself, is a request from the prospective Wind Power Project developers seeking issuance of guidelines on power evacuation facilities and making certain amendments to the existing standard PPA towards uniform and Regulatory approved guidelines for evacuation facilities and power purchase agreement format which will provide clarity and help in sustainable promotion of Wind Power Projects. Obviously the petition is a next step to orders determining tariff for the wind projects towards attracting investments in the wind sector in the state of Andhra Pradesh. Admittedly, the guidelines on power evacuation facilities and PPA format have been evolved in consultation with prospective developers and Non Conventional Energy Development Corporation of Andhra Pradesh (NEDCAP).
3. The petition was taken on record by the Commission and was assigned O.P.No.40 of 2009. Thereafter, Public Notice was issued on 26-10-2009

inviting the views of Public and other Stakeholders on the petition filed by the 4 Discoms and AP Transco which was placed on the official website of the Commission. The last date for receipt of views was 15-11-2009 and thereafter a Public hearing was scheduled for 30-11-2009.

4. In response to the above notice, two (2) Associations viz. (1) Indian Wind Turbine Manufacturers Association (IWTMA) and (2) Indian Wind energy Association (InWEA) filed their written submissions with a copy to the Chief Engineer/ IPC/ APPCC, the petitioner on 11-11-2009 and 23-11-2009 [InWEA took permission to file their written submissions after the due date of 15-11-2009] respectively. The Commission had directed the petitioner to file their responses vide letter dated 25-11-2009 with a copy to the above two Associations. The petitioner had filed their responses vide their letter dated 30-12-2009. Subsequently, the matter was part heard on 30-11-2009 and thereafter finally heard on 10-02-2010. During the hearings, in addition to the petitioner and members of the above said associations, a representative of (NEDCAP) was also present.
5. The Commission, having perused the record and with due regard to the written and oral submissions of the above said two associations, together with the written and oral responses of the petitioner, and also cognizing the views of the representative of the NEDCAP, identified the following key issues in the context of approval of guidelines for evacuation of power from

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wind power projects and approval of format of revised standard power purchase agreement:

- (i) Whether Choice of conductor (technology, size, and loading) at 33 kV level should be left to the developer.
- (ii) Whether there is any need for sanctioning of estimates and drawings by any agency, since the 33 kV system is constructed, operated and owned by the developer.
- (iii) Whether supervision charges are to be levied, since the 33 kV network is constructed, owned and operated by the wind firm developer.
- (iv) Whether there should be a provision for the individual projects to be inter-connected to the grid network also.
- (v) Whether Explanation 2 under Delivered Energy clause is to be modified.
- (vi) Whether certain additional undertakings of Discoms need to be inserted under clause 6.2 of the PPA.

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- (vii) Whether seeking approval of guidelines for power evacuation by the licensee has legal validity.
- (viii) Whether evacuation costs beyond metering point should be borne by STU.
- (ix) Whether differential treatment for Cluster and Individual projects can be allowed.
- (x) Whether deemed generation clause needs to be incorporated into the PPA:

6. The detailed examination of the key issues and findings of the Commission thereon are as under:

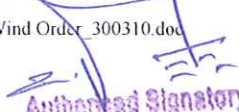
(i) Whether Choice of conductor (technology, size, and loading) at 33 kV level should be left to developer: IWTMA suggested that in the draft guidelines, choice of the Conductors has been limited to only AAAC Conductors which is not appropriate as there are several other types of conductors available in the Market like ACSR, new technologies like ACCC etc. They further stated that the developer should be left free to adopt available technologies and the size, type and loading on the conductors based on thermal limits. On this, the petitioner stated that the limit of

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power to be transferred at specific voltage level is characterized by current carrying capacity of the conductor and voltage regulation and as such, there was requirement to specify the permissible capacity on specific conductor at specific voltage. They further stated that the other states' ERCs have also specified the norms for injection of power by NRE projects to the state grid, and that the Rajasthan Electricity Regulatory Commission in its order dt. 31.3.2006 had stipulated the norms for connectivity of NRE projects with the grid. The petitioners requested the Commission to approve the evacuation norms for Wind power projects to be permitted at 33 KV level as proposed. The representative of the NEDCAP also opined that from the point of view of ensuring uniformity in the Grid, the choice of selecting the technology, size, type and loading of the conductor cannot be left to the developer. After a detailed examination of the technical considerations, the Commission is of the view that no changes are warranted on this account, in the evacuation guidelines or the PPA format submitted by the petitioner.

(ii) Whether there is any need for sanctioning of estimates and drawings by any agency since 33 kV system is constructed, operated and owned by the developer: IWTMA stated that the 33 kV line is constructed, operated and owned by the Wind firm developer and as such 33 kV systems should not be subject to sanctioning of estimates or drawings from any of the agencies. In response, the petitioner stated that Section 7 of the Electricity Act, 2003

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stipulates that a generating company has to comply with technical standards relating to connectivity with grid, referred to in clause (b) of Section 73. The petitioner further stated that the Central Electricity Authority's (CEA) notified regulations on technical standards for connectivity to the grid, and particularly Clause 6 (6) of the above said regulation, stipulates that a generating company has to make a request for connection in the planning stage to the transmission or distribution licensee, as the case may be, and the licensee should carry out interconnection study to determine the interconnection point, required interconnection facilities and modifications required to the existing grid. The petitioner further added that the regulation also states that the study may also address transmission system capability, losses and voltage regulation etc., and as such, the Transmission and Distribution licensees have to study and finalize the inter connection scheme for wind power projects. The petitioner further stated that states like Karnataka and Tamilnadu are also following a similar procedure. The Commission having considered the views of both the parties, is of the view that sanctioning of estimates and approval of drawings has to be necessarily done by the concerned licensees, in as much as the 33 kV system, even though owned and operated by the developer, will ultimately form part of the grid and as such supervision by the licensee is a necessity and is in line with provision of the EA 2003 and accordingly, no changes are warranted in the evacuation guidelines and the format PPA submitted by the petitioner.

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(iii) Whether supervision charges are to be levied since 33 kV network is constructed, owned and operated by the wind firm developer: IWTMA pointed out that since the entire 33 KV network from the Wind turbine up to and including the Wind farm pooling station is constructed, owned and operated by the Wind firm developer, there should not be any supervision charges payable to APTRANSCO or DISCOM. In response to this, the petitioner stated that the evacuation scheme executed by Wind developers required to be supervised by the concerned Officers of transmission and distribution licensee for adherence to the standards/norms. The petitioner further stated that, to promote Wind power projects, the Transmission and Distribution licensees have already agreed to collect concessional supervision charges and that the charges proposed are minimum, when compared to similar charges being collected in Tamilnadu and Karnataka from Wind power projects. Further, the representative of NEDCAP also supported the stand of the petitioner. The Commission, noting that the evacuation scheme executed by the developer is to be supervised by the concerned officers of the petitioner, and also upon cognizing that such charges are already concessional besides being in the nature of one time payment, is of the view that supervision charges are to be necessarily paid by the wind developer and accordingly no change is warranted to the guidelines for evacuation of power from wind power projects or the PPA format as filed by the petitioner on this account.

