

මීප්රිරුත तेलंगाना TELANGANA

SI.No. 46005 Date: 16-12-2021

SOLD TO: D.VENKATA BHASKAR S/O. D.SATYANARAYANA, R/O. HYD

FOR WHOM: TSGENCO

KONDA KAVITHA

Licenced Stamp Vendor L No: 16-04-06/2016 RL.NO: 16-04-022/2019 H.No. 8-2-460/64, Road No.4

Sukdev Nagar, Banjara Hills, Hyderabad

Phone No:9248325639

AMENDMENT dated 22nd DAY OF DECEMBER, 2021 TO THE POWER PURCHASE AGREEMENT Dt.17.09.2019

BETWEEN

TELANGANA STATE POWER GENERATION CORPORATION LIMITED AND

SOUTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED NORTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED

FOR SALE OF POWER FROM THERMAL & HYDEL STATIONS **COMMISSIONED BETWEEN 1956 TO 2004**

THIS Amendment to the POWER PURCHASE AGREEMENT, hereinafter called "Amendment Agreement", entered into on this 22nd day of December Two Thousand and Twenty One.

Between

Southern Power Distribution Company of TELANGANA Limited, (Erstwhile APCPDCL constituted under the sub-section (6) of section 23 of Andhra Pradesh Electricity Reform Act, 1998) constituted as per provisions of AP Re-Organisation Act, 2014,

> CHIEF GENERAL MANAGER (IPC), TSSPDCL,

Corporate Office, 6-1-50. Mint Compound, Hyd-500 063 Page 1 of 19



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having registered Corporate Office at H.No 6-1-50, Mint compound, Hyderabad 500063 (hereinafter referred to as "TSSPDCL") and Northern Power Distribution Company of TELANGANA Limited, (Erstwhile APNPDCL constituted under the subsection (6) of section 23 of Andhra Pradesh Electricity Reform Act, 1998) constituted as per the provisions of AP Re-Organisation Act,2014, having registered office at H.No.2-5-31/2, Corporate Office Vidyut Bhavan, Nakkalagutta, Hanamkonda, Warangal – 506001 ("TSNPDCL"); (hereinafter each of TSSPDCL, TSNPDCL are, as the context may require, individually referred to as "TSDISCOM" and collectively referred to as the "TSDISCOMs" which expression shall, unless it be repugnant to the context or meaning thereof include its successors and assigns), as parties of the first part, and

- 2. TELANGANA STATE POWER GENERATION CORPORATION LIMITED, constituted under Companies Act, 2013 on 19th May 2014 and as per the provisions of AP Re-Organisation Act, 2014, and commenced its operations from 02.06.2014 having its registered office at Vidyuth Soudha, Hyderabad 500082 (hereinafter called "TSGENCO") which expression shall, unless repugnant to the context or meaning thereof include its successors and assigns, as party of the second part and will be submitted to Hon'ble TSERC for record.
- 3. Whereas, the Original Power Purchase Agreement (PPA) dated 17th September 2019 was entered between the aforesaid parties for purchase of all the declared capacity and energy by TSDISCOMs on long term basis from the TSGENCO owned and operated Thermal & Hydel Power Stations as mentioned in Annexure 1 of original PPA Dt: 17.09.2019.
- 4. Whereas, the Hon'ble TSERC in the matter of Suo-Moto approval of PPA dated. 17th September 2019, under order dated. 06.08.2021 in O.P.No. 16 of 2021 accorded the consent to the PPA subject to amendments in certain clauses and Articles of the PPA dated 17.09.2019 and directed the TSDISCOMs to submit the PPA duly incorporating changes for the record of the Commission.
- 5. Whereas, upon execution of this Amendment Power Purchase Agreement, the Articles/Clauses relating to the evacuation of power from the Thermal and Hydel Stations of TSGENCO Commissioned between 1956 to 2004 are amended and restated as detailed below.