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(iv) Whether there should be a provision for the individual projects to be inter- connected to the grid network also: IWTMA stated that the individual Wind power projects may be interconnected with the nearest grid SS or grid network [addition suggested by IWTMA]. In response, the petitioner stated that as per the existing procedure, the wind power projects and other NRE projects coming up as independent projects at specific location have to be interfaced to the nearest sub station with dedicated line and metering shall be provided at sub station. The petitioner has further brought to the notice of the Commission that very less capacity of wind power projects will come up as individual projects. NEDCAP also confirmed that in AP Projects are coming up in clusters. In view of the above position, and duly recognizing that in AP individual projects are not very likely to come, Commission is of the view that no changes are warranted on this account to the evacuation guidelines or the PPA format as filed by the petitioner.

(v) Whether Explanation 2 under Delivered Energy clause is to be modified: IWTMA stated that the Definition of Delivered Energy (Definition1.5) is very clear and precise, whereas, the Explanation 2 under the Delivered Energy clause is ambiguous and redundant. They further stated that, whatever a wind farm generates from the agreed capacity as per the preamble and Project Definition (Definition 1.13), the same will become the delivered

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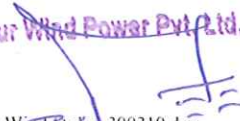
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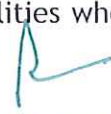
energy and as such the question of calculation of energy based on the number of hours and fraction thereof, and limiting the delivered energy to that extent will not arise at all. IWTMA finally stated that this explanation will definitely lead to confusion in the future and therefore should be removed. In response, the petitioner stated that the explanation is already approved by the Hon'ble Commission in the earlier PPAs, and that the explanation indicates that in any month, the energy delivered by Wind Power Projects above 100% PLF, if any, shall not be accounted for payment. Further, the petitioner stated that the Commission also asked the NEDCAP about their opinion on the issue, and in response they have opined that the apprehension of the wind developers on this is unfounded as the PLF of a wind generator would never exceed 100% PLF and accordingly, the clause can be retained as it is without any change. Commission, is therefore of the opinion that there is no harm in retaining the clause as it is. Hence no change is warranted in the revised standard PPA.

(vi) Whether certain additional undertakings of Discoms need to be inserted under clause 6.2 of the PPA: IWTMA suggested that the following undertakings of Discoms need to be inserted under clause 6.2 of the PPA:

(a) to off-take and purchase all the Electricity generated by the Company at the Delivery Point (b) to coordinate with APTRANSCO and assist the Company in obtaining approval for the interconnection facilities where the

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interconnection is at 66 KV or above voltages, for synchronization, Commercial Operation, regular operation etc., as required by the Company (c) to allow the Company to operate the Project as a must run generating station (d) to provide start up power required for the plant as and when necessary. The point wise response of the petitioner is as follows: (a) the proposed clause is similar to the existing clause at 6.2 (ii) which states that DISCOM agreed to purchase delivered energy from the project and as such incorporation of this clause will create duplication and may not be necessary (b) the proposed clause may be considered (c) as per APERC orders Wind projects are already considered as must run stations (d) Article 2.5 of PPA format already provides that Wind projects can avail start up power required for plant as and when necessary by paying necessary charges and as such incorporation of proposed clause will create duplication and may not be necessary. Commission having carefully examined the suggestion of IWTMA and the responses of the petitioner is of the view that all the points raised by IWTMA have been already covered by the PPA clauses already built in except for item (b) as above. Accordingly, it would be sufficient, if the revised standard PPA is modified by inserting the undertaking indicated at (b) above. Accordingly, Commission modifies the PPA format suitably.

(vii) Whether seeking approval of guidelines for power evacuation by the licensee has legal validity: InWEA pointed out that though the approval of

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PPA format is clearly stipulated in Section 86 (1) (b) of Electricity Act, 2003, there is no legal provision stipulating for seeking approval of guidelines for power evacuation by licensees. In response, the petitioner stated that Section 86 (1) (e) of Electricity Act 2003 stipulates that the Hon'ble Commission shall promote NRE projects by providing suitable measures for connectivity with the Grid. The petitioner stated that even though various State ERCs have announced measures for connectivity with Grid in respect of NRE projects in the light of the above mentioned provision, APERC had not specified measures in respect of NRE projects under Section 86 (1) (e) of the Act for connectivity with the Grid. The petitioner further stated that the Act has not prohibited the licensees from approaching the Hon'ble Commission seeking approval to measures for connectivity with the Grid in respect of NRE projects under Section 86 (1) (e) of the Act and accordingly, the licensees had filed the petition under Section 86 (1) (e) of the Act, along with other provisions of the Act, seeking approval to power evacuation guidelines for Wind Power Projects and as such, the Petition is not contrary to Section 86 (1) (e) of the Act. Further, the petitioner stated that the Petition filed by the petitioners provided a platform for participation by all concerned stakeholders in the proceedings and put forth their views before the Hon'ble Commission and as such, no prejudice is caused to the Respondent.

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The Commission has examined the contention of InWEA. An order on determination of tariff / power purchase price in respect of "New Wind based Power Projects" was issued on 01-05-2009. It is necessary to have an approved set of guidelines, format of PPA in furtherance of the order of 01-05-2009. NEDCAP has informed during the course of hearing that some of the developers are already coming forward to sign PPAs and commission the project before 31st March 2010, based on the PPA and guidelines finalized by the AP Transco and if the same are approved by the Commission, all the obstacles for investment in Wind sector would vanish. Further, IWTMA assured the Commission that investment would be forthcoming once PPA and guidelines are approved by the Commission. Commission does not want to come in the way of attracting investments in the State of A.P. Further, Commission has no hesitation in holding that approval of evacuation guidelines is squarely covered by the provision "*promote co-generation and generation of electricity from renewable sources of energy by providing suitable measures for connectivity with the grid*" as mentioned under section 86 (1) (e) of the Electricity Act 2003. For all the reasons mentioned above, the Commission considers that the contention of InWEA can not be accepted.

(viii) Whether the evacuation costs beyond metering point should be borne by STU: INWEA stated that as per the Electricity Act, the STU is required to plan and develop intra-state transmission for smooth flow of electricity

For Orange Anantapur Wind Power Pvt Ltd.

from generating station to load centre. InWEA further stated that Forum of Regulators also had reported that grid connectivity for RE sources should be optimally provided by licensees through their CAPEX plans submitted to appropriate Commission for approval and that the Rajasthan ERC also had stipulated that transmission licensees are responsible for the development of the evacuation system beyond pooling substation till the nearest grid substation. InWEA finally stated that the draft PPA and guidelines should be suitably amended specifying that the licensees shall be responsible for development of system beyond the Interconnection Point (metering point). In response, the petitioner stated that Section 10 of the Electricity Act 2003 specified the duties of generating companies. Further, the petitioner stated that this section stipulated that it shall be the duty of the generating company to establish, operate and maintain generating stations, tie-lines, substations and dedicated transmission lines, connected therewith in accordance with the provisions of the Act or the rules or regulations made there under. The petitioner further stated that the evacuation line from the interconnection point (metering point) of the generating project to existing Grid will be a tie-line or dedicated transmission line for interfacing the generating project with the Grid and as such, as per the above provision of the Act, the Wind developers have to establish the evacuation line beyond the interconnection point (metering point) to the Grid. The petitioner also stated that the Hon'ble Commission in its orders dated 1.5.2009 in OP Nos.6 & 7 of 2009, adopted Wind Power

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Project cost as Rs.4.70 Crs/MW including evacuation cost and arrived at a tariff of Rs.3.43/unit, however, finally the Hon'ble Commission fixed tariff for wind power projects at Rs.3.50/unit in order to encourage this sector. Finally, the petitioner opined that in view of the above position, the developers shall have to bear the entire cost of evacuation for connecting Wind Projects to the Grid and delivery of power.

On this, the Commission is generally in agreement with the views of the petitioners namely 4 Discoms and AP Transco as narrated above. Further, it is also to be recalled that when GoAP issued its new Wind Policy cognizing the views of IWTMA vide G.O Ms.No.48, dt.11-04-2008 as amended by G.O Ms.No.99, dt.9.9.2008, it was clearly mentioned that the eligible developer shall bear the entire cost of power evacuation facilities for interconnecting the wind farm with the Grid and delivery of power. It is thus clear that the wind developers are in agreement with the above provision of the policy as it relates to evacuation cost. The cost of evacuation by the developer was taken into consideration in arriving at Rs.3.43 / unit. The tariff of Rs.3.50 / unit was finally determined to encourage generation of wind power in the state of AP, thus providing additional 7 paise per unit. Further, it may be noted that, it is only the InWEA that is raising this issue and IWTMA did not raise this issue at all, implying that the above provision on evacuation cost are workable. That apart, the touchstone on which the effectiveness of any policy can be

For Orange Anantapur Wind Power Pvt. Ltd.

tested is whether it is able to attract any investment or not. In this case, both based on policy announced by the GoAP and based on the orders passed by the Commission on 01-05-2009, and based on PPA and evacuation guidelines proposed by the AP Discoms/AP Transco, 16 number of PPAs totaling to a capacity of 16.8 MWs have been signed and submitted to the Commission seeking consent, precisely in the same format of PPA and based on the guidelines now sought to be approved. This is a proof positive that investments are forthcoming based on the existing Policy / Order / PPA / Evacuation Guidelines. That being the case, the Commission feels that the issues raised by InWEA are only hypothetical in nature at least in AP situation based on the current level of network expansion and guidelines submitted by the petitioner and hence, they do not warrant any changes in the guidelines on evacuation or PPA format.

(ix) Whether differential treatment for Cluster and Individual projects can be allowed: InWEA stated that the proposed guidelines and the draft PPA proposed interconnection point for cluster of wind farms as EHV side of pooling substation. However, in respect of wind projects developed as individual projects, it is proposed at APTRANSCO/DISCOM substation. InWEA opined that this is discriminatory and that the CERC also has not provided any differential treatment for wind projects under cluster scheme and individual projects and as such, PPA and guidelines should be suitably amended specifying that metering point shall be online isolator on outgoing

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feeder on HV side at pooling substation for all wind projects. In response, the petitioner stated that the CERC regulation has not mentioned the interconnection point for Wind Power projects coming up at specific location as an individual project without having a Pooling substation and hence reference to CERC Regulation is irrelevant. The petitioner further stated that as per the existing procedure, Wind power projects and other NRE projects coming up as independent projects at specific locations have to be interfaced to the nearest substation with dedicated line and metering shall be provided at substation. The petitioner also stated that very less capacity of Wind Power Projects will come up as individual projects and these projects can directly feed power to the existing grid substations through dedicated feeders without constructing another pooling substation. As such, metering for these projects is proposed as per the existing norms approved by the Hon'ble Commission for individual NRE projects and the same may be approved. On this, NEDCAP also stated that in AP, plants are coming as clusters and not as individual projects. The Commission having considered the above views feels that since individual projects are unlikely to come in AP, no changes are warranted to the either guidelines or PPA as submitted by the petitioner.

(x) Whether deemed generation clause needs to be incorporated into the

PPA: InWEA stated that necessary clauses of remedy (to provide compensation for deemed generation) should be incorporated in PPA

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against default by APTRANSCO /DISCOM in timely completion of evacuation scheme and breakdown or outages of evacuation infrastructure. In response, the petitioner stated that the evacuation guidelines and draft PPA clearly specified that the Wind developers can also carryout evacuation infrastructure development by paying supervision charges. The petitioner further stated that the draft PPA format at Article 6.2 provides that DISCOM shall make arrangements for evacuation of power prior to COD. Article 4.19 also provides that DISCOM shall use all reasonable efforts to rectify system emergency circumstances causing reduction in generation as soon as possible. Further, the petitioner also stated that the Wind Projects are must run stations and DISCOMs have to purchase energy as and when generated by these projects and deemed Generation clause is associated only where generator has to give availability declaration and subjected to scheduling and dispatch and compensation/ penalty is leviable on generators, in case of default. The Commission having considered the views of all the parties, and duly examining the provisions of the PPA at Article 4.19 and 6.2, and also recognizing that the option of carrying out infrastructure development is also available to the wind developer, and further having come to an understanding that there is no motivation for Discoms not to off-take renewable power, in view of the Renewable Power Purchase obligation (RPPO), cast upon the Discoms, obligating to buy a minimum of 5% of their purchases, is of the view that the existing provision of the PPA, which were also evolved in consultation with NEDCAP and

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prospective wind developers, is in order and accordingly no changes are warranted on this account in the PPA format.

7. The Commission having examined the key issues in para '6' supra hereby approves the Guidelines on Power Evacuation from Wind Power Projects in Andhra Pradesh (Annexure-1) and PPA format (Annexure-2) as annexed to this order duly incorporating the changes as approved in the preceding paragraphs of this order and certain other changes to add clarity. From now on the parties to the agreement should execute the agreement as per the Commission's approved PPA.
8. The Commission hopes that the final guidelines and standard PPA will make sure that Andhra Pradesh will see some major capacity addition from wind in the coming years.

This order is signed by the Andhra Pradesh Electricity Regulatory
Commission on this 30th day of March 2010.

Sd/-
C.R.Sekhar Reddy
Member

Sd/-
R.Radhakishen,
Member

Sd/-
A.Raghotham Rao,
Chairman

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ANDHRA PRADESH ELECTRICITY REGULATORY COMMISSION
4th & 5th Floors, Singareni Bhavan, Red Hills, Hyderabad-500 004

O.P No.7 of 2012

Dated: 11-07-2012

Present

Sri A.Raghotham Rao, Chairman
Sri C.R.Sekhar Reddy, Member
Sri R.Ashoka Chary, Member

In the matter of

Indian Wind Energy Association (InWEA)
Having its registered office at
PHD House, 3rd Floor, Asian Games Village,
August Kranti Marg, New Delhi – 110 016.
Rep. by its Secretary.

.... Petitioner

AND

Transmission Corporation of Andhra Pradesh Ltd (APTRANSCO)
Vidyut Soudha, Khairathabad, Hyderabad.