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SI. No	Clause No.	Existing	Amendment(shall be read in place of existing clauses)
	187 (128-127)	terpretation and Definitions	chieffing dialecty
1	1.23	Grid Code: Grid code means the Telangana	"Grid Code" means the Indian Electricity
•	1123	State Electricity Regulatory Commission (State Grid Code) Regulations and any amendments made by TSERC there on or subsequent re-enactment thereof.	Grid Code specified by the Central Commission or the Telangana State Electricity Regulatory Commission (State Electricity Grid Code) Regulation, 2018 [Regulation No.4 of 2018]
			whichever is applicable as amended from time to time or subsequent re-enactment thereof;
Gen	eration	Tariff for TSGENCO Power Stations:	
Arti	cle 3: G	eneration Tariff	
2	3.3.2	Debt-equity ratio: For determination of	Debt-equity ratio:
	+5	Tariff, the debt-equity ratio shall be considered as 70:30 of the amount of	For determination of Tariff, the debt-equity ratio shall be considered as per provisions of
		capital cost provided that	TSERC Regulation.
		i. The equity actually deployed is less than	
		30% of the capital cost, actual equity shall be considered for determination of Tariff	
		ii. Where equity actually deployed is more	
		than 30% of the capital cost, equity in	
		excess of 30% shall be treated as notional	
		loan of the Generating Entity.	
3.	3.5	Recovery of Fixed Charges:	Recovery of Fixed Charges:
			Recovery of Fixed Chardes:
		iteration, or rived diluigest	
		The dial gesi	The fixed charges shall be computed on the annual basis based on norms specified in
		The dial gest	The fixed charges shall be computed on the
		The dial gest	The fixed charges shall be computed on the annual basis based on norms specified in
4.	3.5.1	Thermal stations:	The fixed charges shall be computed on the annual basis based on norms specified in TSERC Regulation and shall be recovered on
4.			The fixed charges shall be computed on the annual basis based on norms specified in TSERC Regulation and shall be recovered on monthly basis as per TSERC Regulation.
4.		Thermal stations: a) The fixed charges shall be computed on the annual basis based on norms	The fixed charges shall be computed on the annual basis based on norms specified in TSERC Regulation and shall be recovered on monthly basis as per TSERC Regulation.
4.		Thermal stations: a) The fixed charges shall be computed on the annual basis based on norms specified in the Regulations and shall be	The fixed charges shall be computed on the annual basis based on norms specified in TSERC Regulation and shall be recovered on monthly basis as per TSERC Regulation.
4.		Thermal stations: a) The fixed charges shall be computed on the annual basis based on norms specified in the Regulations and shall be recovered on monthly basis under	The fixed charges shall be computed on the annual basis based on norms specified in TSERC Regulation and shall be recovered on monthly basis as per TSERC Regulation.
4.		Thermal stations: a) The fixed charges shall be computed on the annual basis based on norms specified in the Regulations and shall be recovered on monthly basis under capacity (fixed) charge.	The fixed charges shall be computed on the annual basis based on norms specified in TSERC Regulation and shall be recovered on monthly basis as per TSERC Regulation.
4.		Thermal stations: a) The fixed charges shall be computed on the annual basis based on norms specified in the Regulations and shall be recovered on monthly basis under capacity (fixed) charge. b) The fixed charge/capacity charge	The fixed charges shall be computed on the annual basis based on norms specified in TSERC Regulation and shall be recovered on monthly basis as per TSERC Regulation.
4.		Thermal stations: a) The fixed charges shall be computed on the annual basis based on norms specified in the Regulations and shall be recovered on monthly basis under capacity (fixed) charge. b) The fixed charge/capacity charge payable to a Thermal Generating Station	The fixed charges shall be computed on the annual basis based on norms specified in TSERC Regulation and shall be recovered on monthly basis as per TSERC Regulation.
4.		Thermal stations: a) The fixed charges shall be computed on the annual basis based on norms specified in the Regulations and shall be recovered on monthly basis under capacity (fixed) charge. b) The fixed charge/capacity charge payable to a Thermal Generating Station for a calendar month shall be calculated	The fixed charges shall be computed on the annual basis based on norms specified in TSERC Regulation and shall be recovered on monthly basis as per TSERC Regulation.
4.		Thermal stations: a) The fixed charges shall be computed on the annual basis based on norms specified in the Regulations and shall be recovered on monthly basis under capacity (fixed) charge. b) The fixed charge/capacity charge payable to a Thermal Generating Station for a calendar month shall be calculated in accordance with TSERC Regulations.	The fixed charges shall be computed on the annual basis based on norms specified in TSERC Regulation and shall be recovered on monthly basis as per TSERC Regulation.
4.		Thermal stations: a) The fixed charges shall be computed on the annual basis based on norms specified in the Regulations and shall be recovered on monthly basis under capacity (fixed) charge. b) The fixed charge/capacity charge payable to a Thermal Generating Station for a calendar month shall be calculated in accordance with TSERC Regulations. c) Full Capacity Charges shall be	The fixed charges shall be computed on the annual basis based on norms specified in TSERC Regulation and shall be recovered on monthly basis as per TSERC Regulation.
4.		Thermal stations: a) The fixed charges shall be computed on the annual basis based on norms specified in the Regulations and shall be recovered on monthly basis under capacity (fixed) charge. b) The fixed charge/capacity charge payable to a Thermal Generating Station for a calendar month shall be calculated in accordance with TSERC Regulations. c) Full Capacity Charges shall be recoverable at Normative Annual Plant Availability Factor (NAPAF) specified in	The fixed charges shall be computed on the annual basis based on norms specified in TSERC Regulation and shall be recovered on monthly basis as per TSERC Regulation.
4.		Thermal stations: a) The fixed charges shall be computed on the annual basis based on norms specified in the Regulations and shall be recovered on monthly basis under capacity (fixed) charge. b) The fixed charge/capacity charge payable to a Thermal Generating Station for a calendar month shall be calculated in accordance with TSERC Regulations. c) Full Capacity Charges shall be recoverable at Normative Annual Plant Availability Factor (NAPAF) specified in the Regulations.	The fixed charges shall be computed on the annual basis based on norms specified in TSERC Regulation and shall be recovered on monthly basis as per TSERC Regulation.
4.		Thermal stations: a) The fixed charges shall be computed on the annual basis based on norms specified in the Regulations and shall be recovered on monthly basis under capacity (fixed) charge. b) The fixed charge/capacity charge payable to a Thermal Generating Station for a calendar month shall be calculated in accordance with TSERC Regulations. c) Full Capacity Charges shall be recoverable at Normative Annual Plant Availability Factor (NAPAF) specified in the Regulations. d) Recovery of Capacity Charges below the	The fixed charges shall be computed on the annual basis based on norms specified in TSERC Regulation and shall be recovered on monthly basis as per TSERC Regulation.
4.		Thermal stations: a) The fixed charges shall be computed on the annual basis based on norms specified in the Regulations and shall be recovered on monthly basis under capacity (fixed) charge. b) The fixed charge/capacity charge payable to a Thermal Generating Station for a calendar month shall be calculated in accordance with TSERC Regulations. c) Full Capacity Charges shall be recoverable at Normative Annual Plant Availability Factor (NAPAF) specified in the Regulations. d) Recovery of Capacity Charges below the level of Normative Annual Plant	The fixed charges shall be computed on the annual basis based on norms specified in TSERC Regulation and shall be recovered on monthly basis as per TSERC Regulation.
4.		Thermal stations: a) The fixed charges shall be computed on the annual basis based on norms specified in the Regulations and shall be recovered on monthly basis under capacity (fixed) charge. b) The fixed charge/capacity charge payable to a Thermal Generating Station for a calendar month shall be calculated in accordance with TSERC Regulations. c) Full Capacity Charges shall be recoverable at Normative Annual Plant Availability Factor (NAPAF) specified in the Regulations. d) Recovery of Capacity Charges below the	The fixed charges shall be computed on the annual basis based on norms specified in TSERC Regulation and shall be recovered on monthly basis as per TSERC Regulation.

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5	3.5.2	Hydel stations:	Deleted
	0.3.2	a) One-twelfth of the full "Annual Fixed	Dolotted
		Charges", computed pursuant to this	
		Article 3.3 shall be claimed through the	4
		"Monthly Bill", on every month of a	
		financial year.	
		b) Full Capacity Charges shall be	
		recoverable at Normative Capacity Index as per the clause in 3.2	
		c) Recovery of Capacity Charges below the	
		level of Normative Capacity Index will be	
		on a pro-rata basis.	
		d) The amount of any over payment	
		relative to the actual Capacity Index	
		shall be adjusted at the end of the tariff	
		year through a supplementary bill.	
6	3.7	Variable Charge: For any billing month, the variable charges	Variable Charges: For any billing month, the variable charges
		consist of cost of coal & oil. Landed cost of	shall be determined as per TSERC Regulation.
		coal and oil shall include transit and	shall be determined as per 13EINE Negalation.
		handling charges (transportation by	
		rail/road or any other means), royalty on	
		coal, taxes, and duties as applicable.	
		Energy charges shall be arrived after	<u>u</u> _
		considering transit & windage losses.	
		Variable charges shall be paid based on the	
		computation as per the Annexure-II .	
7	3.9	Fuel Cost Adjustment (FCA):	Fuel Cost Adjustment (FCA):
		The FCA shall be made at the end of each	The FCA shall be made as per TSERC
		quarter. The weighted average cost of coal	Regulation.
		for computation of variable charges shall be	
		as illustrated in Annexure-IV .	
8	3.10	Incentives:	Incentive:
		a. Thermal Incentive: The Normative Annual Plant Load Factor (NAPLF) for	Incentive shall be as per TSERC Regulation.
		incentive shall be as per the norms of	
		TSERC Regulations. The normative	
		values of Annual Plant Load Factor are	
		mentioned in the Annexure-VI.	
		b. Computation of Incentive:	
		i. Till implementation of DSM	1
		Regulations: Incentive shall be	
		payable at a flat rate of 50	
		Paisa/KWH for every unit (Kwh) for	
		the normative generation over and	

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above the normative Plant Load Factor.

Normative generation=

100 x ex-bus energy

(100 - % normative auxiliary consumption)

- ii. After implementation of DSM Regulations: Incentive shall be payable at a flat rate of 50 paisa/kwh for ex-bus scheduled energy corresponding to scheduled generation in excess of ex-bus energy corresponding to Normative Annual Plant Load Factor (NAPLF).
- C **Hydel incentive:** No hydel incentive is eligible as per TSERC Regulation '2019. However, hydel incentive shall be payable in future in case of any changes that may occur in TSERC Regulations.

9 3.11 Primary energy Charges:

The Rate of primary energy for all hydro electric power generating stations, except for pumped storage generating stations, shall be equal to average of the lowest variable charges of the Central and State thermal power generating stations of the State for all months of the previous year. The primary energy charge shall be computed based on the primary energy rate and scheduled primary energy of the station:

Provided that in case the primary energy charge recoverable by applying the above primary energy rate exceeds the Annual fixed charges of a generating station, the primary energy rate of such generating station shall be calculated by' the following formula:

Primary energy rate = Annual fixed charge / Primary Energy

Primary Energy Charge = Scheduled Primary Energy x Primary Energy Rate. The design energy of all Hydel stations put together shall be considered as 2177 MU. (As per Annexure-V).