..... Respondent

This petition coming up for hearing on several dates including on 21.05.2012, in the presence of Sri Arijit Maitra, Advocate, Sri Ajit Pandit, for the petitioner and Sri P.Shiva Rao, and Sri G.Brahmananda Rao, Advocates for the respondent and having stood over for consideration to this day, the Commission delivered the following:

ORDER

This petition is filed by the petitioner seeking modification of the guidelines in the order dated 30.03.2010, for evacuation of power from Wind Power Projects in Andhra Pradesh in line with Central Electricity Authority (Technical Standards for Construction of Electrical Plants and Electrical Lines) Regulation 2010, in pursuance of Regulations 6 (4) and Regulations 49 of APERC (Conduct of Business) Regulations, 1999 and APERC (Conduct of Business) Amendment Regulations, 2000 and Section 94 (1) (f) of Electricity Act, 2003.

For Orange Anantapur Wind Power Pvt Ltd.

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1. In the said petition it is mentioned by the petitioner association that:
 - i) This Commission issued order dated 30.03.2010 approving guidelines for evacuation of power from wind energy projects and standard format for PPA. However, the Commission has not allowed choice to the developer to select size, type loading of the conductor at 33 kV.
 - ii) The said order of the Commission did not specify any control period or limitation period for applicability thereby implying that condition mentioned in the said order continue to be applicable till modified or amended. In view of the above, the respondent is imposing the restrictive conditions for limiting wind energy evacuation upto 10 MW that 33 kV and for evacuation of capacity in excess of 10 MW at higher system voltages at 132 kV.
 - iii) Recently CEA issued Central Electricity Authority (Technical Standards for Construction of Electrical Plants and Electrical Lines) Regulation 2010 which has been notified on August 20, 2010. The said Regulation covers the type of conductors to be used for transmission and distribution lines. Considering the mandate given to CEA, it would be necessary that norms in the State of AP should also be in conformity with the norms issued by CEA for development the grid and standardization.
 - iv) In support of its claim for modification of the guidelines issued by APERC in its order dated 30.03.2010, the petitioner mentioned various grounds in its petition and also mentioned evacuation system arrangements in other States.

2. The said petition was returned informing the petitioner to explain as to how the petition is maintainable. On 19.08.2011 the petitioner filed written submissions, wherein it is stated that:

- a) The State Commission shall discharge under Section 86 (1) the following functions, namely:-

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"to promote Generation of electricity from renewable sources of energy by providing suitable measures for connectivity with the grid"

- b) Providing flexibility of choice of conductor enabling Wind Energy Generators to evacuate more power at 33 kV from the same line consequently resulting in optimum utilization of Electric lines as well as curtailment of extra cost for the wind generators are suitable measures for connectivity with the grid that the Commission is mandated to provide under Section 86 (1) (e) of the 2003 Act.
- c) It is technically feasible to evacuate higher capacity in terms of MW using conductors which allow higher line loading in Amp, rather than restricting it to 10 MW. For example with conductor such as ACSR Panther or AAAC Panther allows wind energy generators to easily inject 15 to 25 MW power at 33 kV.
- d) The Commission can sustain the change in policy where it would have properly balanced the legitimate expectation of the wind energy generators as against the need for a change.
- e) The Central Electricity Authority (CEA) is required to notify Regulations under Section 73 (b) read with Section 177 (2) (e) specifying the technical standards for construction of electrical plants electric lines and connectivity to the grid.
- f) Accordingly, the Central Electricity Authority (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2010 (hereinafter referred to as "CEA Regulations 2010") came to be notified. There is no reason why CEA Regulations 2010 should not be binding. In sharp contrast, the discretion under Section 61 (a) to "be guided by" the principles and methodologies specified by the Central Commission for determination of the tariff is not present in regard to CEA Regulations 2010.
- g) As far as the petitioner is aware, to date, no change has been made by the Parliament to the CEA Regulations 2010.
- h) The CEA Regulations 2010 have binding force, as they are statutory in nature. It is delegated legislation enacted under the powers

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conferred upon CEA by the primary legislation i.e., under Section 73 (b) read with Section 177 (2) (e) of the 2003 Act.

- i) The Hon'ble Supreme Court has held in its judgment dated March 15, 2010 in PTC India Ltd Vs. CERC [reported in AIR 2010 SC 1338] that a Regulation stands on a higher pedestal vis-à-vis an order (decision) in the sense that an order has to be in conformity with the regulations.
- j) The Commission's order dated 30.03.2010 is required to be aligned to the CEA Regulations, 2010.
- k) The validity of the CEA Regulations, 2010 cannot be tested in any proceedings before this Commission.
- l) This Commission is empowered in law to review its order dated 30.03.2010 in terms of Section 94 (1) (f) of the 2003 Act read with Regulation 49 of the APERC (Conduct of Business) Regulations, 1999 (hereinafter referred to as the "Conduct of Business").
- m) The CEA Regulations 2010 were notified on 20th August, 2010. Thus, the requirement to review this Commission's order dated 30.03.2010, arises much after the limitation period of 90 days specified under Regulation 49 of the Conduct of Business, in any case. However, an issue would arise as to whether this Commission would allow its said order dated 30.03.2010 to continue particularly when it is apparent on the fact of records that the said order is contrary to the CEA Regulations, 2010.
- n) There has been a change in law subsequent to the notification of the CEA Regulations, 2010 which necessitate the review of this Commission's order dated 30.03.2010.
- o) The primary concern of this Commission is to implement the justice of the legislation contained in the CEA Regulations, 2010.
- p) The time of 90 days specified under Regulation 49 of the Conduct of Business, to file review petition can be extended under Regulation 59 thereof.
- q) Even under Section 5 of the Limitation Act, an application may be admitted after the prescribed period if the applicant satisfies the

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Court that he had sufficient cause for not making the application within such period.

- r) The following Regulations sufficiently empower this Commission to admit the present petition and to review or modify its aforesaid order dated 30.03.2010 even though the limitation period for filing review may have expired.

55. Saving of inherent power of the Commission.

(1) Nothing in these Regulations shall be deemed to limit or otherwise affect the inherent power of the Commission to make such orders as may be necessary for meeting the ends of justice or prevent the abuse of the process of the Commission.

(2) Nothing in these Regulations shall bar the Commission from adopting a procedure, which is at variance with any of the provisions of these Regulations, if the Commission, in view of the special circumstances of a matter or class of matters and for reasons to be recorded in writing deems it necessary or expedient.

(3) Nothing in these Regulations shall, expressly or impliedly, bar the Commission to deal with any matter or exercise any power under the Act for which no Regulations have been framed, and the Commission may deal with such matters, powers and functions in a manner it thinks fit.

- s) In support of its contention raised in the petition, the petitioner relied upon a ruling reported in 2010 SCC (1338) by the Hon'ble Supreme Court of India.


3. Upon hearing the counsel for the petitioner on 24.08.2011, Commission decided to take the petition on to its file vide its order dated 06.01.2012.

4. Notice was issued to the respondents and on 21.05.2012 a 'reply' was filed on behalf of the respondent, inter-alia stating that

- a) Approval of evacuation guidelines is covered by the provision mentioned u/s 86 (1) (e) of Electricity Act, 2003. Hence, the said order shall be applicable till modified or amended. The Commission approved the limit of 10 MW duly considering the less load availability in DISCOMs.