Primary Energy Charges:

The rate of Primary energy for all hydro electric power generating stations shall be as per TSERC Regulation.

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10	3 12	Canacity charges	Conscitu Chavesa		
10	3.12	Capacity charges: Capacity charges are payable in addition to the primary energy charges whenever Primary energy charges are less than the Annual fixed charges. Annual Capacity Charges = (Annual Fixed Charge - Primary Energy Charge) Provided that the Primary Energy Charge shall not exceed the Annual Fixed Charge	Capacity Charges: Capacity charges are payable in addition to the primary energy charges as per TSERC Regulation		
		and there shall be pro rata recovery of annual capacity charges in case the Generating Station achieves capacity index below the prescribed normative levels. At Zero capacity index, no capacity charges shall be payable to the Generating Station			
11	3.13	Secondary Energy Charges: Secondary energy rate shall be equal to primary energy rate. Secondary energy charges=Schedule Secondary energy x secondary energy rate			
12	3.16	Windage & Transit losses: The maximum limit of Windage & Transit losses of coal shall be as per the TSERC regulations.	Deleted		
13	3.17	Payment Mechanism: The bills shall be presented to the Designated Officer of TSDISCOMS for payments. Payments by TSDISCOMs for such bills raised by TSGENCO shall be made within 60 days through Letter of Credit (LC) or through NEFT/RTGS. A revolving Letter of Credit (LC) to be opened in favour of TSGENCO to cover one-month receivables valid for the term of the PPA. All LC charges shall be to TSDISCOMS account. Escrow to cover one month receivables valid for the tenure of the PPA as per the procedure indicated in the Annexure-VII.	Payment Mechanism: I Letter of Credit (LC) a) The bills shall be presented to the designated officer of TSDISCOMs for Payments. Payments by TSDISCOMs for the bills raised by TSGENCO shall be made within 60 days through Letter of Credit (LC). b) A revolving Letter of Credit (LC) to be opened in favour of TSGENCO to cover one-month receivables, subject to review of value of bills each year on 1st April. c) LC shall be valid for the term of the PPA by Renewing/ Revalidating/Opening New LC in place of existing LC. d) LC charges in relation to opening, operation and maintenance shall be to TSDISCOMs account.		

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II Escrow Account a) In addition, TSDISCOMs shall open an Escrow account by entering Escrow Agreement with a Nationalised Bank (for the entire period of PPA) thirty days (30) prior to effective date, to cover one month receivables valid for the tenure of the PPA as a backup to the Letter of credit. b) TSDISCOMs shall cause all receipts of TSDISCOMs arising from Sale of Power (Both LT & HT) to be deposited in Escrow account aggregating to an amount not less than the L.C. amount. c) Such instruction shall be irrevocable during the term of this agreement. TSDISCOMs shall not act in any manner as may negatively affect the inflow of the revenues into this account and shall take such steps as may be necessary to assure the flow of the specified level of revenues in such account during the term of this agreement. d) In the event of TSDISCOMs failure to pay any sums due to TSGENCO on the due date of payment through the Letter of Credit or otherwise, when any sum is due to TSGENCO, or in case of non-renewal of the letter of credit, TSGENCO by notice in writing to the bank holding the Escrow account, may require such bank not to honor any of Cheques, hundies and requisition presented to it by or on behalf of TSDISCOMs or any other drawls on the account until after the claim of TSGENCO is first discharged. e) This arrangement shall continue parallelly with LC for the entire period of the Power Purchase Agreement. 14 3.19 Rebate: Rebate: For payment of bills of generation Tariff and Any rebate on the bills shall be as per TSERC Regulation. charges within 7 days of presentation of bills, through Letter of Credit or through NEFT/RTGS, a rebate of 2% on billed amount, excluding taxes, cess, duties etc., shall be allowed.