For Orange Anantapur Wind Power Pvt. Ltd.


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- b) As per the directions of Commission, a meeting was conducted on 16.05.2012 between the representatives of the petitioner as well as the respondent herein on power evacuation issues and it is jointly decided that:
- (i) The developer shall have the discretion in choosing the conductor for connecting wind generator to the pooling substation of the developer subject to the CEIG approval.
 - (ii) The developer is allowed to inject a maximum of 10 MW from pooling substation of the wind generator to the existing 33 / 11 kV DISCOM substation.
 - (iii) The developers connecting at 33 kV level to the EHT SS, the maximum injection is limited upto 25 MW in case of single conductor 33 kV Bus and up to 40 MW in case of double conductor 33 kV Bus, subject to transformation capacity. Injection of power may be in one or more circuits depending up on availability of bays in that substation and loading per circuit not exceeding 25 MW.
 - (iv) Injection of power by wind developer from pooling substation to EHT substation at EHT level may be as per system studies.
- c) In the order dated 30.03.2010 it is approved by the Commission, that the limit of power to be transferred at specific voltage level is characterized by current carrying capacity of the conductor and voltage regulation and as such, there was requirement to specify the permissible capacity on specific conductor at specific voltage. During the meeting with the petitioner, it is agreed to allow choice of selecting the conductor upto the pooling substation to be left to the discretion of developer.
- d) The wind power projects are having low capacity utilization factor. As such , the licensees have proposed higher norms for wind power capacity flow at 33 kV level connecting to HTSS higher than the norms stipulated in the earlier orders.
- e) Commission may take appropriate decision for modification of amendments in the existing guidelines.
- f) In order to harness the available wind potential helpful in meeting the RPPO, it was jointly agreed to modify the existing guidelines with respect to conductor type and permissible capacity as mentioned at para 2 (b) supra.
- g) Commission may pass appropriate orders formulating the normative parameters and its values.

For Orange Anantapur Wind Power Pvt. Ltd.

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5. On 21.05.2012 Secretary General of the petitioner association filed an affidavit mentioning the meeting conducted by the representatives of the respondent with those of the petitioner and requested the Commission to review and modify its order dated 30.03.2010 and (i) to allow discretion to wind energy developers and choosing the conductor for connecting wind generator to the Pooling sub-station of the developer subject to CEIG approval (ii) to allow the wind energy developers to inject the maximum of 10 MW from pooling sub-station of the wind generator to the existing 33 / 11 kV DISCOM sub-station (iii) to provide that the developers connecting at 33 kV level to the EHT SS, the maximum injection be limited upto 25 MW in case of single conductor, 33 kV Bus and upto 40 MW in case of double conductor, 33 kV Bus, subject to transformation capacity and that injection of power may be in one or more circuits depending upon availability of bays in that sub-station and loading per circuit not exceeding 25 MW (iv) to provide that injection of power by wind developer from pooling sub-station to EHT sub-station at EHT level may be as per system studies.

6. Heard the counsel for the parties concerned.


7. The petitioner filed the above said petition for placing on record minutes of meeting held on 16th May, 2012 as follows:

a) The Commission during the hearing held on 23rd April, 2012 and further during the hearing held on 14th May, 2012, graciously indicated to the petitioner and the respondents to hold meeting and discuss the impending modifications to this to this Commission's order dated 30th March, 2010 for allowing Wind Energy Generators to exercise their choice of installing conductors inline with the Central Electricity Authority (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2010.

b) Based on the above, Counsel appearing for Andhra Pradesh Distribution Company Ltd., during the hearing on 14th May, 2012 undertook to withdraw the reply dated 3rd May, 2012 filed by the said respondent in order to give effect to and comply with the aforesaid oral directions of this Commission.

For Orange Anantapur Wind Power Pvt. Ltd.


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c) Pursuant to the above, a meeting was organized on 16th May, 2012 by APTRANSCO in a Technical Committee comprising of Director (Grid Operation / APTRANSCO, Director (Transmission) / APTRANSCO, Director (Projects) / APTRANSCO, JMD (Distribution) / APTRANSCO, member from APPCC-JMD (HRD, Comml, IPC & IT) / APTRANSCO and representatives for the petitioner Indian Wind Energy Association. The following were agreed in the aforesaid meeting:

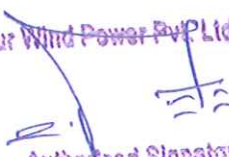
- i) The developer shall have the discretion in choosing the conductor for connecting wind generator to the pooling substation of the developer subject to the CEIG approval.
- ii) The developer is allowed to inject a maximum of 10 MW from pooling substation of the wind generator to the existing 33 / 11 kV DISCOM substation.
- iii) The developers connecting at 33 kV level to the EHT SS, the maximum injection is limited upto 25 MW in case of single conductor 33 kV Bus and upto 40 MW in case of double conductor 33 kV Bus, subject to transformation capacity. Injection of power may be in one or more circuits depending upon availability of bays in that substation and loading per circuit not exceeding 25 MW.
- iv) Injection of power by wind developer from pooling substation to EHT substation at EHT level may be as per system studies.

A copy of the aforesaid Minutes of Meeting duly signed by the all the aforesaid constituents of the Technical Committee is filed.


8. The petitioner has prayed that the Commission may

- a) be pleased to review and modify its order dated 20th March, 2010 to allow discretion to the Wind Energy Developers in choosing the conductor for connecting Wind Generator to the pooling substation of the developer subject CEIG approval.
- b) be pleased to review and modify its order dated 30th March, 2010 to allow the Wind Energy Developers to inject the maximum of 10 MW from Pooling Sub-Station of the Wind Generator to the existing 33 / 11 kV DISCOM Sub-Station.

For Orange Anantapur Wind Power Pvt Ltd,


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- c) be pleased to review and modify its order dated 30th March, 2010 to provide that the developers connecting at 33 kV level to the EHT SS, the maximum injection be limited upto 25 MW in case of single conductor, 33 kV Bus and upto 40 MW in case of double conductor, 33 kV Bus, subject to transformation capacity and that injection of power may be in one or more circuits depending upon availability of bays in that Sub-station and loading per circuit not exceeding 25 MW;
- d) be pleased to review and modify its order dated 30th March, 2010, to provide that injection of power by Wind Developer from pooling Sub-station to EHT Sub-station at EHT level may be as per system studies;
- e) be pleased to pass any other order as may be just and necessary in the facts and circumstances of the present case.

9. Now the point for consideration is, whether the petitioner is entitled to seek a review of the order of the Commission dated 20.03.2010? If so in what manner?

10. The respondent has submitted a Memo withdrawing the reply filed by the respondent on 16.05.2012 by stating that they will file the same after negotiations by modifying the same, if necessary.

11. The respondent has not filed any reply of modifications but the petitioner has filed an affidavit narrating the negotiations and conclusions arrived at by the Committee as per the directions of the Commission. The minutes of meeting held on 16.05.2012 have been accepted and signed by both the sides viz., the representatives of APTRANSCO as well as the InWEA.