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3.18	Surcharge Due on Late Payment: In case the payment of bills of generation Tariff and charges by TSDISCOMS is delayed beyond a period of 60 Days from the date of billing, a delayed payment charge at the rate of 1.25% per month on the billed amount shall be levied for the period of delay by TSGENCO. Such delayed payment charge and interest on delayed payment earned by the Generating Entity shall not be considered under its Non-Tariff Income.	Delayed Payment Charges: Delayed Payment Charges and its treatment shall be as per the provisions of TSERC Regulation.
3.20	Income Tax: Incidence of tax liability on TSGENCO as per Income Tax Act in force from time to time shall be payable in addition to the amount as per the Tariff Bill by TSDISCOMS duly certified by the Auditors of TSGENCO. However the tax payable on income exceeding the Return on Equity will not be charged to TSDISCOMs. If any advance income tax is payable by TSGENCO in any month, TSGENCO shall submit a bill to TSDISCOMS supported by a certificate of its chartered accountant at least 20 (twenty) days before the due date of such payment. TSDISCOMs shall pay to TSGENCO an amount equal to such advance tax within ten (10) days from the receipt of such Bill. After the tax assessment is completed for any year, if any, balance tax amount is payable by TSGENCO, TSDISCOMs shall pay such balance tax within 15 days of demand by TSGENCO. In case the tax authority refunds any amounts to TSGENCO including interest thereon TSGENCO shall promptly make an appropriate refund to TSDISCOMs.	Income Tax: Tax liability on TSGENCO shall be allowed as per the provisions of TSERC Regulation.
3.23	Nil	General: any changes in TSERC regulations that may occur in future shall be applicable for all operating norms or any other parameters.
	3.20	case the payment of bills of generation Tariff and charges by TSDISCOMS is delayed beyond a period of 60 Days from the date of billing, a delayed payment charge at the rate of 1.25% per month on the billed amount shall be levied for the period of delay by TSGENCO. Such delayed payment charge and interest on delayed payment earned by the Generating Entity shall not be considered under its Non-Tariff Income. 3.20 Income Tax: Incidence of tax liability on TSGENCO as per Income Tax Act in force from time to time shall be payable in addition to the amount as per the Tariff Bill by TSDISCOMS duly certified by the Auditors of TSGENCO. However the tax payable on income exceeding the Return on Equity will not be charged to TSDISCOMs. If any advance income tax is payable by TSGENCO in any month, TSGENCO shall submit a bill to TSDISCOMS supported by a certificate of its chartered accountant at least 20 (twenty) days before the due date of such payment. TSDISCOMs shall pay to TSGENCO an amount equal to such advance tax within ten (10) days from the receipt of such Bill. After the tax assessment is completed for any year, if any, balance tax amount is payable by TSGENCO, TSDISCOMs shall pay such balance tax within 15 days of demand by TSGENCO, TSDISCOMs shall pay such balance tax within 15 days of demand by TSGENCO. In case the tax authority refunds any amounts to TSGENCO including interest thereon TSGENCO shall promptly make an appropriate refund to TSDISCOMs.

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	cles Article	Existing	Amendment
No	No	LAISTING	(shall be read in place of existing clauses)
18	7	Force Majeure	Force Majeure
		No party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the agreement to the extent that such a failure is due to force majeure events such as war, rebellion, mutiny, civil commotion, riot, strike, lock-out, forces of nature, accident, act of God, Non-availability of fuel (In case failure to supply fuel by fuel supplier) and any other reason beyond the control of concerned party. But any party claiming the benefit of this clause shall reasonably satisfy the other party of the existence of such an event and give written notice within a reasonable time to the other party to this effect. Generation/drawal of power shall be started as soon as practicable by the parties concerned after such eventuality has come to an end or ceased to exist. The generator is entitled to claim only full fixed charges upon declaration of Plant availability and cannot claim any consequent losses during Force Majeure period.	No party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the agreement to the extent that such a failure is due to force majeure events such as war, rebellion, mutiny civil commotion, riot, strike, lock-out, forces on nature, accident, act of God, and any other reason beyond the control of concerned party. But any party claiming the benefit of this clause shall reasonably satisfy the other party of the existence of such an event and give written notice within a reasonable time to the other party to this effect. Generation/drawal of powershall be started as soon as practicable by the parties concerned after such eventuality has come to an end or ceased to exist. The generator is entitled to claim only fixed charges and cannot claim any consequent losses during Force Majeure period.
19	8	Arbitration All differences or disputes between the parties arising out of or in connection with this agreement shall be endeavored to be settled amicably through negotiation between the Chief Executives of the respective parties failing which shall be settled through arbitration as provided herein. In the event of any such differences or disputes between the parties, any party may by a written notice of 30 days to the other party request Telangana State Electricity Regulatory Commission (TSERC) to settle such disputes.	Arbitration All differences or disputes between the parties arising out of or in connection with this agreement shall be endeavored to be settled amicably through negotiation between Heads of the organizations or their authorised representatives failing which shall be settled through arbitration as provided herein. In the event of any such differences of disputes between the parties, any party may by a written notice of 30 days to the other party request Telangana State Electricity Regulatory Commission (TSERC) to settle such disputes; "The same shall be dealt as per the provisions of the Electricity Act, 2003."

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2	20 10	Notice	Notice		
	20 10	All notices required or referred under this agreement shall be in writing and signed by the respective authorized signatories of the Parties mentioned herein above, unless otherwise notified. Each such notice shall be deemed to have been duly given to the other party if delivered or served by registered post/speed post or by any other mode with an acknowledgement in terms of Article 5.	All notices required or referred under this agreement shall be in writing and signed by the respective authorized signatories of the Parties mentioned herein above, unless otherwise notified. Each such notice shall be deemed to have been duly given to the other party if delivered or served by registered post/speed post or by any other mode with an acknowledgement in terms of Article 5. Provided further that the parties are not		
			precluded from issuing a notice by a special messenger or any mode of information technology platform. In case usage of information technology platform, a simple post copy confirmation be sent by certified posting.		
2	21	Assignment	Assignment		
	11.1	agreement or incidental thereto devolve on the successor entities.	TSGENCO acknowledges and accepts that TSDISCOMs shall (with the consent of TSGENCO) be entitled to assign all its rights, duties, obligations and responsibilities under this agreement to any other successor entities, either wholly or partly and to one or more of them and in such manner as may be agreed to between TSDISCOMs and the said successor entities with the approval of TSERC and after due service of written notice of the proposed assignment to TSGENCO. Upon such assignment taking place, the corresponding rights, obligations and interest of TSDISCOMs shall in connection with this agreement or incidental thereto devolve on the successor entities:		
		Provided that TSDISCOMs shall continue to be responsible for all obligations outstanding prior to the date of assignment, until these are fully discharged by the successor entities	Provided that TSDISCOMs shall continue to be responsible for all obligations outstanding prior to the date of assignment, until these are fully discharged by the successor entities:		
		Provided that at a subsequent date, the successor entities refuses to accept any rights/obligations/liabilities as not devolving on them, these will automatically revert to TSDISCOMs, who shall discharge their obligations in respect of such rights,	Provided that at a subsequent date, the successor entities refuses to accept any rights/obligations/liabilities as not devolving on them, these will automatically revert to TSDISCOMs, who shall discharge their obligations in respect of such rights,		

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	obligations	and	liabilities	without	any	obligations and liabilities without any demur:
	demur.					Provided further that, in the event of the successor assignees refuses to perform any or all obligations that have devolved on them
						pursuant any scheme of sale/ transfer of any of the parties, then the subsisting parties to
						the agreement may bring such situation to the notice of the TSERC and TSERC will be
						required to pass any appropriate orders requiring compliance by any other authority
						including but not limited to government.

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Whereas, the Amendment PPA, thus forms an integral part of the original PPA dated 17th September 2019. The rest of the other provisions in the original PPA would remain unchanged.

In witness whereof the parties have signed this Amendment Agreement on the day, month and year first written above.

For and on behalf of

For and on behalf of

TELANGANA STATE POWER GENERATION CORPORATION LIMITED

TSDISCOMS

Chief Engineer/Coal & Commercial Chief Engineer **TSGENCO**

Coal & Commercial TSGENCO, V.S., Hyderabad-82 CGM (IPC) GENERAL MANAGER
TSSPDCL (IPC), TSSPDCL, Corporate Office, 6-1-50,

Mint Compound, Hyd-500 063

CGM (IPC & RAC)

TSNPDCLT. MADHUSUDHAN

Chief General Manager IFO & RAC YEMPDOLL. Warangal.

In the presence of

2. Nortas DE Comm

In the presence of

Opening GM/IPCd RAC/ TSOPOLL

SI.No.22 Existing

Table 1(b) TSGENCO HYDEL POWER STATIONS

S. No	Hydel Power Station	Generating Units	Installed Capacity (MW)	COD	
1	Nizamsagar				
		I	5	1-Jun-56	31.03.2029
		II	5	1-Jun-56	31.03.2029
2	Nagarjuna Sagar				
	(Main Power House)	I	110	7-Mar-78	31.03.2029
		II	100.8	8-Apr-80	31.03.2029
		III	100.8	11-Jan-81	31.03.2029
		IV	100.8	22-Jun-82	31.03.2029
		V	100.8	31-Mar-83	31.03.2029
		VI	100.8	26-Oct-84	31.03.2029
		VII	100.8	31-Mar-85	31.03.2029
		VIII	100.8	24-Dec-85	31.03.2029
4	Pochampad				
		I	9	31-Mar-87	31.03.2029
		II	9	24-Oct-87	31.03.2029
		III	9	31-Mar-88	31.03.2029
5	Nagarjuna Sagar Left Canal				
		I	30	27-Sep-92	31.03.2029
		II	30	27-Sep-92	31.03.2029
6	Singur	I	7.5	6-Dec-99	31.03.2029
		II	7.5	31-Mar-2000	31.03.2029
7	Mini Hydel		11.16		31.03.2029
8	Srisailam left Bank	I	150	26-Jan-01	31.03.2029
		II	150	12-Nov-01	31.03.2029
		III	150	19-Apr-02	31.03.2029
		IV	150	29-Nov-02	31.03.2029
		V	150	28-Mar-03	31.03.2029
		VI	150	04-Sept-03	31.03.2029
	Total		1838.76		

Note: The commencement of PPA w.e.f 01.04.2019

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Amendment (shall be read in place of existing Annexure) Table 1(b)