12. In view of the above circumstances, the Commission hereby reviews the order dt.30.03.2010 and in partial modification of the guidelines contained therein, hereby orders that:

- i) The developer shall have the discretion in choosing the conductor for connecting wind generator to the pooling substation of the developer subject to the CEIG approval.

For Orange Anantapur Wind Power Pvt. Ltd,

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- ii) The developer is allowed to inject a maximum of 10 MW from pooling substation of the wind generator to the existing 33 / 11 kV DISCOM substation.
- iii) The developers connecting at 33 kV level to the EHT SS, the maximum injection is limited upto 25 MW in case of single conductor 33 kV Bus and upto 40 MW in case of double conductor 33 kV Bus, subject to transformation capacity. Injection of power may be in one or more circuits depending upon availability of bays in that substation and loading per circuit not exceeding 25 MW.
- iv) Injection of power by wind developer from pooling substation to EHT substation at EHT level may be as per system studies.
13. Hence, this petition is ordered accordingly.

The order is signed on this 11th day of July, 2012.


Sd/-
(R.ASHOKA CHARY)
MEMBER

Sd/-
(C.R.SEKHAR REDDY)
MEMBER

Sd/-
(A.RAGHOTHAM RAO)
CHAIRMAN

For Orange Anantapur Wind Power Pvt. Ltd.


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THE ANDHRA PRADESH GAZETTE

PART-II EXTRAORDINARY
PUBLISHED BY AUTHORITY

No. 56 |

HYDERABAD, FRIDAY, JULY 31, 2015.

NOTIFICATIONS BY HEADS OF DEPARTMENTS, Etc.

—x—

ANDHRA PRADESH ELECTRICITY REGULATORY COMMISSION

Terms and Conditions for Tariff Determination for Wind Power Projects in the State of Andhra Pradesh for the period FY2015-16 to FY2019-20

Regulation No. 01 / 2015

In exercise of the powers conferred by Sections 61 and 86 read with Section 181 of the Electricity Act, 2003 (Central Act 36 of 2003), and all other powers enabling it in this behalf and after previous publication, the Andhra Pradesh Electricity Regulatory Commission hereby makes the following regulations, namely:

1. Short title and commencement:

(1) These regulations may be called the Andhra Pradesh Electricity Regulatory Commission (Terms and Conditions for Tariff determination for Wind Power Projects) Regulations, 2015.

(2) These regulations shall come into force from the date of their publication in the official Gazette and, unless reviewed earlier or extended by the Commission, shall remain in force up to 31st March, 2020.

2. Definitions and Interpretation:

(1) In these regulations, unless the context otherwise requires,-

- (a) 'Act' means the Electricity Act, 2003 (Central Act 36 of 2003);
- (b) 'Capital cost' means the capital cost as defined in Regulation 10;
- (c) 'CERC' means the Central Electricity Regulatory Commission;
- (d) 'CERC RE Tariff Regulations' means Central Electricity Regulatory Commission (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2012, as amended from time to time.
- (e) 'Commission' means the Andhra Pradesh Electricity Regulatory Commission;
- (f) 'Control Period' means the period during which the norms for determination of tariff specified in these regulations shall remain valid;

[1]

G. 257. For Orange Anantapur Wind Power Pvt. Ltd.

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- (g) 'Inter-connection Point' means the line isolator on outgoing feeder on HV side of the pooling sub-station i.e., the sub-station at project site of wind farm which consists of step-up transformer(s) and associated switchgear and to the LV side of which, multiple generating unit(s) i.e., wind turbine generators are connected;
- (h) 'MAT' means Minimum Alternate Tax;
- (i) 'MNRE' means the Ministry of New and Renewable Energy, Government of India;
- (j) 'Non-Conventional Energy' means the grid quality electricity generated from non-conventional energy sources;
- (k) 'Non-Conventional Energy Power Plants' means the power plants other than the conventional power plants generating grid quality electricity from non-conventional energy sources;
- (l) 'Non-Conventional Energy Sources' means non-conventional sources such as mini hydel, wind, biomass, bagasse, industrial waste, urban or municipal waste and other such sources as approved by the MNRE;
- (m) 'Operation and Maintenance expenses' or 'O&M expenses' means the expenditure incurred on operation and maintenance of the project, or part thereof, and includes the expenditure on manpower, repairs, spares, consumables, insurance and overheads;
- (n) 'Project' means a generating station or the evacuation system;
- (o) 'Tariff period' means the period for which tariff is to be determined by the Commission on the basis of norms specified in these Regulations;
- (p) 'Useful Life' in relation to a wind power project means Twenty Five years from the date of commercial operation (COD);
- (q) 'Year' means a financial year.

(2) Save as aforesaid and unless repugnant to the context or the subject-matter otherwise requires, words and expressions used in these regulations but not defined herein and defined in the Act or the Andhra Pradesh Electricity Reform Act, 1998 (State Act 30 of 1998) or the Rules or Regulations made thereunder shall have the meanings assigned to them respectively therein.

3. Scope and extent of application:

These Regulations shall apply to the wind power projects to be commissioned within the State of Andhra Pradesh for generation and sale of electricity wholly or partly to the Distribution licensees within State of Andhra Pradesh subsequent to the date of notification of these Regulations and where tariff for a generating station or a unit thereof based on wind energy source, is to be determined by the Commission under section 62 read with section 86 of the Act.

Chapter 1: General Principles

4. Control Period:

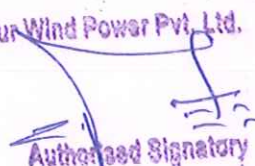
The Control Period under these Regulations ends by 31st March, 2020. First year of the Control Period shall commence from the date of notification of these Regulations and shall cover upto the end of the financial year 2015-16:


Provided that the tariff determined as per these Regulations for the wind power projects commissioned during the Control Period, shall continue to be applicable for the entire duration of the Tariff Period as specified in Regulation 5 below.

5. Tariff Period:

- (a) The Tariff Period for wind power projects shall be equal to the useful life of the projects as defined under Regulation 2 (p).

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- (b) Tariff period under these Regulations shall be considered from the date of commercial operation of the wind power projects.

6. Proceedings for determination of Tariff:

The Commission shall notify the generic preferential tariff on suo-motu basis at the beginning of each year of the Tariff Period for wind power projects for which norms have been specified under these Regulations:

Provided further that for FY2015-16, the generic preferential tariff on suo-motu basis, shall be notified soon after the publication of the regulations in the official gazette to be applicable with effect from the date of these regulations coming into force.

7. Tariff Structure:

The tariff for wind power projects shall be single part tariff consisting of the following cost components:

- (a) Return on equity;
- (b) Interest on loan capital;
- (c) Depreciation;
- (d) Interest on working capital;
- (e) Operation and Maintenance expenses;

8. Levellized Tariff:

Levellized Tariff is calculated by carrying out levellization for 'useful life' considering the discount factor for time value of money.

The discount factor considered for this purpose is equal to the weighted average cost of capital on the basis of normative debt-equity ratio (70:30) specified under Regulation 11. Considering the normative debt-equity ratio and weighted average of the rates of interest and post tax return on equity, the discount factor is calculated. Interest rate for the loan component (i.e. 70%) of Capital Cost is considered as explained under Regulation 12. For equity component (i.e. 30%), post tax Return on Equity (ROE) of 16% is considered as explained in Regulation 14.

9. Despatch principles for electricity generated from Wind Power Projects:

All Wind Power Projects shall be treated as 'MUST RUN' power plants and shall not be subjected to 'Merit Order Despatch principles' (MOD):

Provided that where the sum of generation capacity of the plants connected at the interconnection point to the transmission or distribution system is 10 MW and above and interconnection point is 33 kV and above, such Wind Power Generation Plants shall be subjected to scheduling and despatch code as specified in Indian Electricity Grid Code (IEGC) - 2010 and/or A.P. State Electricity Grid Code (APSEGC) as amended from time to time.

Chapter 2: Financial Principles

10. Capital Cost and Capital Cost Indexation Mechanism:

The norms for the Capital cost shall be generally inclusive of all capital work including plant and machinery, civil work, erection and commissioning, financing and Interest during construction (IDC) and evacuation infrastructure.

The capital cost for FY2015-16 shall be '600 lakhs / MW.

The capital cost indexation mechanism as prescribed in the CERC RE Tariff Regulations, 2012 shall be considered as indicated below for arriving at the capital cost of the wind power projects for each year of the Control Period beyond FY2015-16, which shall be notified at the beginning of each financial year.

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The following indexation mechanism shall be applicable for adjustments in capital cost over the control period beyond FY2015-16 with the changes in Wholesale Price Index for Steel and Electrical Machinery.

$$CC_{(n)} = P\&M_{(0)} * (1+F1+F2+F3)$$

$$P\&M_{(n)} = P\&M_{(0)} * (1+d_{(n)})$$

$$d_{(n)} = [a * \{(SI_{(n-1)}/SI_{(0)}) - 1\} + b * \{(EI_{(n-1)}/EI_{(0)}) - 1\}] / (a+b)$$

Where,

$CC_{(n)}$ = Capital Cost for nth year

$P\&M_{(n)}$ = Plant and Machinery Cost for nth year

$P\&M_{(0)}$ = Plant and Machinery Cost for the base year

Note: $P\&M_{(0)}$ is to be computed by dividing the base capital cost (for the first year of the control period i.e., FY2015-16) by $(1+F1+F2+F3)$

$d_{(n)}$ = Capital Cost escalation factor for year (n) of control period

$SI_{(n-1)}$ = Average WPI Steel Index prevalent for calendar year ending in (n-1) financial year of the control period

$SI_{(0)}$ = Average WPI Steel Index prevalent for the calendar year ending in financial year (0) at the beginning of the control period i.e., January 2014 to December, 2014

$EI_{(n-1)}$ = Average WPI Electrical Machinery Index prevalent for calendar year ending in (n-1) financial year of the control period

$EI_{(0)}$ = Average WPI Electrical and Machinery Index prevalent for the calendar year ending in financial year (0) at the beginning of the control period i.e., January 2014 to December, 2014

a = Constant to be determined by Commission from time to time, for weightage to Steel Index

b = Constant to be determined by Commission from time to time, for weightage to Electrical Machinery Index

F1 = Factor for Land and Civil Work

F2 = Factor for Erection and Commissioning

F3 = Factor for IDC and Financing Cost

The constants 'a' and 'b' and factors 'F1', 'F2' and 'F3' are specified and these would be determined by the Commission from time to time.

11. Debt Equity Ratio:

The debt equity ratio shall be 70:30.

12. Loan and Finance Charges:

(1) Loan Tenure: For the purpose of determination of tariff, loan tenure of Ten years shall be considered.

(2) Interest Rate:

(a) The loans arrived at in the manner indicated in the Regulation 11 shall be considered as gross normative loan for calculation of interest on loan. The normative loan outstanding as on April 1st of every year shall be worked out by deducting the cumulative repayment up to March 31st of previous year from the gross normative loan.

(b) For the purpose of computation of tariff, the normative interest rate shall be considered as average State Bank of India (SBI) Base rate prevalent during the first six months of the previous year plus 300 basis points.

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- (c) Notwithstanding any moratorium period availed by the generating company, the repayment of loan shall be considered from the first year of commercial operation of the project and shall be equal to the annual depreciation allowed.

13. Depreciation:

- (1) The value base for the purpose of depreciation shall be the Capital Cost of the asset admitted by the Commission. The Salvage value of the asset shall be considered as 10% and depreciation shall be allowed up to maximum of 90% of the Capital Cost of the asset.
- (2) Depreciation per annum shall be based on 'Differential Depreciation Approach' using 'straight line' method over two distinct periods comprising loan tenure and period beyond loan tenure over the useful life. The depreciation rate for the first ten years of the Tariff Period shall be 7% per annum and 1.33% for the remaining useful life of the project from 11th year onwards.
- (3) Depreciation shall be chargeable from the first year of commercial operation.

14. Return on Equity:

- (1) The value base for the equity shall be 30% of the capital cost as determined under Regulation 11.
- (2) The normative Return on Equity shall be 16% with MAT/income tax as pass through.

15. Interest on Working Capital:

- (1) The Working Capital requirement shall be computed as follows:
 - (a) Operation and Maintenance expenses for one month,
 - (b) Receivables equivalent to 2 (two) months of energy charges for sale of electricity calculated on the normative Capacity Utilisation Factor (CUF),
 - (c) Maintenance of spares at 15% of Operation and Maintenance expenses.
- (2) Interest on Working Capital shall be computed at the interest rate equivalent to the average State Bank of India Base Rate prevalent during the first six months of the previous year plus 350 basis points.

16. Operation and Maintenance Expenses:

- (1) 'Operation and Maintenance expenses' shall comprise repair and maintenance (R&M), establishment including employee expenses, and administrative and general expenses including insurance.
- (2) Operation and maintenance expenses for the first year of the control period shall be '8.57 lakhs / MW.
- (3) Normative O&M expenses allowed during first year of these Regulations (i.e. FY 15-16) shall be escalated at the rate of 5.72% per annum over balance of the control period.

17. Rebate:

- (1) For payment of bills of the generating company through letter of credit, a rebate of 2% shall be allowed.
- (2) Where payments are made other than through letter of credit within a period of one month of presentation of bills by the generating company, a rebate of 1% shall be allowed.

18. Sharing of Clean Development Mechanism (CDM) benefits:

The proceeds of carbon credit from approved CDM project shall be shared between generating company and concerned beneficiaries in the following manner, namely-

For Orange Anantapur Wind Power Pvt Ltd.

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- (a) 100% of the gross proceeds on account of CDM benefit is to be retained by the project developer in the first year after the date of commercial operation of the generating station;
- (b) In the second year, the share of the beneficiaries shall be 10% which shall be progressively increased by 10% every year till it reaches 50%, whereafter the proceeds shall be shared in equal proportion, by the generating company and the beneficiaries.

19. Taxes and Duties:

- (a) Tariff determined under these regulations shall be exclusive of taxes and duties as may be levied by the Government:

Provided that the taxes and duties levied by the Government shall be allowed as pass through on actually incurred basis.