Table 1(b)
TSGENCO HYDEL POWER STATIONS

C N-	TSGENCO HYDEL POWER STATIONS D. Hydel Power Station Generating Installed COD Validity of							
S.No.	Hydel Power Station	Generating		COD	PPA			
		Units	Capacity (MW)	,	PPA			
1	Nizamsagar	T		1-Jun-1956	31.03.2029			
		I	5	1-Jun-1956	31.03.2029			
2	Nagarjuna Sagar	11	5	1-3011-1930	31.03.2029			
	(Main Power House)	I	110	7-Mar-1978	31.03.2029			
	(Hall Fower House)	II	100.8	8-Apr-1980	31.03.2029			
		III	100.8	11-Jan-1981	31.03.2029			
		IV	100.8	22-Jun-1982	31.03.2029			
		V	100.8	31-Mar-1983	31.03.2029			
	-	VI	100.8	26-Oct-1984	31.03.2029			
		VII	100.8	31-Mar-1985	31.03.2029			
	· ·	VIII	100.8	24-Dec-1985	31.03.2029			
3	Pochampad-I							
		I	9	31-Mar-1987	31.03.2029			
		II	9	24-Oct-1987	31.03.2029			
		III	9	31-Mar-1988	31.03.2029			
4	Nagarjuna Sagar Left Canal	-	20	27 Con 1002	31.03.2029			
		I	30	27-Sep-1992 27-Sep-1992	31.03.2029			
5	Cinque	I	7.5	6-Dec-1999	31.03.2029			
3	Singur	II	7.5	31-Mar-2000	31.03.2029			
6	Palair	I	1.00	13.02.1993	31.03.2029			
	T didii	II	1.00	03.03.1993	31.03.2029			
7	Mini Hydel		9.16					
	i) Peddapalli 6 th Mile	2*500 KW	1.00		31.03.2029			
	ii) Peddapalli 7 th Mile	2*500 KW	1.00		31.03.2029			
	iii Peddapalli 9 th Mile	2*500 KW	1.00		31.03.2029			
		3*220 KW	0.66		31.03.2029			
				31.03.1986	31.03.2029			
	v) Peddapalli 12 th Mile	2*325 KW	0.65	to	31.03.2029			
	vi) Peddapalli 14 th Mile	2*500 KW	1.00	29.01.2004				
	vii) Peddapalli 16 th Mile	2*500 KW	1.00		31.03.2029			
	viii) Peddapalli 18 th Mile	3*220 KW	0.66		31.03.2029			
	ix) Peddapalli 18 th Mile-2	2*750 KW	1.5		31.03.2029			
	x) Peddapalli 19 th Mile	3*230 KW	0.69		31.03.2029			
8	Srisailam Left Bank	I	150	26-Jan-2001	31.03.2029			
		II	150	12-Nov-2001	31.03.2029			
		III	150	19-Apr-2002	31.03.2029			
		IV	150	29-Nov-2002	31.03.2029			
		V	150	28-Mar-2003	31.03.2029			
		VI	150	04-Sep-2003	31.03.2029			
	Total	_	1838.76					
	Total	1000.70						

Note: The commencement of PPA w.e.f 01.04.2019

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Ann	exures		
SI. No	Annexure No.	Existing	Amendment (shall be read in place of existing)
23	II	Computation of Variable Charges Total Energy charge payable to the Generating Entity for a month shall be Note: Net Electrical Energy (Ex-bus) for the month in kWh will be considered in the place of Scheduled energy (ex-bus) till the implementation of DSM Regulations. For coal based stations ECR = {(GSHR - SFC x CVSF) x LPPF/CVPF+SFCxLPSFi+LCxLPL} x100 / (100 -AUX))) Where, AUX = Normative Auxiliary Energy Consumption in percentage CVPF = Weighted Average Gross calorific Value of coal as received, in kCal per kg for coal based stations CVSF = Calorific value of secondary fuel, in kCal per ml. ECR = Energy charge rate, in Rupees per kWh sent out. GSHR = Gross Station Heat Rate, in k Cal per kWh. LC = Normative limestone consumption in kg per kWh. LPP = Weighted average landed price of primary fuel, in Rupees per kg, per litre or per standard cubic meter, as applicable, during the month. (In case of blending of fuel from different sources, the weighted average landed price of primary fuel, in Rupees per kg. eNormative Specific fuel oil consumption, in ml per kWh. LPSFi = Weighted Average Landed Price of Secondary Fuel in Rs./ml during the month The monthly Variable Charge to be shown in the Monthly Thermal energy Bill will be the aggregate of the Variable Charge calculated for each of the Thermal Stations, i.e., Monthly Variable Charge in Thermal Tariff Bill= ECR1*E1+ECR2*E2 + ECR3* E3 Where: ECR1 = Energy charge rate in Rs. /kWh calculated pursuant to this article for RTS-B ECR2 = Energy charge rate in Rs. /kWh calculated pursuant to this article for RTS-B	Deleted