- (b) Income tax/MAT is a pass through and is to be paid by the Distribution Licensees to the developer upon receipt of the claim from the developer. This is over and above the tariff determination made herein.
- (c) Electricity Duty is a pass through and is to be paid by the Distribution Licensees to the developer upon receipt of the claim from the developer. This is over and above the tariff determination made herein.

20. Subsidy or incentive by the Government:

The Commission shall take into consideration any incentive or subsidy offered by the Central or State Government, including accelerated depreciation (AD) benefit, if availed by the generating company, for the Wind Power Projects while determining the tariff under these Regulations.

Provided that the following principles shall be considered for ascertaining income tax benefit on account of accelerated depreciation, if availed, for the purpose of tariff determination:

- (a) Assessment of benefit shall be based on normative capital cost, accelerated depreciation, rate as per relevant provisions under the Income Tax Act and Corporate Income Tax Rate.
- (b) Capitalization of Wind Power Projects during second half of the fiscal year. Per unit levelized accelerated depreciation benefit has to be computed considering the post-tax weighted average cost of capital as discount factor (as explained in Regulation 8).

Chapter 3: Technology specific parameters for Wind Power Projects

21. Capacity Utilization Factor:

The Capacity Utilization Factor (CUF) for the control period shall be 23.5%.

Chapter 4: Miscellaneous

22. Deviation from Norms:


Tariff for sale of electricity by the Wind Power Project may also be determined in deviation from the norms specified in these Regulations subject to the condition that the levelized tariff over the useful life of the project on the basis of the norms in deviation does not exceed the levelized tariff calculated on the basis of the norms specified in these Regulations:

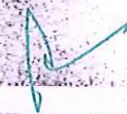
Provided that the reasons for deviation from the norms specified under these Regulations shall be recorded in writing.

23. Power to Relax:

The Commission may, by general or special order, for reasons to be recorded in writing, and after giving an opportunity of hearing to the parties likely to be affected, relax any of the provisions of these Regulations on its own motion or on an application made before it by an interested person.

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24. Issue of Orders and Practice Directions:

Subject to the provisions of the Act, the Andhra Pradesh Electricity Reform Act, 1998 and these Regulations, the Commission may, from time to time, issue orders and practice directions in regard to the implementation of these Regulations, the procedure to be followed and other matters, which the Commission has been empowered by these Regulations to specify or direct.

25. Power to Amend:

The Commission may, at any time, vary, alter, modify or amend any provisions of these Regulations.

26. Power to Remove Difficulties:

If any difficulty arises in giving effect to the provisions of these Regulations, the Commission may, by general or specific order, make such provisions not inconsistent with the provisions of the Act, as may appear to be necessary for removing the difficulty.

27. OTHERS

- (i) **Evacuation Guidelines:** The Evacuation Guidelines / practice directions issued by the Commission from time to time shall be applicable for all the wind power projects established since these regulations coming into force.
- (ii) **Model PPAs:** The model Power Purchase Agreements earlier approved by the Commission shall be applicable to all the wind power projects established since these regulations coming into force also to the extent they are in consonance with these regulations.

Hyderabad,
31-07-2015.

Dr. A. SRINIVAS,
Commission Secretary (I/c).

For Orange Anantapur Wind Power Pvt. Ltd.
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**ANDHRA PRADESH ELECTRICITY REGULATORY COMMISSION
HYDERABAD**

Order No.03 of 2015 dated 01-08-2015

(Suo-motu)

Present: Justice G. Bhavani Prasad	- Chairman
Dr. P. Raghu	- Member
Sri. P. Rama Mohan	- Member

In the matter of notifying the generic preferential tariff applicable from 31st July 2015 till 31st March 2016 in respect of Wind Power Projects in the State of Andhra Pradesh pursuant to Regulation 6 of Regulation No.1 of 2015

In compliance with the statutory mandate of Section 61 (h) and Section 86 (1) (e) of the Electricity Act, 2003 and in accordance with the Andhra Pradesh Electricity Regulatory Commission (Terms and Conditions for Tariff Determination for Wind Power Projects) Regulations, 2015 (Regulation No.1 of 2015) in general and Regulation No.6 thereof in particular and the principles and parameters prescribed therein for determination of generic preferential tariff on suo-motu basis for wind power projects and in exercise of the powers conferred under Regulation No.24 of the said Regulations and Regulation No.55 of the Andhra Pradesh Electricity Regulatory Commission (Conduct of Business) Regulations, 1999 (Regulation No.2 of 1999) and all other powers hereunto enabling, the Andhra Pradesh Electricity Regulatory Commission makes the following order:

As per Regulation 6 of Andhra Pradesh Electricity Regulatory Commission (Terms and Conditions for Tariff Determination for Wind Power Projects) Regulations 2015, the generic preferential tariff applicable for FY2015-16 shall be notified soon after the publication of the regulations in the Official Gazette to be applicable with effect from the date of the regulations coming into force.

Before making Regulation No.1 of 2015, public notice was given and after considering all the suggestions and objections received from the public and the stakeholders, the said Regulation has been notified. The parameters for fixation of tariff specified therein work themselves out in arriving at the generic preferential tariff for the FY2015-16 as a necessary consequence, which is hence, a matter of mere arithmetical computation in implementation of and in compliance with the provisions of Regulation No.1 of 2015.

For Orange Anantapur Wind Power Pvt Ltd.

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Accordingly, the parameters taken into consideration as per the Regulation No. 1 of 2015 for determination of tariff are as hereunder:

	Parameter	Value
A	Tariff Period	25 years
B	Useful Life	25 years
C	Capital Cost	₹600 lakhs / MW (including evacuation cost)
D	O & M Expenses	₹8.57 lakhs / MW
E	O&M Expenses' Escalation	7.52% p.a.
F	Depreciation for the first 10 years	7% p.a.
G	Depreciation for the remaining useful life of the plant	1.33 % p.a.
H	Capacity Utilization Factor (CUF)	23.5%
I	Return on Equity	16%
J	Interest Cost on Debt	13%
K	Tenure of Loan	10 years
L	Interest on Working Capital	13.5%
K	Debt Equity Ratio	70 : 30
L	Discount Rate	10.81%

Based on the above parameters and considering the useful life of the Wind Power Plants as 25 years, the levelised generic preferential tariff works out to ₹4.83 / unit without considering the accelerated depreciation and ₹4.25 with accelerated depreciation. The Commission accordingly, notifies the levelised generic preferential tariff as follows:

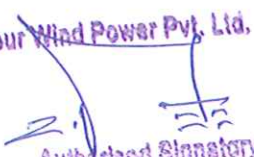
Tariff without AD benefit	Tariff with AD benefit
₹4.83	₹4.25


This tariff shall be applicable for all the new wind power projects entering into Power Purchase Agreements (PPA) on or after the date of notification of the Regulations in the Official Gazette of the Govt. of Andhra Pradesh i.e., 31-07-2015.

This order is signed, dated and issued by the Andhra Pradesh Electricity Regulatory Commission.

(By Order of the Commission)

Sd/-
Dr. A. Srinivas
Commission Secretary (i/c)

For Orange Anantapur Wind Power Pvt. Ltd.

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