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		to this autish for IMPO V	
		to this article for KTPS V E ₁ = Net Electrical Energy in kWh delivered at the	
		Interconnecting point for RTS-B	
		E ₂ = Net Electrical Energy in kWh delivered at the	
		Interconnecting point for KTPS ABC	
		E ₃ = Net Electrical Energy in kWh delivered at the	
24	IV	Interconnecting point for KTPS V.	Deleted.
24	14	Computation of Delivered Cost of Coal-Thermal Plants 1. Weight of Coal: The weight of coal received for the Thermal	Deleted.
		Power Station for the purpose of calculating weighted average	
		delivered cost of coal will be the weight of coal supplied by the	
		supplier reduced by the quantity lost in transit, windage &	
		shrinkage etc. This loss shall be 0.8%.	
		2. Cost of Coal: Total cost of coal delivered at each Thermal	
		Power Station shall constitute the price paid to the coal	
		supplier, all incidental duties and taxes paid to the State or	
		Central Government and the cost of actual transportation	
		including coal related cost.	
		3. Weighted Average Cost of Coal: The weighted average cost	
		of coal for computation of variable charges shall be arrived	
		based on landed cost of coal during the month and cost of coal	
		available in ground stock as illustrated below:	
		Example:	
		Opening Stock at the project = 100 Metric Tonne	
		Cost of coal (Ground stock) = Rs. 920 per Metric Tonne	
		Coal supplied during the month =100 Metric Tonne	
		Landed cost of coal supplied (including coal related cost) = Rs. 93780	
		Quantity lost during transportation = 0.8% Metric Tonne	
		, windage & shrinkage (@ Normative loss of 0.8 %)	
		Quantity received during the month = 100 MT- 0.8 MT = 99.2 Metric Tonne	
		Weighted average cost of coal =	
		(Cost of coal received during the month + cost of coal at ground stock)	
		(Quantity of coal received during the month + Quantity of ground stock coal) = (93780 + 100 X 920)/ (99.2+100)	
		= 932.63 Rs/ Metric Tonne.	
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SI.No:25 Existing

Annexure-V

Design energy Details of all Existing Hydel stations

S.No	Name of the station	Installed capacity in MW	Design energy in M.U
1	Srisailam left Bank Power House	900	1000
2	Nagarjuna Sagar Power House	815.6	992
3	Nagarjuna Sagar Left Canal Power House.	60.0	60
4	Pochampad Power House	27.0	80
5	Nizam Sagar Power House	10.0	20
6	Singur Power House	15.0	20
7	Min Hydel Stations.	11.16	5
	TOTAL:	1838.76	2177

Amendment (shall be read in place of existing Annexure) Annexure-V

Design energy Details of all Existing Hydel stations

S.No	Name of the station	Installed capacity in MW	Design energy in M.U
1	Srisailam Left Bank Power House	900	1000
2	Nagarjunasagar Main Power House	815.6	992
3	Nagarjunasagar Left Canal Power House.	60.0	60
4	Pochampad Power House	27.0	80
5	Nizamsagar Power House	10.0	20
6	Singur Power House	15.0	20
7	Palair	2	2
8	Mini Hydel Stations. Peddapalli	9.16	3
	TOTAL:	1838.76	2177

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SI. No	Annexure No.		Amendment (shall be read in place of existing)					
26	VI	The Operating parameters of following Stations as per TSERC Regulations'2019						Deleted.
		Station Name	SHR K.cal /Kwh	AUX Consu mptio n	S.O.C ml/Kw h	Normative Annual Plant Availabilit y Factor (NAPAF)	Normative Annual Plant Load Factor (NAPLF)	
		KTPS (O&M)	3000	10	2	70	70	
		KTPS- stage- V	2500	9	2	80	80	
		RTS-B	3000	10	2	75	75	
			shall be a			erating norms	ns that may occur or any other	
27	VII		Deleted					
		To provid						
		obligation						
		with any of the scheduled banks which account shall be maintained by such bank as an agent for the TSGENCO, and which shall be pledged						
		as security to the TSGENCO and its lenders for payment of all sums						
		due to the TSGENCO by TSDISCOMs under this agreement as further						
		set forth						
		thirty (30						
		funded w						
		consumer	s of TSD	ISCOMs.	TSDISCO	Ms shall cause	all payments due	

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account aggregating an amount equal to not less than 1.1 times of the L.C amount. Such instruction shall be irrevocable during the term of this agreement. TSDISCOMs shall not act in any manner as may negatively affect the inflow of the revenues into this account and shall take such steps as may be necessary to assure the flow of the specified level of revenues in such account (including adding or substituting consumers and undertaking collection efforts) during the term of this agreement. Provided that TSDISCOMs, in compliance with its obligations under this agreement with respect to payment of all sums when due to the TSGENCO, through the letter of credit or otherwise TSDISCOMs shall be entitled to withdraw funds from the escrow account each month to be used for such purposes as the TSDISCOMs may designate. In the event of TSDISCOMs failure to pay any sums due to the TSGENCO on the due date of payment through the Letter of Credit or otherwise, when any sum is due to the TSGENCO, or in case of non-renewal of the letter of credit, the TSGENCO, by notice in writing to the bank holding the escrow account, may require such bank not to honour any of cheques, hundies and requisition presented to it by or on behalf of TSDISCOMS or any other drawals on the account until after the claim of the TSGENCO is first discharged.

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